



Inver Grove Heights City Council
Monday, May 9, 2022 at 6:00 PM
8150 Barbara Avenue, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, May 9, 2022, will be provided to the Council at or before the May 9, 2022 meeting.

1. Call to Order

2. Roll Call

3. Presentations

- A. Police Week Proclamation
- B. Public Works Week Proclamation

4. Consent Agenda

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

- A. Minutes from the March 14, 2022 City Council Meeting
- B. Approval of Disbursements
- C. Approval of Personnel Actions
- D. Appointment of Board Member Alternate to the Lower Mississippi River Watershed Management Organization (LMRWMO)
- E. Resolution Concluding the City's Housing Committee
- F. Master Partnership Contract with MnDOT
- G. Finalize Weather Siren Project & Expenditures
- H. Approval of Stipulation of Settlement to Conclude Condemnation Case, *Inver Grove Heights v. Douglas Schaaf, et al.*
- I. Approval of License Renewals for Massage Businesses and Massage Therapists
- J. Approval of Service Station License Renewals
- K. Approval of Rubbish Hauler City License Renewals
- L. Approval of Motor Vehicle Sales City License Renewals
- M. Approval of New Motor Vehicle Sales Business License - Inver Grove Auto Mall

- N. Resolution Approving Agreements Related to a 40-unit assisted living facility at 7855 Cahill Avenue
- O. Authorization to Finalize Plans & Specifications and Prepare Bid Documents for South Valley Park Redevelopment Project

5. **Public Hearing**

6. **Regular Business**

- A. Variance for Accessory Structure, 9117 Courthouse Blvd. Ct.
- B. First Reading of Ordinance Restricting Truck and Refrigeration Unit Idling In or Adjacent to Residential Zones

7. **Public Comment**

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

8. **Mayor and Council Comments**

9. **Adjourn**

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



PROCLAMATION

CITY of INVER GROVE HEIGHTS, MINNESOTA

WHEREAS, law enforcement agencies play a vital role in safeguarding the freedoms and protections we enjoy as Americans; and enhancing the safety and quality of life in our communities; and

WHEREAS, it is important that people throughout our country and here in Inver Grove Heights recognize the vital role that law enforcement officers play in our society and the many sacrifices they make in service to their fellow citizens; and

WHEREAS, in 1962, President John F. Kennedy signed a proclamation designating May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week; and

WHEREAS, the residents of Inver Grove Heights are fortunate to be served by a Police Department committed to respect, integrity, service and engagement; and

WHEREAS, the City Council commends the commitment and service provided by the officers and personnel of the Inver Grove Heights Police Department, under the leadership of Chief Melissa Chiodo;

NOW, THEREFORE, BE IT PROCLAIMED by the City Council of the City of Inver Grove Heights, Minnesota that May 15 be recognized as Peace Officers Memorial Day and the week of May 15 to May 21, 2022 as Police Week in the City of Inver Grove Heights and that the public be invited to join the City Council in extending its deepest appreciation to the hardworking members of the Inver Grove Heights Police Department, for their ongoing service and dedication in the face of ever-changing challenges.

PROCLAIMED this 9th day of May 2022.

Tom Bartholomew, Mayor

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 14, 2022 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, March 14, 2022, in person. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Bartholomew, Council Members: Piekarski Krech, Dietrich, Murphy, Gliva; City Administrator Wilson, City Attorney McCauley Nason, City Clerk Kiernan, Parks and Recreation Director Lares, Associate Planner Botten, Community Development Director Rand, and Public Works Director Connolly.

3. PRESENTATIONS:

4. CONSENT AGENDA:

- A.**
 - i. Minutes from the February 14, 2022, City Council meeting.
 - ii. Minutes from the February 26, 2022, City Council retreat.
- B. Resolution 2022-047** approving disbursements for period ending March 8, 2022.
- C.** Approve personnel actions.
- D. Resolution 2022-048** approving establishment of precinct boundaries & polling locations.
- E.** Authorization to enter into contract with Iverson Reuvers.
- F. Resolution 2022-049** Approving Plans & Specs & Authorize Bids for VMCC Pool Filters.
- G.** Approve service contract with WSB to bring plans and specification to 100% for Heritage Village Park - Phase 4.
- H. Resolution 2022-050** Accepting Construction and Inspection Oversight Proposal from Bolton & Menk for the Peltier Development.
- I. Resolution 2022-051** Accepting Construction and Inspection Oversight Proposal from Kimley-Horn for Highlands of Settlers Ridge.
- J. Resolution 2022-052** Accepting Construction and Inspection Oversight Proposal from EOR for Inver Point Business Park Second Addition.
- K.** Final Compensation Change Order (Change Order No. 1), Final Pay Voucher (Payment No. 2), Engineer's Report of Acceptance and **Resolution 2022-053** Accepting work for City Project No. 2021-08 Southern Trunk Watermain Improvements.
- L. Resolution 2022-054** Approving Final Plans and Specifications and Authorizing Advertisement for Bids for the 2022 Pavement Management Program, City Project No. 2022-09G - Albano Trail and Albright Court Rehabilitation.
- M. Resolutions 2022-055 & 2022-056** Approving Budgets for City Project No. 2016-09F - Carleda Way Area Improvements and City Project No. 2021-16 - Cahill Trunk Drainage Improvements.
- N.** Approve IAFF Contract.
- O.** Award Contract for Utility Rate Study. **Resolution 2022-057**
- P.** Updated 2022 Legislative Platform.

Councilmember Murphy requested pulling Agenda Items 4H, 4I, and 4J.

Motion by Dietrich, second by Gliva, to approve the Consent Agenda with exception to Agenda Items 4H, 4I, and 4J.

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Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4H. Resolution 2022-050 Accepting Construction and Inspection Oversight Proposal from Bolton & Menk for the Peltier Development.

I. Resolution 2022-051 Accepting Construction and Inspection Oversight Proposal from Kimley-Horn for Highlands of Settlers Ridge.

J. Resolution 2022-052 Accepting Construction and Inspection Oversight Proposal from EOR for Inver Point Business Park Second Addition.

Councilmember Murphy said he is aware that the Inspections Staff is very busy. Agenda Items 4H, 4I, and 4J have to do with getting some outside help with Inspections. His questions come from personal experience and from residents. He was curious about what the difference was between what our Inspections people look at versus consultants the city may hire. Public Works Director Brian Connolly responded there isn't a difference when hiring firms like this. Staff augmentation is needed because they are very busy and cannot cover every project that is occurring in the city. For development projects they would hire a consultant to cover the inspection needs for those projects. Staff doesn't know exactly when those projects will start and end. It's more difficult for the city to have the flexibility with City Staff to be able to cover those during the whole duration. If able to get Staff augmentation from a consultant, that allows flexibility to only use Staff when needed and then those Staff can be assigned to other projects.

He responded about the requirements of oversight stating there are standard specifications and Contract provisions that are the same documents used on street projects. They serve the same role as City Technicians and Inspectors do out in the field but as our eyes and ears. The only difference is that they are working for a consultant and reporting to one of the City Engineering Staff as opposed to the Engineering Staff reporting to another Engineering Staff.

Councilmember Murphy questioned if the City Engineering Staff holds them accountable. Public Works Director Connolly responded yes.

Councilmember Murphy said Staff would take "eyes on," it just wouldn't take up as much time. Public Works Director Connolly agreed.

Councilmember Murphy asked if there has ever been a situation where a consultant like this has not done their job. He asked what happens if that is the case. Public Works Director Connolly responded since he is newer, he was unsure if that has ever happened before. He commented if there was ever a situation, Staff is still attending weekly meetings, getting weekly updates from consultants, and the Consultants check in. If there ever was a situation where they were not covering, or a challenge in that regard, the city's first recourse is to go back to the Master Service Agreement with that Consultant and have a discussion about if they are unable to get a person out there or are unable to cover, they would need to find somebody or the city would find another Firm and terminate the current Contract. To his knowledge, that was pretty rare. He said he has worked for consultants and on the Government side his entire career, that isn't something that would usually happen because relationships are developed with these Consultants, they do work for the city on other public projects, they are aiming to do a good job and don't want to drop the ball in any way.

Motion by Murphy, second by Dietrich, to approve Agenda Items:

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4H. Resolution 2022-050 Accepting Construction and Inspection Oversight Proposal from Bolton & Menk for the Peltier Development.

4I. Resolution 2022-051 Accepting Construction and Inspection Oversight Proposal from Kimley-Horn for Highlands of Settlers Ridge.

4J. Resolution 2022-052 Accepting Construction and Inspection Oversight Proposal from EOR for Inver Point Business Park Second Addition.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

A. Public hearing and second reading of ordinance amending certain park dedication fees.

Parks and Recreation Director Adam Lares presented a proposed Ordinance change to increase Park Dedication Fees for Residential Zoning Districts:

Park Dedication:

- Per City's Ordinance, as a prerequisite to subdivision approval, subdividers shall dedicate land for parks, playgrounds, public open spaces, and trails and/or make a cash contribution to the City's Park Acquisition and Development Fund.
- Land Dedication or cash contribution provide park facilities in newly developed and existing areas where parks, trails, and amenities are nonexistent.

The city identifies two ways to provide Dedications:

1. Land Dedication
2. Cash in Lieu of (Dedication Fee)

There is also the option of:

3. A Combination of Cash and Land Dedication
 - a. The City and Developer arrange a combination of cash, land, and/or development of land for park purposes to fulfill dedication contribution requirements.

Land Dedication:

- A percentage formula is to guide park land dedication requirements for the Developer that shall be made at the time of final plat approval.

Dedication Fees:

- Cash contribution by Developer per residential unit that are made at the time of final plat approval.
- Contributions are deposited in the City's Park Acquisition and Development Fund and only used for purposes authorized by State Law.

Current Park Acquisition and Development Fund:

- Balance: \$4,546,760 as of January 24, 2022.
 - Future Park Estimate Project Cost:
 - This does not include any of the future 3 northwest area parks that have cost estimates for park development.
 - The proposed Phase IV of Heritage Village Park costs.
 - Above mentioned total: \$3,090,625
 - Remaining Balance in the Park Acquisition and Development Fund: \$1,748,749
- To note: This does not include any future land acquisition or park development costs.

Background:

- The city has not updated it's Park Dedication Fees since 2014; over seven years ago.

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- In September of 2021, the Parks, and Recreation Advisory Commission (PRAC) reviewed a presentation regarding the City's current Park Dedication Fees and proposed an increase to the City Council for Park Dedication Fees for 5 Residential Zoning Districts.
- In October of 2021, the Council reviewed the recommendation of the PRAC to increase these Park Dedication Fees at a Council Work Session.

Proposed Ordinance:

Based on the PRAC's recommendation and Council feedback from the October Work Session, a proposed Ordinance has been prepared that will increase Dedication Fees by \$1,000 to 5 Residential Zoning Districts.

- The recommended fee increase is based on the factors listed in the Minnesota Statute Section 462.358, subd. 2b(c), mainly a review and determination by Staff of the Fair Market Value of Unplatted Land in the northwest area for which park fees have not been paid.
- The PRAC reviewed the proposed Ordinance change at its meeting on February 9, 2022 and voted unanimously to recommend approval of the increase to the City Council.

Residential Zones Impacted for the increase:

- A = Agricultural District
- E-1 = 2 ½ acre Estate District
- E-2 = 1 ¾ acre Estate District
- R-1 = One Family Residential District
- R-2 = Two Family Residential District

A, E-1 and E-2 would increase from \$2,850.00 to \$3,850.00

R-1 and R-2 would also increase from \$2,850.00 to \$3,850.00

2022 Metro Area Dedication Fee Metrics around the Twin Cities for 2022:

- City of Inver Grove Heights ranks 21st throughout the Twin Cities area.

Adding the \$1,000 Ordinance change increase:

- City of Inver Grove Heights would rank at #15 at \$3,850.00, in the middle.

Side by side comparison:

Parks and Recreation Director Lares stated he has spoken with one of our neighboring Communities. In 2023 there would be another 4% increase for the City of Eagan.

Recommendation:

- Staff recommends Council to hold a Public Hearing and approve the Second Reading of the Ordinance.
- Staff believes the need for increased revenues for land acquisition and park development, particularly as land value and community development rates continue to increase.
- Costs of developing park spaces within developments or acquiring land for parks continues to increase.
- The need for neighborhood parks, open space, and trails with active and passive play, particularly in the northwest area where residential developments are increasing. Many of these new areas are without nearby accessible parks.

Councilmember Piekarski Krech referenced the comparison charts with fees other cities are charging and asked if that was for AE-1 type. Parks and Recreation Director Lares responded yes, for Residential District Zonings.

Councilmember Piekarski Krech stated the city is charging more for R-3C and R-3B Parks and Recreation Director Lares replied not every city zones their Districts like ours does. These comparisons are strictly related to residential areas.

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Councilmember Piekarski Krech commented that the city has always been told that our Park Dedication is so much more, people always want reductions in the rates. Parks and Recreation Director Lares replied these are like comparisons.

Councilmember Piekarski Krech said if adding our two together, we are more in the \$3,500 range. She said she would guess that Eagan doesn't have any A zones anymore.

Councilmember Dietrich asked what the asterisk's indicated. Parks and Recreation Director Lares responded they identified areas closest to Inver Grove Heights and like our population size.

Councilmember Dietrich asked if Parks and Recreation Director Lares knew how often neighboring cities revisited their fees. Parks and Recreation Director Lares replied he thought it depended on the growth of the city and where they are at with development/future development. He said he knew Eagan started increasing their Park Dedication Fees at the beginning of 2019 at a 4% increase. He stated there are always opportunities to evaluate where the city sits with Park Dedication Fees as we develop and grow. For example, Apple Valley has a bit of a lower cost because they are at the end of their future opportunities for growth and development.

Councilmember Dietrich said she would like to see Dedication Fees revisited on a more consistent basis going forward.

Mayor Bartholomew opened the Public Hearing.

Motion by Piekarski Krech, second by Gliva, to close the Public Hearing at 6:15PM.

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew said nothing has changed since the First Reading, he was fine with the Second Reading. He questioned if Councilmember Piekarski Krech was concerned that she does not see a table with comparisons for R-1 and R-2. Councilmember Piekarski Krech replied that her concern is every time they have raised Park Dedication Fees, Developers come in screaming that ours are the highest around. Her concern is in the comparison chart; the city looks low, other times we have been higher. She was unsure what the difference was in the charts and how it varied out. She referred to the R-3 Zones and questioned if there was a mixed-use development that has some single family and some multi family, what they would come in and scream at the city about. She wanted justifications there and the knowledge that we are in the ballpark.

Mayor Bartholomew asked Parks and Recreation Director Lares what can be done to get that information so that Councilmember Piekarski Krech and the Council are informed and know the decisions made here keep the city in range. Parks and Recreation Director Lares responded he could come back and get some information regarding other areas and see exactly how they zone their districts.

Councilmember Piekarski Krech suggested looking at the Developer's that have come in. She believed fees were reduced in a couple of instances or other accommodations were made. She requested to see what has happened there, so we are on par and don't have to negotiate with everybody every time they come in. She suggested looking historically. She recommended checking apartment buildings for sure.

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City Administrator Wilson said if the Council was willing to keep this moving Staff could provide that information before the Third Reading of the Ordinance. She cautioned that nobody likes to pay fees no matter where they are set at, they would likely receive some complaints. Staff can gather additional information to alleviate the concerns that we are out of line with the marketplace.

Councilmember Piekarski Krech suggested the northwest area. She questioned if Park Dedication Fees stay the same in the northwest area and other areas. City Administrator Wilson replied it is the same across the board.

Motion by Piekarski Krech, second by Murphy, to approve the Second Reading of an Ordinance amending certain Park Dedication Fees.

Councilmember Dietrich said she was confident that Staff will continue to sharpen their negotiating skills with Developers and that would not be a problem.

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:

A. Consider the following actions for 1770 102nd Street (Osborn).

1. A Resolution approving a Variance from setbacks for an accessory building. Resolution 2022-058

2. A Resolution denying a Variance to allow a second accessory structure. Resolution 2022-059

Associate Planner Heather Botten presented the request for property located south of 102nd Street, north of Rich Valley Park. The property is 2.63 acres in size and Zoned E-1, Estate Residential District. There is a 50-foot pipeline easement located on the west side of the property. The lot has a single-family house with an attached garage and in the southeast corner there is a 384 square foot shed. The Applicants are proposing a 1,600 square foot detached accessory building located 50 feet from the front property line and 10 feet from the side property line. City Code requires that any accessory structure greater than 1,000 square feet requires a 50-foot setback from all property lines. Code also requires that all residential lots that are less than 5 acres in size are only allowed one detached accessory building on the property.

She continued that there are two Variances in front of the Council. One to allow more than one detached accessory building, the other from the side yard setback. A Drone photo was taken that shows the Applicant's property has a lot of perimeter screening. The shed is tucked back in the southeast corner and not visible from abutting properties. She stated last year the Council amended the City Code to allow larger accessory buildings on lots that are 3.4 to 5 acres in size but did not increase the number of accessory buildings allowed on a property. Staff does not believe the Variance to allow more than one accessory building is consistent with the Zoning Ordinance and may be considered more of a convenience to the Applicant to keep the structure and not a Practical Difficulty. With regards to the location of the structure, the 50-foot pipeline easement does reduce the buildable area on the property. There is room on the backside of the lot to comply with accessory structure setbacks. Locating the structure in the back would result in the loss of a number of trees and the Applicant having to install a driveway in the longer length resulting in the impervious surface being over the maximum allowed amount. That would trigger a Stormwater Facilities Maintenance Agreement along with needing stormwater treatment on the property.

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She stated Staff recommends approval of the Setback Variance with the Practical Difficulty being the pipeline easement on the property. Staff believes there is sufficient Practical Difficulty and rationale to support that. Staff recommends denial of the Variance to have more than one accessory building on the property due to the lack of a Practical Difficulty. The Planning Commission had the Public Hearing on February 15th, the Applicant was present, there were no neighbors that testified at the Hearing. The Planning Commission followed suit with Staffs recommendation and approved the Setback Variance and recommended denial of the number of accessory buildings allowed on the property.

Mayor Bartholomew asked if the Applicant would not need a variance if the pipeline wasn't in there. It would be able to be in place without the variance because of the easement caused by the pipeline. Associate Planner Botten replied it would still be a 50-foot setback if the pipeline easement weren't there, the house could be shifted over. The house only needs a 10-foot side yard setback; that would open up enough space to construct the building, complying with setback requirements.

Mayor Bartholomew commented that complying with the setback causes the smaller area in the front.

Brad Osborn, 1770 102nd Street East, Inver Grove Heights, understands the Ordinance and is seeking Council approval for the variance on the additional shed. He stated the current shed is a 384 square foot garden shed in the back of their property. When they put it in years ago, they did not contemplate the need for a larger building. The garden shed was built in an attractive way for curb appeal. It is also hidden by the trees in the back of the lot. He said he was appealing to the practical nature with keeping the building on the property. It's not intrusive by size and could be replaced with smaller buildings that would not look as appealing as this building does. He mentioned the Ordinance allows for multiple small buildings that would be convenient to the garden property they have in the back corner. He would prefer to not have to tear it down due to the price of lumber and the practical use of the building.

Mayor Bartholomew asked if Mr. Osborn was aware the issue is the Practical Difficulty for the Planning Commission and the Council. He understood the concern that it is obscure and in the back. The challenge the Council faces is the Practical Difficulty. He understands the common sense in taking it down, but there is the Statute. If the property were over 3 acres, it wouldn't be under discussion.

Mr. Osborn said he sees other neighboring properties with multiple buildings that have previously been approved. They are in a similar environment to those and are looking for that same consideration.

Councilmember Piekarski Krech said this would give the Applicant over 1,900 square feet of detached building, 1,600 is the maximum allowed under 5 acres. She said she could go along with this if they were to decrease the 1,600 to 1,300. They were not only over the maximum number of buildings, but also square footage.

Mr. Osborn said that certainly could be an option.

Councilmember Piekarski Krech said at least they are maintaining one part of the Code, the 1,600 square feet. She understood the issue with the building in the back and not wanting to tear it down. The Council would likely not approve a variance if someone came in for a 2,000 square foot building.

Associate Planner Botten clarified what the Applicant was saying and said if there were two structures even 120 square feet or less, they would not count those structures toward the total number. Structures

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120 feet or less do not count toward the total number. The Applicant was alluding to the fact that he could have 2-5 smaller 120-foot structures.

Councilmember Piekarski Krech asked where that would come in with impervious. Associate Planner Botten replied there was still quite a bit of impervious left with keeping the structure in the front.

Councilmember Piekarski Krech questioned if putting 2 or 3, 120 square foot buildings in, would they have as much coverage as putting a driveway in and then it would be over the impervious. Associate Planner Botten replied at some point the impervious surface maximum would kick in.

Councilmember Murphy referenced the aerial map shown and questioned if there was a road going in between the two lines of trees. Associate Planner Botten replied the purple indicates the property line; the blue is perimeter easements.

Mayor Bartholomew stated that Councilmember Piekarski Krech made a very good point. He still struggles with the Practical Difficulty. He questioned if the shed would be the variance. The Practical Difficulty is the buildable area in the front caused by the easement. That would give a Practical Difficulty for the shed in the back. He said he wanted to make sure they were framing that correct and do not run into further problems down the road. He said he can come to some kind of Practical Difficulty that is caused by the easement. The shed is still existing in the back. He mentioned as the Applicant stated, they could put four more in there whether they can or not, they do not know until they see the impervious surface.

Councilmember Piekarski Krech said there is an existing structure that is sound, it doesn't make sense if they were going to be ecologically appropriate to tear something down just to put up 2 or 3. If keeping within the 1,600 square feet, she has no problem with it.

Councilmember Murphy asked Councilmember Piekarski Krech if sticking with 1,600 square feet, may also help not set a precedent. Councilmember Piekarski Krech responded on a rural lot less than 5 acres there is an accessory structure maximum of 1,600 square feet. They would not be going over that. Mayor Bartholomew said they were slightly over that by 384. He said he could see the reasoning; he liked the logic. He requested defining the Practical Difficulty.

Councilmember Murphy asked what the total square footage would be. Mayor Bartholomew responded the new building would be a 1,300 square foot building with the addition of the existing building at 384. They would be 84 square feet over.

City Attorney Bridget McCauley Nason said she was listening to the Council discussion and taking notes. She has heard discussion about a Resolution approving the variance from the setback to the accessory building. There may be a voice vote or discussion about a potential path for approval of a variance to allow a second accessory structure, provided the total square footage of all accessory buildings on the site, including the existing shed, would equal 1,600 or something less than what was allowed.

Councilmember Piekarski Krech said the number was 1,684 square feet.

Councilmember Murphy said he would be concerned if this was 1,684 then the next one is 1,702. Councilmember Piekarski Krech replied she didn't think that would be the case, she questioned why the shed was 384 square feet, it was kind of odd.

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Councilmember Dietrich stated her concern was that the Council just talked about what they wanted to do with accessory structures. She thought they needed to stick with that, so people know what to expect. She said she would not go over, whether it's 3 feet over. It negates all the work the Council did before.

Mayor Bartholomew and Councilmember Piekarski Krech suggested it be whatever the combined total was. It would be 1,600 total.

Councilmember Murphy said that 2.63 acres is the size of the lot which allows for 1,600. Mayor Bartholomew and Councilmember Piekarski Krech both replied agreed.

Councilmember Murphy stated if they could find a difficulty there, he would be more inclined to stay with 1,600 versus breaking another.

Councilmember Gliva asked how long the shed has been built in the corner. Mr. Osborn replied it has been there since the late 1990's.

Mr. Osborn stated the intent for the structure would be difficult to reduce that square footage. They would probably opt to get rid of the smaller structure. He would hate to do that, but he would work under the Ordinance where 120 square foot buildings are not governed, it would be to put those smaller buildings in the back for the intent and use of the garden area. The shed is used for garden. The building they are building is not intended to house nor sized for that.

Mayor Bartholomew mentioned there is contemplation to allow a variance to leave the building there but there be total coverage of 1,600, which includes the shed and reduces the new proposed building by the amount to keep it at 1,600. Mr. Osborn responded that does not fit with their use of the building.

City Attorney McCauley Nason stated the Council has two different variance applications. The first one has not had discussion yet, which is the setbacks from the accessory building that the Planning Commission recommended unanimously approval of. She said that Staff has articulated some Practical Difficulties to justify the variance. The second request is for a variance to allow a second accessory structure. The request is to have that second accessory structure where only one is allowed in the zoning area. She said she has heard the Council indicate that it might be interested in granting that variance. Included in the Council packets is a Resolution of Denial granting that variance to allow a second accessory structure with the condition that the total gross floor area of the existing structure plus the proposed new accessory structure would not exceed 1,600 square feet which is the maximum allowed for a lot of this acreage. If the Council were interested in entertaining a Motion to approve that variance it would first need to articulate what the practical difficulties are that it finds to justify the granting of the variance. The Practical Difficulty standard is outlined in the City Code and State Statute, it is also included in the Council packets. She said if the Council finds that Practical Difficulties exist, she asked that the Council articulate on the record what those are. Then a Motion could be made to approve finding these Practical Difficulties with the imposition of the condition that all the accessory structures (both existing and proposed) would not exceed 1,600 square feet. As stated, she believes the Applicant is saying that it wouldn't solve his problem and the proposed structure needs to be 1,600 square feet for his needs.

Councilmember Dietrich said that was what she was wondering. She asked if the setback was still needed. City Attorney McCauley Nason replied they would still need the setback variance.

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City Attorney McCauley Nason said she heard the Applicant say if the Council were to say that he could keep his 384 square foot accessory structure but cannot have a proposed accessory structure as large as the Applicant is requesting, it would have to be smaller. The Applicant has said it wouldn't solve his problem. If that is the case the proposed compromise, assuming Practical Difficulties are found, would not actually solve his concerns. She assumed the Applicant, as he articulated, would be moving forward with construction of the larger accessory structure and removal of the existing 384 square foot structure with a replacement of potentially smaller accessory structures which would be permitted per Code.

Mayor Bartholomew said that adds the clarity the Council is looking for. Councilmember Dietrich agreed.

Mayor Bartholomew suggested taking these one at a time.

Motion by Piekarski Krech, second by Dietrich, to approve Resolution 2022-058 approving a Variance from setbacks for the 1,600 square foot accessory building for property located at 1770 102nd Street, with the Practical Difficulty being the pipeline easement and not taking down trees to place the structure in the back.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Dietrich, to approve Resolution 2022-059 denying a Variance to allow a second accessory structure for property located at 1770 102nd Street.

Ayes: 5

Nays: 0 Motion carried.

B. Consider approval of Rental Licenses (6).

Community Development Director Heather Rand presented the following 6 Rental Licenses for Council approval:

1. 6802 Craig Court - Robert Dahl
2. 3203 75th Street - Qi Jinning
3. 7295 Brittany Lane - Alison Howard
4. 2550 49th Street - Phuong Nguyen
5. 1840 55th Street - Jin Li
6. 4836, 4838, 4840, 4842 Barbara Avenue (Fourplex) - Bakhtiyor Ibrogimov

The Applications have been found to be complete including payment of the License Fee and submittal of a BCA Background Check Review by the City Police Department. Staff recommends approval of all.

Motion by Murphy, second by Gliva, to approve the 6 Rental Licenses as presented.

Ayes: 5

Nays: 0 Motion carried.

C. Consider approval of proposal from WSB for additional costs to perform 65th Street Feasibility Report Updates. Resolution 2022-060

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Public Works Director Brian Connolly gave a presentation on where things stand with the 65th Street Feasibility Study. The study was brought before the City Council at the February Work Session. It has stalled out to some degree; Staff is looking to get it wrapped up.

Project Background:

- September 2016
 - Council authorized preparation of the Feasibility Study
- March 2020
 - Feasibility Report brought back to Council; Tabled
- July 2020
 - Feasibility Report brought back to Council; Tabled due to COVID-19
- February 2022
 - Staff brought the 65th Street discussion to the City Council Work Session
 - Staff received guidance to update the Feasibility Study
- March 14, 2022
 - Formal request for additional funding for professional services to update the Feasibility Study

Feasibility Report Revisions/Updates:

- Revised limits of the study to be from Highway 3 to approximately 100' west of Arlene Avenue (Phase 1 component of the original report).
 - The western 2/3 of the potential alignment
 - Reasons to look at just this one segment:
 - Desire to install a roadway that is needed for development and all of the development proposals that are forth coming in that segment of the roadway.
 - There is only one private parcel east of the revised limit study where extensive roadway right of way could be needed. That parcel owner has indicated he does not intend on developing his site in the next 10-15 years or more. Should the property owner choose to explore site development or potential replatting in the future, the efforts put forth in the Feasibility Study to date would be adequate to perform a future Feasibility Study to look at that Second Phase.
 - This Phase provides access to Harmon Park Reserve. In the event development occurs west of that point, Staff would be able, as a part of this effort, to have access to the Harmon Park site which they don't exactly have from the developable land around the potential alignment.
- Clarify north/south roadway location based on preliminary development proposals received for adjacent sites and overlay that with past City Transportation Studies. This was a question brought forth that Staff wanted to clarify with this update.
- Provide two cost estimates:
 - Option 1: Construct the roadway prior to development/platting (most expensive option)
 - Includes acquiring all right of way and easements
 - Requires a lot more grading
 - A lot more retaining walls
 - Be a full build out of the roadway
 - Option 2: Construct after development/platting occurs
 - Show right of way that would be dedicated with platting
 - A lot of the grading efforts needed could be done with the Developers doing the grading for their own sites (this would dramatically reduce the costs for both land acquisition and costs for retaining walls and other types of structures that might be needed if building the road without any development occurring).

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- Providing a preliminary assessment roll for both cost estimates
 - The original study that was previously presented had a potential for assessments. It didn't identify specific payment ways/methods by which those assessments could be collected.
- Update maps, figures, and text in the report
- Update funding options/recommendations if choosing to advance it forward
- Bring Report to the City Council for consideration: May 2022
 - Gives Staff a couple of months to wrap things up and get a report back in front of the Council to review and make a determination on the next steps.

Councilmember Piekarski Krech mentioned she did not see the scenario in there of not having 65th Street. Public Works Director Connolly responded that was correct.

Councilmember Piekarski Krech stated that is what the Council has been looking at; if there was a way of doing this without doing land bridges, retaining walls, and other things. Can they connect and loop roads around? She said she was sure they could get from Robert Street over to 70th Street without 65th Street. She questioned if 65th Street was that integral that they have to have it and can't live without it; even though it destroys a whole lot of natural area. Public Works Director Connolly responded he thought the question was more complex than it seems.

Public Works Director Connolly stated in 2016 the Council ordered a Feasibility Study for 65th Street from Point A to Point B. It was never ordered to put a conceptual planned urban development together for this that would otherwise account for streets. They are still somewhat constrained with any Feasibility Report. They could do any sort of layout they want, but it costs money and takes time. The city has, from 2016 through now, a 65th Street Feasibility Study that will eventually look at whether it is feasible cost wise and nature impact wise, to extend 65th Street to provide the necessary outlet and traffic needs for that area that has been defined in various other studies that have been performed to date. He mentioned what Councilmember Piekarski Krech brings up can be done, it's not within the constraints of what this report is meant to do.

Councilmember Piekarski Krech said basically what they need to say is, is a \$17 million dollar street feasible, or do they say they don't accept the Feasibility Study and look at other ways to handle traffic movement in a residential area.

Councilmember Murphy questioned if the Council was being asked to adopt authorizing professional services for this Feasibility Study, from Robert to Harmon Park, and it would tell us if we need the street or if would tell us if we cannot afford it. Public Works Director Connolly responded the Feasibility Report as it's been drafted has already indicated, based on past study efforts, the need for the road as it fits into the city's Comprehensive Plan and the various other plans and effort that has been put forth. That work has already been done. The Report is intended to contextualize that for a cost. They are looking at updating the cost from 2020 to indicate it's going to cost a certain amount for different options. They are trying to get options that bookend it. For example, the most expensive option, what may be considered the least expensive option, or a more realistic option knowing that actual costs, if this project ever moved forward, would probably be somewhere in between. It is meant to be a guiding document, not an end all be all.

Councilmember Murphy commented that the Council wants to ultimately find out if it could just curve from Robert down to 70th. He said there was a lot of residents in here a few weeks back talking about that very thing. He asked if they would need another study to figure that out or if this one would do

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that. Public Works Director Connolly responded this one would contextualize the discussion around 65th Street. Every site development and potential iteration of options for development out beyond the 65th Street corridor would be something that would have to be looked at independent from this.

City Administrator Wilson mentioned if the Council was interested in seeing some road layouts in the area that eliminate a direct east/west connection approximately where 65th Street is, Staff can get a price quote for having that analysis done. Staff can ask for not only the layouts but what they think that impact would be on different intersections such as 70th Street. She said that isn't what she heard to be the question when this was discussed at the February Work Session when it was more clarification and a bit more of a drill down on the existing 65th Street Feasibility Study. She stated that is what Mr. Connolly has received a price quote for and bringing forward. If the Council doesn't believe this set of additional information will help make a final decision, they shouldn't do this add on, they should do something different and would have to come back. She stated that Staff would have to better understand, or have Council clarify what it is they are looking for. She has heard that the Council wants it in today's dollars, to know how the price has changed over time, and the other things on the list.

Mayor Bartholomew said he thought they discussed what would it take to have transportation without a 65th Street going through and what would that look like. He understands the option this would be for Part A. He thought the discussion at the meeting was is if there was any way they can make this work, what it would cost to make it work without a 65th, or if that is even feasible. He said that was what he thought he heard at the meeting and what he took away. He apologized if there has been a disconnect. He said it is good to know they can look at this and make an informed opinion on whether 65th is warranted to cost, whether it meets transportation needs, which he believed this one does, and if there is an alternative to it that doesn't see it through to 65th.

Councilmember Gliva referenced a map shown and requested clarification about if they were only looking at that one circled area; it doesn't connect. She asked if this was being taken in parts. She questioned if this works, does it mean 65th ends there. Public Works Director Connolly replied they are looking at this in phases. The first Feasibility Report put together a number of different alignment phases, it got pretty skewed in terms of different options. There is a lot of potential out there with the report, but no solid conclusion because there were too many different types of options. They could have two or three alignments in Phase 2, two or three alignments in Phase 1. Once getting through all those iterations there was a recommended alignment, but it wasn't necessarily the one that was going to work for all parties involved.

Public Works Director Connolly stated they were looking at this from a timing perspective. They have a potential development application coming in for a parcel. It could be in within the next week or the next couple of weeks. The problem is Staff isn't able to explain anything to them regarding their northern property line because this remains unfinished. Staff is trying to get to a point. He said the Feasibility Report, just because it's accepted, doesn't mean the Council has to vote to advance it as a part of a project. There have been a number of different options where it can still be a Feasibility Report that Staff can use as a planning and guiding document. Staff doesn't have to advance a project if they don't feel from a Council's perspective that it's warranted, or from a Staff's perspective, that it is necessary. Staff is trying to get to a point where they can provide some direction/feedback to potential Developers with respect to what they feel as a city, may need to construct this road in the future. He referenced a development on a diagram and stated if looking at the plat for that, back in the early 80's they dedicated right of way for half of 65th Street. He commented did they ever go through a Feasibility Study like this, probably not. He questioned if they thought that was enough right of way to build 65th Street, and answered, probably not. At some point someone had the foresight to say they should

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probably reserve that space. The problem Staff has now is that there is no guiding document to allow them as Staff to do that. That is what this Feasibility Report, as Staff, is recommending they get.

Councilmember Murphy said if approving that, the Council still has the ability. He said he doesn't picture 65th Street being a straight line all the way through. He questioned if there is the ability, as Council and Staff, to say this is a better route for 65th. He asked if that was accurate. Public Works Director Connolly responded it depends. He has looked at the study enough from an objective point of view to not see that there would be many options for it to waiver.

Councilmember Murphy asked if that was from being a straight route. Public Works Director Connolly responded yes, from being a straight route. It would not be a perfectly straight line, it may deviate a little bit, particularly on the west end. There isn't much they could move 100 or 200 feet north or south in a curvy manner that would make it any more cost effective. It would probably be less cost effective and create less flexibility for Developers to develop.

Councilmember Murphy stated the City Administrator put up a map that a resident had put together which was a hypothetical. It showed 65th coming off of Robert and curving down. They went through the pros and cons of that. He asked if the Public Works Director's option was that it wasn't going to work in this area. Public Works Director Connolly responded he didn't have an opinion about that. He said there may have been a disconnect in their understanding from Staff's perspective of what was being requested at the Work Session. That was shown as a theoretical concept design. He said he thought Mayor Bartholomew had noted he would like to see more clarity on the north/south connections. He said there is a high-level development proposal and an idea of what may be coming in on the Summergate site and where they would connect to a 65th Street extension. There is a potential development in this area of where they have a concept of where they would also connect to 65th Street. As those things come in, in the next month, they want to show those on a map that this is where these things would be. As discussed in the Work Session there are challenges with some of those roadways that have already been put in to the south, particularly those in the Canvas Development that are not sized appropriately to match what a 65th Street is intended to carry in terms of traffic. That would be putting a lot more traffic on local roads. He said it is a bigger question, one that is always going to be out there. He questioned how long they have to look at those different options versus getting something out there for 65th Street that shows where the transportation plans have shown, the traffic data that shows there is a need for a road here to accommodate traffic that could come from the eventual full build out of the area.

Councilmember Murphy asked how they could help the Developer that is approaching the city now and not lock ourselves into a straight line, should that be what the Council decides. He asked if that was a possibility here. Public Works Director Connolly replied it was their goal to get the 65th Street Feasibility Study to a point, accepted by Council, and allow Staff to provide that guidance to said Developers as they bring in different proposals before they go through the full platting process, so they do not have to update their systems, plats, or submittals.

Mayor Bartholomew said he believed what the Council was struggling with was if there was a way to get traffic through the areas they know are going to be in development and have a connection from 70th Street up to that, without 65th. He asked if that was at all possible. He mentioned that was his sense in the last meeting. He questioned if it was north/south all the way through, or a north/south loop. He said City Administrator Wilson had shown several reasons why it seems improbable. The suggestion was Robert to the red area shown. He said he thought the intent was, in his understanding, if there was any way they could get a Feasibility and understand what north/south would look like without a 65th. He

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questioned if they could get up, loop out, is there any feasibility, and if that makes any sense. Public Works Director Connolly responded it would be a differentiation in the scope to what this study is.

Councilmember Piekarski Krech commented they would have to do a different study.

City Administrator Wilson said that Staff could go back and talk to consultants and get a different proposal for a different scope of work based on this conversation. They could probably have that back to the Council two weeks from tonight at the next meeting to consider what that would look like in terms of what it would study, what it would cost, and how long it would take.

Mayor Bartholomew said to include what they already have to date, what they have here. He said to refresh that from Robert to the end of the current development and what the feasibility is of the north/south without it connecting, with it looping in and out. He said he knows that is problematic, but to let everybody know that. City Administrator Wilson replied they could let everyone know that. It probably wouldn't be the same thing as what they think of as a Feasibility Study, which is very engineering based. It is going to incorporate more of a hybrid between some of the things they look at in a feasibility and traffic analysis based on the Comprehensive Plan and future land uses. How much traffic they think is coming at this area of the city and how much do they think would be coming out of this area of the city assuming it develops the way the Comprehensive Plan calls for it to.

Mayor Bartholomew mentioned they just saw something from the County not that long ago that projections have dropped tremendously in this area for traffic.

Public Works Director Connolly said he would caution saying that in that terminology. The projections have dropped, but 65th Street as part of that plan is still one of the top three assumed connection points as a part of that. Their study is more regional based. If the city decided that they were not going to put this road in, that would change all of the components of their study.

Mayor Bartholomew said those were things they needed to know for this Council to make their decision. He said we have to get to a point that this is the best alternative, whatever this is. Public Works Director Connolly replied he understands. His caution would be, and he agrees with City Administrator Wilson, that Staff can go back and ask for a clarification of what would need to be done. He said he would expect, rather than this being able to be updated in the next two months, this could take the majority of the summer and extend into fall.

Councilmember Dietrich said she felt this has been pushed down the road far enough. It has been since 2020. She would like to see what results this Feasibility Study gleans, not just for themselves as policymakers, but for future Developers. She said it does not lock us into anything, it gives them knowledge which helps them to be wise in their future decisions. Her vote would be to get this going sooner rather than later.

Mayor Bartholomew asked Councilmember Dietrich if they should get it going as it sits now at this point. Councilmember Dietrich agreed.

Councilmember Piekarski Krech stated her problem with this whole thing is that it does not take into account the natural topography. A road and development can be put anywhere they want to, if bringing in enough fill and rock walls. She said this is boulder wall all over the place, a possible land bridge, all kinds of things. She did not think \$17 million dollars for a road that goes a couple of miles is fiscally responsible. She thought there were other ways to do it. That was her concern. She said lines

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can be put on a map because people said it makes the most sense. She said her bedroom is where it is right now because 75th Street did not go through. There are changes that get made every once in a while. She knows we need connections and looping; this does not take into account at all the topography of the area and how can they do that and still be fiscally responsible. She thought we could. She mentioned there is a development in the southern end of town that has one access in and out and there are 200+ homes there.

Mayor Bartholomew referenced Southern Lakes as the area Councilmember Piekarski Krech was talking about. Councilmember Piekarski Krech responded yes.

Councilmember Dietrich asked if this would lock them into a \$17 million dollar project. Public Works Director Connolly responded he did not believe that was the case. The purpose of the Feasibility Study was to look at potential alignment options and try to provide, in this case, what they are recommending, two different cost options. One is if the land gets dedicated and are able to work with Developers with grading to reduce the cost to construct. The other option was to build it as it exists today without any development participation. He said we all know which option is going to cost more. It would probably be a more perceived level of destruction to the environmental components that Councilmember Piekarski Krech noted. He wanted to point out when looking at this and understanding how this is going to go, they know Developers are going to come and do different layouts, they basically masquerade their entire site. A lot of these concerns, be it knocking down trees or taking down hilltops, Developers are going to do that regardless of whether they put a road along 65th Street or not. It's going to happen; the question is are we able to best mitigate it in working with them.

Councilmember Piekarski Krech commented that Developers are not supposed to do that in this area. The city paid a lot of money to do a study, there are areas that are not supposed to be touched, there are several of them in this part of the city.

Public Works Director Connolly said there were challenges with that. That is what their Report is intended to show, where those areas are. He said there is no perfect solution here. Staff is trying to get this to a point where they can move it a little bit forward and give Staff a bit more direction on how to proceed. The feasibility component looks at alignments and what can be done to avoid certain situations. What Staff found, through previous iterations of this between 2016 to 2020, is they were able to narrow it down to what they believe to be the most cost effective and least damaging options. That may still go through a sedge meadow or take out five heritage trees, it still may have some impacts. That's the nature of this area of the city. They want to show what those are. He said if they bring forward a cost or project that cost wise, is way beyond anything the Council or City Staff was comfortable with, they would note that as a part of the Feasibility Study. He said he does not like the statement in Feasibility Studies that say, "this project is feasible and cost effective," that is kind of a "get out of jail free card" for people who write Feasibility Studies. His intention is not to present a Feasibility Study from our Consultant that says that his intention is just to report the facts of what is found. Then they can have a conversation about what the report actually says and what the Council's comfort level is with advancing the project or not. That is the whole part of the process. He said they do not have the ability to or not advance this project if they don't finish the Feasibility Study and make a determination with Public Hearing. It is going to move forward or it's not. He said they cannot get to that point until this process is closed.

Councilmember Murphy asked if accepting, this helps those that want to come in, it gives guidance. For example, a potential Developer comes in and says this is what they want to do, Staff could go back

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to them and say it might be better if 65th Street went a little this way or that way, then Council could approve or not approve. He asked if that was accurate. Public Works Director Connolly responded yes, theoretically they could if you do not order the project before development occurs. If the project is ordered before development, that is going to be the one option presented. They would dictate a final design layout that Developers would have to work with.

Mayor Bartholomew stated the request is for this Feasibility Study with Option 1 and Option 2. He said he hears from the Public Works Director that any deviation from this would push this out possibly through the end of summer. Public Works Director Connolly responded it was likely, depending on the scope requested. If looking at full area AUAR type reviews, it would take a lot more time and resources of the consultant, well beyond the scope they have done in the past. It's not just updating numbers, it's like doing a new study.

Mayor Bartholomew said they get this study done, talking about Section A, and the Developer comes in and says they agree with the plan, Feasibility Study, this is how they want to develop it. He questioned if they were letting the horse out of the barn already by saying they were going to go with this, and that memorializes 65th east/west in that location. He said they were not even looking at the possibility of a Southern Lakes type development where you are in/out on 70th.

Public Works Director Connolly said if accepting the Feasibility Report they do not necessarily have to order a Public Hearing. Staff would ask for direction on the next stages. They would order/request a Public Hearing for this at some point in the future when they want to extend/construct the road. Part of bringing in a Feasibility Report, they have not thought through all of the options, they have to see what the Feasibility Report says. If it comes back and all of the options look cost prohibitive, they would say that Staffs opinion is that the costs really are beyond and do not recommend advancing this for that reason. The typical process with a Street Reconstruction project that the Council has been exposed to the last couple of years is that there is a Feasibility Report, the Council accepts the Feasibility Report, order a Public Hearing, have the Public Hearing, order the project, design the project, bid it. He said this does not tie into that. The Council can accept or deny the Feasibility Report. Denying is like nothing ever happened, would be back at square one, just looking at a nothing type project. If accepting the Feasibility Report they would not have to advance it immediately, it would just give Staff direction in order to provide guidance to Developers. To be able to look at potential right of way options, look at their grading, look at where their roads would connect in. At some point, probably not after everything is fully developed, Staff would say they would like to advance this project, then the Council can order the Public Hearing and move it forward.

Councilmember Murphy questioned if Staff would have the ability to look at 65th and Robert to Harmon Park and say this might be a better option. Public Works Director Connolly agreed and said they would look at those types of things with respects to the grading plans and what the Developers would bring. He said it might not make sense if two Developers were right next to each other and each want to put a road that is fifty feet from their property line. Maybe they should have just one road instead of two separate ones. There are options. They are challenged in this area regardless because they do not have wide open tracks of land, the ¼ section line, there is a lot of different property owners on both sides of the road which makes it complicated. That is why the recommendation with this revision, Staff wants to show right of way acquisition and actual costs. The existing report had \$11.5 million dollars and did not include right of way acquisition. He said they need to look at that because that is a real project cost. As the Council, they need to know what that cost is, and Staff needs to look at it from a funding source standpoint, who would typically pay for this. Staff would look at property owners and Developers. There is going to be the potential for possible assessments, deferred assessments. It is

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easier to do that before anything comes and develops here than wait after the fact otherwise, they are looking at situations where they have trouble going back after it if the area develops fully, put a road in, and require right of way. It gets difficult to assess that parcel for their share of the road. That parcel, instead of being one owner, is parceled up into 50 or 60 owners.

Mayor Bartholomew gave an example that development proceeds and 65th is not settled, they don't order it, the in/out would have to be on 70th Street or something like that. It would be a temporary in and out and would have to live like that until something else comes. Public Works Director Connolly responded those are a part of the development reviews and when traffic models are generated, that is stuff they would have to look at and work with the County on.

Mayor Bartholomew clarified that the Public Works Director is requesting Option 1 or Option 2, or both, one or the other. Just from Robert Street to the circled area, prior to the Arlene neighborhood. Public Works Director Connolly responded correct.

Mayor Bartholomew stated to reaffirm what he has said earlier, they have asked twice now, is the feasibility of no 65th included in this report would be onerous and they would not see this until late summer or early fall. Public Works Director Connolly responded yes, that is very likely.

Mayor Bartholomew asked the Council where they want to go with this Feasibility Study.

Councilmember Murphy questioned if they were updating Option 1 and Option 2, providing cost estimates for both. Public Works Director Connolly replied those were cost options, not the phase options shown on the map.

Councilmember Murphy stated he has a better understanding of it, he does not see any downside to authorizing additional professional services on it and getting some more information.

Motion by Murphy, second by Dietrich, to consider Resolution 2022-060 approving the professional services from WSB for additional costs to perform 65th Street Feasibility Report Updates.

Ayes: five

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

There was no public comment.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Dietrich said there was another Pavement Management Task Force Citizens meeting last Thursday. They have broken up into small groups now for the past two sessions and have really had the chance to hear what some of the residents think. They are getting close to a recommendation for Council.

Councilmember Dietrich commented she noticed that the Parks and Recreation Director was in attendance with a workspace. She was thinking that it would be nice if he could be along the wall where everyone else is, or somewhere. She thought if the room was full and there was a question for him, just for the optics, she does not want to call him out of a corner. She asked, along with other

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Department Heads, if they could look into it so it looks more like a group, it would be more professional.

9. ADJOURN:

Motion by Gliva, second by Murphy, to adjourn the meeting at 7:23 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek

Request for Council Action

SUBJECT: **Approval of Disbursements**

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Ryan Albright, Accounting Technician, 651.450.2515

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of April 20 - May 3, 2022.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of April 20 - May 3, 2022. Disbursement details are attached to this memo.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution
2. Disbursement listing 4.20.2022 - 5.3.2022

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

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD OF April 20 – May 3, 2022**

WHEREAS, a detailed listing of disbursements for the period of April 20 – May 3, 2022 was presented to the council for approval.

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

Fund Type	Amount
General Fund	\$389,210.42
Special Revenue	57,267.81
Debt Service	0
Capital Projects	82,818.02
Enterprise	240,005.33
Internal Service	333,444.14
Escrows	86,359.21
Total - All Funds	\$1,189,104.93

Adopted this 9th day of May 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Payment Dates 4/20/2022 - 5/3/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
CIVICPLUS	220405	12/28/2021	CivicClerk Agenda Management...	101.47.1400.413.40035	5,000.00
MN DEPT OF REVENUE	Mar 22	04/20/2022	Taxes	101.207.2070300	0.10
MN DEPT OF REVENUE	Mar 22	04/20/2022	Taxes	101.207.2070300	47.97
BJORKLUND COMPENSATION C...	00004369	04/21/2022	Job Evaluation	101.41.1100.413.30500	145.00
HOISINGTON KOEGLER GROUP ...	020-013-15	04/21/2022	2.2022 Park Plan - Basic services	101.44.6000.451.30700	367.50
OCCUPATIONAL HEALTH CENTE...	103505393	04/21/2022	Pre-employment Physicals	101.41.1100.413.30500	2,268.00
OCCUPATIONAL HEALTH CENTE...	103548956	04/21/2022	Pre-employment Physicals	101.41.1100.413.30500	450.00
IMAGE TREND INC	134648	04/21/2022	annual fee and annual license f...	101.42.4200.423.30700	3,110.00
MCKESSON MEDICAL-SURGICAL ..	19281358	04/21/2022	scissors and bandages for medi...	101.42.4200.423.60065	29.27
MCKESSON MEDICAL-SURGICAL ..	19281419	04/21/2022	glucose for medical bags on tru...	101.42.4200.423.60065	38.64
MCKESSON MEDICAL-SURGICAL ..	19281529	04/21/2022	Narcan for medical bags on truc...	101.42.4200.423.60065	270.00
FIRSTSCRIBE	257021	04/21/2022	ROWay Application	101.43.5100.442.40044	250.00
ASPEN MILLS	292219	04/21/2022	Uniforms for firefighter	101.42.4200.423.60045	173.75
AUSTAD CONSTRUCTION INC	4/14/2022	04/21/2022	Inspections permit refund	101.45.0000.3221000	115.00
GROUNDWORKS MINNESOTA	4/19/2022	04/21/2022	Inspection permit refund	101.45.0000.3222000	82.60
COMCAST	4/5/2022	04/21/2022	cable TV for Station 1	101.42.4200.423.30700	10.81
UNIFIRST CORPORATION	900689127	04/21/2022	Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	900689127	04/21/2022	Uniforms	101.44.6000.451.60045	14.24
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	101.42.4200.423.40020	878.27
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	101.43.5200.443.40020	82.20
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	101.43.5400.445.40020	751.07
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	101.44.6000.451.40020	837.44
HARRIS COMPUTER SYSTEMS	MUNCT0000395	04/21/2022	Budget reconciliation	101.45.3300.419.30700	3,937.50
ICMA RETIREMENT TRUST - 457	INV0134782	04/22/2022	457 - ROTH AGE 50+	101.203.2031400	190.87
ICMA RETIREMENT TRUST - 457	INV0134783	04/22/2022	457 - ROTH AGE 50+	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0134784	04/22/2022	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0134785	04/22/2022	457 -AGE <49 %	101.203.2031400	8,041.45
ICMA RETIREMENT TRUST - 457	INV0134786	04/22/2022	457 -AGE 50+	101.203.2031400	7,080.29
ICMA RETIREMENT TRUST - 457	INV0134787	04/22/2022	457 -AGE <49	101.203.2031400	8,121.00
ICMA RETIREMENT TRUST - 457	INV0134788	04/22/2022	457 PLAN -AGE 50+ %	101.203.2031400	1,484.17
AFSCME COUNCIL 5	INV0134789	04/22/2022	UNION DUES (AFSCME FULL SH...	101.203.2031000	888.03
AFSCME COUNCIL 5	INV0134790	04/22/2022	UNION DUES (AFSCME FULL SH...	101.203.2031000	80.72
TEXAS STATE DISBURSEMENT ...	INV0134791	04/22/2022	CASE #0012022247	101.203.2032100	230.77
MINNESOTA DEPARTMENT OF ...	INV0134792	04/22/2022	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF ...	INV0134793	04/22/2022	CASE #001563363401	101.203.2032100	377.48
MINNESOTA DEPARTMENT OF ...	INV0134794	04/22/2022	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF ...	INV0134795	04/22/2022	CASE #001521862201	101.203.2032100	200.73
WI SCTF (WI SUPPORT COLLECT...	INV0134796	04/22/2022	PARTICIPANT ID#0004986316	101.203.2032100	433.06
IGH FIRE RELIEF ASSN	INV0134797	04/22/2022	MEMBERSHIP DUES - FIRE RELIE...	101.203.2031000	399.00
IGH FIRE RELIEF ASSN	INV0134798	04/22/2022	MEMBERSHIP DUES - FIRE RELIE...	101.203.2031000	117.00
MEDSURETY ACH ONLY	INV0134799	04/22/2022	HSA ELECTION-FAMILY	101.203.2032500	3,395.82
MEDSURETY ACH ONLY	INV0134800	04/22/2022	HSA ELECTION-SINGLE	101.203.2032500	5,787.63
MN DEPT OF REVENUE (PAYROL...	INV0134801	04/22/2022	LEVY - ANDREW BRAVO	101.203.2031900	200.00
MN STATE RETIREMENT SYSTEM	INV0134802	04/22/2022	MINNESOTA DEFERRED COMP...	101.203.2031400	725.00
PERA	INV0134803	04/22/2022	PERA COORDINATED PLAN	101.203.2030600	47,467.06
PERA	INV0134804	04/22/2022	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,651.33
PERA	INV0134805	04/22/2022	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0134806	04/22/2022	EMPLOYER SHARE (PERA DEFIN...	101.203.2030600	21.92
PERA	INV0134807	04/22/2022	PERA POLICE & FIRE PLAN	101.203.2030600	26,592.88
PERA	INV0134808	04/22/2022	EMPLOYER SHARE (POLICE & FI...	101.203.2030600	39,889.29
ICMA RETIREMENT TRUST - 457	INV0134809	04/22/2022	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,248.05
ICMA RETIREMENT TRUST - 457	INV0134810	04/22/2022	ROTH IRA (AGE 50 & OVER)	101.203.2032400	819.23
ICMA RETIREMENT TRUST - 457	INV0134811	04/22/2022	ROTH-AGE <49 %	101.203.2032400	57.18

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EFTPS	INV0134812	04/22/2022	FEDERAL WITHHOLDING	101.203.2030200	67,037.42
MN DEPT OF REVENUE (PAYROL...	INV0134813	04/22/2022	STATE WITHHOLDING	101.203.2030300	28,116.47
EFTPS	INV0134814	04/22/2022	MEDICARE WITHHOLDING	101.203.2030500	18,812.48
EFTPS	INV0134815	04/22/2022	SOCIAL SECURITY WITHHOLDING	101.203.2030400	51,777.10
HOISINGTON KOEGLER GROUP ...	021-045-2	04/28/2022	HKGI ordinance work	101.45.3200.419.30600	1,782.50
HOISINGTON KOEGLER GROUP ...	021-075-3	04/28/2022	HKGI planning work re JMH land..	101.45.3200.419.30600	1,880.00
TYLER TECHNOLOGIES, INC	025-375954	04/28/2022	Finance Software	101.47.1400.413.40035	3,504.00
OCCUPATIONAL HEALTH CENTE...	103553179	04/28/2022	Pre-employment physical - Eng. ...	101.41.1100.413.30500	150.00
OCCUPATIONAL HEALTH CENTE...	103556748	04/28/2022	Pre-employment physical	101.41.1100.413.30500	150.00
FIRST IMPRESSION GROUP, THE	128067	04/28/2022	Spring 2022 insights printing an...	101.41.1300.413.50032	6,595.00
FIRST IMPRESSION GROUP, THE	129003	04/28/2022	business cards katie malott	101.41.1100.413.60070	45.00
YILEK, KAITLIN	2	04/28/2022	guitar/ukulele lessons	101.44.6100.452.30700	205.80
DAJ ENTERPRISES LLC (ECO WO...	21345	04/28/2022	fertilizer	101.44.6000.451.60030	7,675.20
DAJ ENTERPRISES LLC (ECO WO...	21345	04/28/2022	seed	101.44.6000.451.60065	2,000.00
CIVICPLUS	223957	04/28/2022	Finance charge on overdue bala...	101.47.1400.413.40035	155.34
RENEE DUBS ELLENA	22-5090	04/28/2022	City Word templates	101.41.1300.413.30700	160.00
OTTE EXCAVATING	2442	04/28/2022	pump & back flush at SV	101.44.6000.451.40040	450.00
VERIFIED HOLDINGS, LLC	329116	04/28/2022	Solicitor Permit Background che...	101.41.1100.413.30700	55.00
TDS METROCOM	4/13/2022	04/28/2022	Phone services	101.47.1400.413.50020	177.27
DISCOVER PRODUCTS, INC.	4/14/2022	04/28/2022	Investigations Subpoena request	101.42.4000.421.30700	22.00
GROUNDWORKS MINNESOTA	4/20/2022	04/28/2022	Inspection permit refund	101.45.0000.3221500	83.38
WASHINGTON, OLIVIA	4/26/2022	04/28/2022	Refund massage therapist licen...	101.41.0000.3217500	55.00
WASHINGTON, OLIVIA	4/26/2022	04/28/2022	Refund massage therapist licen...	101.41.0000.3217500	55.00
DAKOTA CTY FINANCIAL SVCS	43742	04/28/2022	1st Quarter 2022 Utility Charges	101.43.5400.445.40020	1,047.64
LOCAL GOVERNMENT INFORM...	51947	04/28/2022	Internet Services	101.47.1400.413.40035	1,896.00
LOCAL GOVERNMENT INFORM...	51974	04/28/2022	LOGIS Professional Services	101.47.1400.413.30700	162.50
MN NCPERS LIFE INSURANCE	542000052022	04/28/2022	Premium 4.2022	101.203.2031600	272.00
DAJ ENTERPRISES LLC (ECO WO...	6257	04/28/2022	S&H for previous order	101.44.6000.451.60030	45.00
SAFETYFIRST SPECIALTY CONTR...	7982	04/28/2022	playground parts	101.44.6000.451.60065	987.45
GRAINGER	9282816678	04/28/2022	hose clamp	101.44.6000.451.40047	22.56
JASON THOMAS CARDINAL	IGHPD2022-1	04/28/2022	Background Investigations	101.42.4000.421.30701	440.00
SOLARWINDS	INS58830	04/28/2022	Helpdesk software	101.47.1400.413.40035	2,340.00
HOOTSUITE INC.	INV-2010197390	04/28/2022	hootsuite social media software	101.47.1400.413.40035	1,680.00
JUSTFOIA, INC.	RN7425	04/28/2022	FOIA request management soft...	101.47.1400.413.40035	9,450.00
CDW GOVERNMENT INC	V298269	04/28/2022	Monitor	101.47.1400.413.60041	328.09
				Fund 101 - GENERAL FUND Total:	388,953.90

Fund: 201 - C.V.B. FUND

ERIC SATRE	2/28/2022	04/21/2022	CVB supplies	201.44.1600.465.60010	128.26
HOURL MEDIA	3-22-AAA1104	04/28/2022	AAA Magazine CVB promotion	201.44.1600.465.50025	1,278.00
				Fund 201 - C.V.B. FUND Total:	1,406.26

Fund: 204 - RECREATION FUND

MN DEPT OF REVENUE	Mar 22	04/20/2022	Taxes	204.207.2070300	256.52
				Fund 204 - RECREATION FUND Total:	256.52

Fund: 205 - COMMUNITY CENTER

MN DEPT OF REVENUE	Mar 22	04/20/2022	Taxes	205.207.2070300	3,196.49
GILBERT MECHANICAL CONTRA...	216328	04/21/2022	misc repairs/resets to AHU/cool...	205.44.6200.453.40040	3,179.00
GILBERT MECHANICAL CONTRA...	216328	04/21/2022	misc repairs/resets to AHU	205.44.6200.453.40040	3,540.25
PERFECTION PLUS, INC	114251	04/28/2022	April 2022 cleaning/sanitizing	205.44.6200.453.40040	8,657.70
GARTNER REFRIGERATION & M...	12389932	04/28/2022	serviced brine pump	205.44.6200.453.40040	531.00
USAQUATICS, INC	16962	04/28/2022	Pool Filter Project-Design/Engin...	205.44.6200.453.80200	14,786.43
HUEBSCH SERVICES	20145461	04/28/2022	lobby mats	205.44.6200.453.40040	312.59
HUEBSCH SERVICES	20145461	04/28/2022	lobby mats	205.44.6200.453.40040	78.15
TOTAL CONSTRUCTION & EQUIP.	33150	04/28/2022	Arena new LED wallpacks	205.44.6200.453.40040	2,410.54
NASSEFF PLUMBING & HEATING...	40453	04/28/2022	annual PM	205.44.6200.453.40040	3,651.75
NASSEFF PLUMBING & HEATING...	40453	04/28/2022	annual PM	205.44.6200.453.40040	3,651.75
NASSEFF PLUMBING & HEATING...	40687	04/28/2022	motor/fan assembly repair	205.44.6200.453.40040	1,213.00
TWIN SOURCE SUPPLY	497289	04/28/2022	replace battery charger in floor...	205.44.6200.453.60040	590.45
TWIN SOURCE SUPPLY	497289	04/28/2022	replace battery charger in floor...	205.44.6200.453.60040	590.45
LVC COMPANIES, INC.	86333	04/28/2022	VMCC 3-yr dry system trip testi...	205.44.6200.453.40040	862.50

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LVC COMPANIES, INC.	86333	04/28/2022	VMCC 3-yr dry system trip testi...	205.44.6200.453.40040	862.50
HORIZON COMMERCIAL POOL ...	INV13997	04/28/2022	Commercial Pool Cleaner	205.44.6200.453.80800	7,747.00
Fund 205 - COMMUNITY CENTER Total:					55,861.55
Fund: 402 - PARK ACQ. & DEV. FUND					
HOISINGTON KOEGLER GROUP ...	020-057-15	04/21/2022	2.2022 Vista Pines - constructio...	402.44.6000.451.30700	882.50
WSB & ASSOCIATES, INC.	R-020153-000-1	04/28/2022	HVP Ph IV Project Mgt	402.44.6000.451.30700	351.00
Fund 402 - PARK ACQ. & DEV. FUND Total:					1,233.50
Fund: 436 - 117TH STREET RECONSTRUCTION					
SRF CONSULTING GROUP, INC	13074.00-12	04/21/2022	117th Street Reconstruction	436.73.5900.736.30300	23,550.52
Fund 436 - 117TH STREET RECONSTRUCTION Total:					23,550.52
Fund: 437 - 2017 IMPROVEMENT FUND					
DAKOTA CTY TREASURER-AUDI...	4/21/2022	04/28/2022	Property Taxes 20-01700-01-02...	437.73.5900.737.30700	246.00
DAKOTA CTY TREASURER-AUDI...	4/22/2022	04/28/2022	Property Taxes 20-01600-31-01...	437.73.5900.737.30700	3,544.00
Fund 437 - 2017 IMPROVEMENT FUND Total:					3,790.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					
SHORT ELLIOTT HENDRICKSON, ...	423607	04/21/2022	62nd and Boland Trail Rehab	440.74.5900.740.30300	791.92
BRAUN INTERTEC CORPORATION	B285284	04/21/2022	Bryant Lane Area Improvements	440.74.5900.740.30700	2,706.00
BRAUN INTERTEC CORPORATION	B285285	04/21/2022	Bryant Lane Area Improvements	440.74.5900.740.30700	1,508.25
BRAUN INTERTEC CORPORATION	B285291	04/21/2022	Bryant Lane Area Improvements	440.74.5900.740.30700	480.00
KIMLEY-HORN & ASSOCIATES, I...	21047505	04/28/2022	Cahill Trunk Drainage	440.74.5900.740.30300	1,790.87
KIMLEY-HORN & ASSOCIATES, I...	21165029	04/28/2022	Carleda Way Recon	440.74.5900.740.30300	7,638.34
Fund 440 - PAVEMENT MANAGEMENT PROJ Total:					14,915.38
Fund: 441 - STORM WATER MANAGEMENT					
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	441.74.5900.741.40020	465.71
Fund 441 - STORM WATER MANAGEMENT Total:					465.71
Fund: 444 - PARK CAPITAL REPLACEMENT					
HOISINGTON KOEGLER GROUP ...	021-002-12	04/21/2022	2.2022 SV/NV - concept options...	444.44.5900.744.30700	3,246.25
Fund 444 - PARK CAPITAL REPLACEMENT Total:					3,246.25
Fund: 448 - NWA - STORM WATER					
KIMLEY-HORN & ASSOCIATES, I...	21047492	04/21/2022	Argenta Trail Drainage	448.74.5900.748.30300	4,509.76
KIMLEY-HORN & ASSOCIATES, I...	21047506	04/21/2022	MS4 Program	448.74.5900.748.30300	1,868.25
Fund 448 - NWA - STORM WATER Total:					6,378.01
Fund: 451 - HOST COMMUNITY FUND					
DAKOTA CTY FINANCIAL SVCS	00043735	04/28/2022	Rich Valley Park fiber build	451.45.3000.419.60065	15,784.60
Fund 451 - HOST COMMUNITY FUND Total:					15,784.60
Fund: 453 - SE QUADRANT TIF DIST 4-1					
EHLERS AND ASSOCIATES, INC.	90236	04/21/2022	Research TIF 4-1 uses 3.2022	453.57.9000.570.30150	550.00
Fund 453 - SE QUADRANT TIF DIST 4-1 Total:					550.00
Fund: 471 - 2021 IMPROVEMENT FUND					
BITUMINOUS ROADWAYS, INC.	4/20/2022	04/28/2022	Reimbursement of unspent Dev...	471.71.5900.771.70600	19,747.77
Fund 471 - 2021 IMPROVEMENT FUND Total:					19,747.77
Fund: 501 - WATER UTILITY FUND					
MN DEPT OF REVENUE	Mar 22	04/20/2022	Taxes	501.207.2070200	396.88
MN DEPT OF REVENUE	Mar 22	04/20/2022	Taxes	501.207.2070300	64.84
STANTEC CONSULTING SERVICE...	1911499	04/21/2022	Engineering Fees	501.50.7100.512.30300	412.50
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	501.50.7100.512.40020	10,988.13
METROPOLITAN COUNCIL	0001138695	04/28/2022	For Vac truck	501.50.7100.512.40043	425.00
METROPOLITAN COUNCIL	0001138836	04/28/2022	Permit for water	501.50.7100.512.40040	475.00
W. W. GOETSCH ASSOCIATES, I...	107889	04/28/2022	Equip repair at booster station	501.50.7100.512.40042	650.00
KAT-KEY'S LOCK & SAFE CO.	124421	04/28/2022	Keys for buildings	501.50.7100.512.40040	1,035.47
KAT-KEY'S LOCK & SAFE CO.	124427	04/28/2022	Keys for buildings	501.50.7100.512.40040	51.60
SHADES OF GREEN OUTDOOR S...	1683	04/28/2022	Lawn care treatments for Utility...	501.50.7100.512.30700	1,800.00
OPTION ONE MECHANICAL LLC	2469	04/28/2022	New AC units	501.50.7100.512.40040	7,900.00
GRAINGER	9290303362	04/28/2022	Plant supplies	501.50.7100.512.40040	58.86
ESS BROTHERS & SONS INC	CC1657	04/28/2022	Adjustment rings	501.50.7100.512.60016	507.40
CORE & MAIN LP	Q688794	04/28/2022	Flex stake markers	501.50.7100.512.60016	1,104.16
CORE & MAIN LP	Q692676	04/28/2022	Hydrant parts	501.50.7100.512.60016	3,639.52

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CORE & MAIN LP	Q697546	04/28/2022	gate valve parts	501.50.7100.512.60016	807.69
CORE & MAIN LP	Q728970	04/28/2022	New hydrant	501.50.7100.512.60016	5,393.28
Fund 501 - WATER UTILITY FUND Total:					35,710.33
Fund: 502 - SEWER UTILITY FUND					
METROPOLITAN COUNCIL	0001137755	04/21/2022	Waste Water Services	502.51.7200.514.40015	170,759.93
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	502.51.7200.514.40020	301.08
Fund 502 - SEWER UTILITY FUND Total:					171,061.01
Fund: 503 - INVER WOOD GOLF COURSE					
MN DEPT OF REVENUE	Mar 22	04/20/2022	Taxes	503.207.2070300	322.20
MTI DISTRIBUTING CO	1335038	04/21/2022	Toro RM3100 Mower	503.52.8600.527.80400	19,237.50
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	503.52.8600.527.40020	52.82
MTI DISTRIBUTING CO	1336108-02	04/28/2022	equip parts	503.52.8600.527.40042	27.96
MTI DISTRIBUTING CO	1336124-01	04/28/2022	equip parts	503.52.8600.527.40042	83.87
MTI DISTRIBUTING CO	1336741-01	04/28/2022	equip parts	503.52.8600.527.40042	26.67
MTI DISTRIBUTING CO	1338027-02	04/28/2022	equip parts	503.52.8600.527.40042	20.28
MTI DISTRIBUTING CO	1338027-03	04/28/2022	equip parts	503.52.8600.527.40042	53.16
MTI DISTRIBUTING CO	1338027-04	04/28/2022	equip parts	503.52.8600.527.40042	106.32
MTI DISTRIBUTING CO	1339687-00	04/28/2022	equip parts	503.52.8600.527.40042	298.63
SUPERIOR TURF SERVICES INC	2038	04/28/2022	signs	503.52.8600.527.60050	2,860.88
HANCO CORPORATION	617836	04/28/2022	tires	503.52.8600.527.60014	259.16
VERSATILE VEHICLES, INC.	76514	04/28/2022	equip parts	503.52.8600.527.40042	1,195.83
VERSATILE VEHICLES, INC.	76515	04/28/2022	equip parts	503.52.8600.527.40042	628.75
COLLEGE CITY BEVERAGE	788923	04/28/2022	beer for resale	503.52.8300.524.76150	906.65
GEMPLER'S INC.	INV0004497111	04/28/2022	shop supplies	503.52.8600.527.60012	309.59
Fund 503 - INVER WOOD GOLF COURSE Total:					26,390.27
Fund: 602 - RISK MANAGEMENT					
HEPPNER'S AUTO BODY	48225	04/28/2022	Vehicle repairs	602.00.2100.415.40048	3,092.50
Fund 602 - RISK MANAGEMENT Total:					3,092.50
Fund: 603 - CENTRAL EQUIPMENT					
FORCE AMERICA, INC.	001-1628023	04/21/2022	Stock sander motors	603.140.1450050	1,177.79
ZARNOTH BRUSH WORKS	0188809-IN	04/21/2022	#325 sweeper parts	603.00.5300.444.40041	81.90
ZARNOTH BRUSH WORKS	0188809-IN	04/21/2022	Stock Sweeper brooms	603.140.1450050	1,750.60
ZARNOTH BRUSH WORKS	0188939-IN	04/21/2022	Sweeper brooms	603.140.1450050	578.60
FACTORY MOTOR PARTS COMP...	1-7529449	04/21/2022	Stock oil filters	603.140.1450050	55.00
MN LOCKS	17877	04/21/2022	service call fee + duplicate keys	603.00.5300.444.40040	128.50
FACTORY MOTOR PARTS COMP...	1-228942	04/21/2022	Vehicle Batteries	603.140.1450050	359.97
MANSFIELD OIL COMPANY	23175019	04/21/2022	Fuel	603.140.1450060	2,202.00
MANSFIELD OIL COMPANY	23175020	04/21/2022	Fuel	603.140.1450060	5,150.49
MANSFIELD OIL COMPANY	23175021	04/21/2022	Fuel	603.140.1450060	13,960.14
MANSFIELD OIL COMPANY	23178557	04/21/2022	Fuel	603.140.1450060	13,968.52
MANSFIELD OIL COMPANY	23178558	04/21/2022	Fuel	603.140.1450060	7,345.16
NUSS TRUCK AND EQUIPMENT	23875	04/21/2022	New dump truck #314	603.00.5300.444.80700	124,597.55
FACTORY MOTOR PARTS COMP...	41-572197	04/21/2022	Stock Oil Filter	603.140.1450050	42.72
TOWMASTER TRAILERS INC	447132	04/21/2022	Truck Equipment	603.00.5300.444.80700	105,760.00
TOWMASTER TRAILERS INC	448346	04/21/2022	Dump Truck Hitch chamber	603.00.5300.444.40041	71.24
TOWMASTER TRAILERS INC	448404	04/21/2022	Dump Truck hitch part	603.00.5300.444.40041	17.41
PUMP AND METER SERVICE INC	521338	04/21/2022	Inventory probe for unleaded f...	603.00.5300.444.40040	2,793.40
INVER GROVE FORD	5313589	04/21/2022	Fire Truck fuel filter	603.00.5300.444.40041	75.53
INVER GROVE FORD	5313602	04/21/2022	Squad car touch up paint	603.00.5300.444.40041	14.23
INVER GROVE FORD	5313655	04/21/2022	Pickup starter	603.00.5300.444.40041	191.75
INVER GROVE FORD	5313657	04/21/2022	Fire Truck transmission filter	603.00.5300.444.40041	30.82
INVER GROVE FORD	5313675	04/21/2022	Return Credit	603.00.5300.444.40041	-25.00
UNIFIRST CORPORATION	900689127	04/21/2022	Hangers, bags, rags etc.	603.00.5300.444.40065	125.75
UNIFIRST CORPORATION	900689127	04/21/2022	Uniforms	603.00.5300.444.60045	21.14
KIMBALL MIDWEST	9809382	04/21/2022	Shop supplies	603.00.5300.444.60012	545.82
KIMBALL MIDWEST	9809382	04/21/2022	Small tools drill bits	603.00.5300.444.60040	285.00
RUFFRIDGE-JOHNSON	IA22022	04/21/2022	Equipment Parts	603.00.5300.444.40041	185.00
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-12203	04/21/2022	1.2022 solar gardens	603.00.5300.444.40020	1,161.09
CRYSTEEL TRUCK EQUIPMENT	LP208467	04/21/2022	Reversing cylinders for plow.	603.00.5300.444.40041	356.84

Expense Approval Report

Payment Dates: 4/20/2022 - 5/3/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTENNIAL GLASS	W00011761	04/21/2022	Unmarked squad car windshield	603.00.5300.444.40042	540.00
PERFECTION PLUS, INC	114251	04/28/2022	April 2022 cleaning/sanitizing	603.00.5300.444.40040	766.62
Fund 603 - CENTRAL EQUIPMENT Total:					284,315.58
Fund: 604 - CENTRAL STORES					
NEOPOST USA INC	4/21/2022	04/21/2022	Postage	604.00.2200.416.50035	6,019.50
MARCO TECHNOLOGIES, LLC	31410165	04/28/2022	Printers & Copiers	604.00.2200.416.40050	1,888.84
Fund 604 - CENTRAL STORES Total:					7,908.34
Fund: 605 - CITY FACILITIES					
INNOVATIVE OFFICE SOLUTIONS	CIN106570	04/28/2022	Standup desks & installation	605.00.7500.460.40047	1,705.01
GILBERT MECHANICAL CONTRA...	216328	04/21/2022	FS#2-Alarm resets/boiler issues...	605.00.7500.460.40040	5,255.31
PERFECTION PLUS, INC	114251	04/28/2022	April 2022 cleaning/sanitizing	605.00.7500.460.40040	6,363.19
OVERHEAD DOOR CO OF THE N...	126153	04/28/2022	replace door seal	605.00.7500.460.40040	242.70
HUEBSCH SERVICES	20145460	04/28/2022	lobby mats	605.00.7500.460.40065	165.99
TOTAL CONSTRUCTION & EQUIP.	33149	04/28/2022	PD relocate speakers	605.00.7500.460.40040	5,023.98
TOTAL CONSTRUCTION & EQUIP.	33151	04/28/2022	RV Concessions LED replacemen..	605.00.7500.460.40040	5,062.07
TOTAL CONSTRUCTION & EQUIP.	33152	04/28/2022	RV Soccer Shelter LED replacem...	605.00.7500.460.40040	2,254.13
TOTAL CONSTRUCTION & EQUIP.	33153	04/28/2022	PW exhaust fans repair	605.00.7500.460.40040	730.43
NASSEFF PLUMBING & HEATING..	40452	04/28/2022	PD quarterly PM	605.00.7500.460.40040	185.50
NASSEFF PLUMBING & HEATING..	40454	04/28/2022	RV semi-annual PM	605.00.7500.460.40040	119.00
HILLYARD INC	604717612	04/28/2022	misc cleaning supplies	605.00.7500.460.60011	458.26
LVC COMPANIES, INC.	86334	04/28/2022	PW 3-yr dry system trip testing	605.00.7500.460.40040	1,106.55
LVC COMPANIES, INC.	86337	04/28/2022	GC 3-yr dry system trip testing	605.00.7500.460.40040	925.00
LVC COMPANIES, INC.	86518	04/28/2022	FS #2 push bar repair	605.00.7500.460.40040	577.50
GIP III ZEPHYR ACQUISITION PA...	INVRGRV-22204	04/28/2022	Feb 22 solar gardens	605.00.7500.460.40020	5,609.77
Fund 605 - CITY FACILITIES Total:					35,784.39
Fund: 606 - TECHNOLOGY FUND					
PRO-TECH DESIGN INC.	104976	04/28/2022	Golf maintenance building cam...	606.00.1400.413.60040	2,343.33
Fund 606 - TECHNOLOGY FUND Total:					2,343.33
Fund: 702 - ESCROW FUND					
NORTH LAKES INVESTMENT LLP	3/9/2022	04/21/2022	Escrow Release	702.229.2299503	5,357.66
VANSOUTH LIMITED PARTNERS...	4/11/2022	04/21/2022	Escrow Release	702.229.2300503	6,949.63
JOHNSON, WM OR SABRINA	4/12/2022	04/21/2022	Escrow Release	702.229.2288203	1,230.00
DAKOTA CTY DISTRICT COURT	4/19/2022	04/21/2022	Highlands @ Settlers ridge gap ...	702.229.2302402	57,000.00
FALCON DEVELOPMENT LLC	4/8/2022	04/21/2022	Escrow Release	702.229.2294803	10,320.00
CONNELLY DEVELOPMENT LLC	4/8/2022	04/21/2022	Escrow Release	702.229.2302503	5,501.92
Fund 702 - ESCROW FUND Total:					86,359.21
Grand Total:					1,189,104.93

Request for Council Action

SUBJECT: **Approval of Personnel Actions**

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Cora Bauer, HR Coordinator, 651.450.2490

ACTION REQUESTED

The Council is asked to confirm and approve the personnel actions listed below.

BACKGROUND

Seasonal/Temporary Employment:

Joshua Rolling, Golf Course Outside Services
Jacob Barstad, Golf Maintenance Helper
Max Neitz, Golf Maintenance Helper
Ashley Ries, Golf Course Concessionaire
Abbey O'Brien, Golf Course Concessionaire
David Olund, Park Maintenance Helper
Tyler Christensen, Park Maintenance Helper
Liz Butler, Birthday Party Host/Pool Attendant
Shilah Smolinski, Birthday Party Host/Pool Attendant
Julian Olson, Golf Course Concessionaire
Samuel Rabaey, Utility Maintenance Helper
Thomas Thury, Lifeguard
Ryan Haala, Recreation Instructor II
Paul Garcia, Golf Course Ranger/Starter
Joshua Doffing, Park Maintenance Helper
Mason Melendez, Golf Maintenance Helper
Kaden Schindeldecker, Golf Maintenance Helper
Tyler Auge, Park Maintenance Helper
Scarlett Johanson, Birthday Party Host/Pool Attendant
Erika Kuefler, Swim Lesson Manager
Kyle Deutsch, Kids Rock Assistant
Matthew Osborne, VMCC Operations Helper
Rhiannon Vanyo, Lifeguard
Karen Martinez Cervantes, Police Cadet
Travis Elsner, Birthday Party Host/Pool Attendant

Voluntary Resignations, Retirements and/or Terminations:

McKenzie Cook, Child Care Worker
Brittany Olson, Skate Instructor

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the above-listed personnel actions.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Appointment of Board Member Alternate to the Lower Mississippi River Watershed Management Organization (LMRWMO)**

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Thomas Kaldunski, City Engineer, 651.450.2572

ACTION REQUESTED

The Council is asked to appoint Dawn Gaetke as the City's alternate representative on the Board of Managers for the Lower Mississippi Regional Watershed Management Organization (LMRWMO).

BACKGROUND

The LMRWMO is one of two watershed management organizations that covers the City of Inver Grove Heights. The City has one representative on the LMRWMO Board of Managers and one alternate representative.

Staff advertised an alternate position opening for the LMRWMO, requesting a brief background, reason for interest, address and length of residence within the City, and availability to participate in the regular board meetings. One application was received from Ms. Dawn Gaetke. Staff met with Ms. Gaetke to review her application and interest in the role, and believe she would be a good representative for the City as an alternate on the LMRWMO Board of Managers. This appointment will go from May 10, 2022 through June 30, 2025.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends that City Council appoint Dawn Gaetke as the City's alternate representative on the Board of Managers for the LMRWMO, from May 10, 2022 through June 30, 2025.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Resolution Concluding the City's Housing Committee**

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511
 Heather Rand, Community Development Director, 651.450.2546

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, concluding the City's Housing Committee and thanking past and current members for their service.

BACKGROUND

In addition to the three formal advisory commissions established in Inver Grove Heights City Code, the City has had a Council-appointed Housing Committee for approximately the past 10 years. While the diversity of housing types and price points remains a very important issue for all cities, at this time there is not a clear set of roles and responsibilities for such a committee to play within the City of Inver Grove Heights' structure. Proposals for housing developments are reviewed by the Planning Commission, prior to action by the City Council, and additional formal review adds duplication, demands staff time, and challenges the City's ability to meet statutory timelines for the review of development proposals.

As a result, the Community Development Director and I are recommending that the City no longer have a Council-appointed Housing Committee as an ongoing body. Future opportunities remain, in other forms, for public input into the short and long-term planning of the city, such as the use of subject-specific task forces of a limited duration and independent or small group advocacy on issues of interest.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Housing Committee Resolution

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

A RESOLUTION DISBANDING THE CITY’S HOUSING COMMITTEE

WHEREAS, the City’s Housing Committee was established in 2011 following the recommendation of the City’s Housing Task Force; and

WHEREAS, the Housing Committee has served in an ad hoc advisory capacity to the City for the past decade; and

WHEREAS, the Council recognizes and extends its appreciation to the Housing Committee for its work to support the City and it’s housing goals; and

WHEREAS, the City Council finds that at this time the goals and objectives of the Housing Committee can best be achieved outside of a formal City committee structure.

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

1. The City of Inver Grove Heights Housing Committee is hereby disbanded, effective May 31, 2022.
2. The City Council’s sincere appreciation is hereby extended to all members of the Housing Committee, past and present, for their time and efforts.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 9th day of May, 2022.

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew

Its: Mayor

Attested:

By: _____

Rebecca Kiernan

Its: City Clerk

Request for Council Action

SUBJECT: **Master Partnership Contract with MnDOT**

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Thomas Kaldunski, City Engineer, 651.450.2572
 Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, authorizing the City to enter into a Master Partnership Contract with the Minnesota Department of Transportation (MnDOT) to partner and to provide routine services and payment to each other on City, State Aid, and MnDOT-authorized projects within the City.

BACKGROUND

This Master Partnership Contract is a framework that allows MnDOT and the City of Inver Grove Heights to exchange payments and services with each other related to City, State Aid, and MnDOT projects within the City. It is typically renewed on a five-year interval, and the current contract will expire on June 30, 2022. The new agreement would be in effect through June 30, 2027. The contract is used when the City requests certain specialty services from MnDOT on City or State Aid projects, such as material testing, material certification, or inspection services. The contract is also utilized if the City agrees to perform inspection or maintenance services for MnDOT as part of MnDOT projects, and establishes the means for which these services would be reimbursed by MnDOT.

The City Engineer and/or Public Works Director serves as the local government authorized representative for administering the Master Partnership Contract with MnDOT's District State Aid Engineer.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. 2022-05-09_Resolution Master Partnership Contract with MnDOT
2. Master Partnership Contract_InverGroveHeights_1050166

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS TO ENTER INTO A MASTER
PARTNERSHIP CONTRACT WITH MN/DOT FOR MN/DOT AUTHORIZED PROJECTS IN THE CITY**

RESOLUTION NO. _____

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW THEREFORE BE IT RESOLVED THAT:

1. The City of Inver Grove Heights enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council.
2. The proper City of Inver Grove Heights officers are authorized to execute such contract, and any amendments thereto.
3. The City Engineer or Public Works Director are authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer or Public Works Director may execute such work order contracts on behalf of the City of Inver Grove Heights without further approval by the Inver Grove Heights City Council.

Approved by the City Council of Inver Grove Heights, MN this 9th day of May 2022

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of Inver Grove Heights, acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050166W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
 - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract 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 or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party 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 master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

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

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.

Request for Council Action

SUBJECT: Finalize Weather Siren Project & Expenditures

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving \$3,807 in additional funding needed to close out the weather siren project.

BACKGROUND

At the January 25, 2021 meeting, staff outlined improvements that were needed to the city's weather siren system which included software updates and the construction of two additional warning sirens in the Northwest area of the city where there was a gap in siren coverage. Council approved setting aside \$120,000 of the residual leftover from the closing of the Equipment Acquisition Fund for this purpose.

On May 10, 2021, Council approved the purchase and installation of two outdoor warning sirens at a cost of \$63,301.

At the June 7, 2021 work session, staff presented Council with a project overview that identified the 6 current siren locations, the 2 new siren locations proposed, updates planned for the current sirens, and cost estimates. Total project costs were estimated at \$103,437, consisting of \$63,301 for the two new sirens and \$40,136 for updates and repairs needed on the existing sirens.

During the project, there were \$19,140.75 in unanticipated costs related to cables, supplies, land survey and easement work, locking mechanisms and antennas that were not included in the June 2021 project estimates. After the addition of these items, project costs now total \$123,807, which is \$3,807 more than the \$120,000 Council set aside for the project.

The department has confirmed there remain residual funds in the Central Equipment fund from the closing of the Equipment Acquisition Fund and request those be utilized to cover the \$3,807 funding gap needed to complete the project.

FISCAL IMPACT

Approval will utilize existing funds available in the Central Equipment Fund that are not earmarked for another purpose.

RECOMMENDATION

Staff recommends approval of the attached Resolution, approving \$3,807 in additional funding needed to close out the weather siren project.

ATTACHMENTS

1. Resolution - weather warning sirens

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING \$3,807 IN ADDITIONAL FUNDING FROM THE CENTRAL
EQUIPMENT FUND TO FINALIZE THE WEATHER SIREN PROJECT**

WHEREAS, Council recognized updates were needed for the city's weather siren system and approved setting aside \$120,000 of the residual funds leftover from the closing of the Equipment Acquisition Fund for this 2021 project; and

WHEREAS, at the June 7, 2021 meeting staff presented a project overview where total project costs were estimated at \$103,437, well below the \$120,000 that had been set aside for the project ; and

WHEREAS, during the project, there were \$19,140.75 in unanticipated costs related to cables, supplies, land survey and easement work, locking mechanisms and antennas that were necessary to complete the project; costs that were not part of the June 2021 estimate and pushed the project estimate \$3,807 over available funding.

WHEREAS, there remain residual dollars in the Central Equipment Fund left from the closing of the Equipment Acquisition Fund that are available to cover this additional \$3,807.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby authorize the use of an additional \$3,807 from the Central Equipment Fund to close out the city's weather siren project.

Adopted this 9th day of May 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Request for Council Action

SUBJECT: **Approval of Stipulation of Settlement to Conclude
Condemnation Case, *Inver Grove Heights v. Douglas
Schaaf, et al.***

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Bridget Nason, City Attorney, 651.451.1831

ACTION REQUESTED

The Council is asked to approve the attached Stipulation of Settlement for the condemnation case Inver Grove Heights v. Douglas Schaaf, et al.

BACKGROUND

This is an eminent domain case in which the City condemned an easement for Regional Stormwater Basin W-006. The Court granted the City's petition and conveyed title to the easement to the City. The proposed settlement resolves all claims for just compensation and fees for the easement. The settlement also resolves the owners' claim (disputed) that the City was already using Basin W-006 as part of the public stormwater management system for some period of time before the court granted the City title to the easement. In settlement, the City will pay a total of \$460,340 for all claims and fees. This matter has been previously discussed by the Council in closed session.

FISCAL IMPACT

The total cost of \$460,340.00 will be paid from the Northwest Area Stormwater Utility Fund (Fund 448).

RECOMMENDATION

Legal counsel recommends approval of the settlement.

ATTACHMENTS

1. Executed Stipulation of Settlement

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Case Type: Condemnation

City of Inver Grove Heights,
a Minnesota municipal corporation,

Court File No. 19HA-CV-21-3091

STIPULATION OF SETTLEMENT

Petitioner,

v.

Douglas A. Schaaf; et al.,

Respondents.

THIS STIPULATION OF SETTLEMENT (“Stipulation”) is made by and between Petitioner City of Inver Grove Heights (“City”) and Respondents Douglas A. Schaaf and Gretchen M. Schaaf (collectively “Owners”) and Douglas A. Schaaf d/b/a Schaaf Commercial Lawn Care & Snowplowing Service (“Tenant”).

RECITALS

1. The following recitals are a part of the parties’ Stipulation.
2. The City commenced the above-captioned action (“Condemnation Action”) to acquire and improve Regional Stormwater Basin W-006 for public use as a component of its stormwater management plan within the City (“Project”).
3. The Owners are the fee owners of certain real property located at 7376 Courthouse Boulevard East, Inver Grove Heights, Minnesota (“Property”). The Property is identified on Exhibit A to the Court’s Findings of Fact, Conclusions of Law and Order Granting Petition,

Authorizing Payment or Deposit, and Transfer of Title and Right of Possession filed on December 8, 2021 (“Condemnation Order”). An excerpt from Exhibit A pertaining to the Property is attached and incorporated herein as **Exhibit A**.

4. Tenant is a tenant occupying the Property.

5. The following parties are listed in **Exhibit A** as having the interests shown in the Property:

Name	Nature of Interest
Vermillion State Bank, a Minnesota state chartered bank	Mortgagee
Northern States Power Company, a Minnesota corporation	Easement holder
Mobil Pipe Line Company, a Delaware corporation	Easement holder

6. The City commenced the Condemnation Action to acquire for the Project a permanent easement over portions of the Property (“Taking”) as legally described in **Exhibit A**.

7. Title to and the right of possession of the Taking was transferred to the City on February 4, 2022 (“Quick Take”), pursuant to the Condemnation Order and Minnesota Statutes § 117.042.

8. The Owners allege that the City occupied the Taking before the Quick Take and had threatened to commence an inverse condemnation action seeking damages, fees and costs arising from the City’s pre-Quick Take occupation of the Property (“Inverse Claim”). The City denies the Owners’ Inverse Claim.

9. The City and Owners have reached a full and final settlement and compromise of the matters in dispute regarding this Condemnation Action and the Inverse Claim, to which the

Tenant has agreed to consent.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the parties stipulate and agree as follows:

1. **Settlement Consideration.** The City, Owners and Tenant agree to a Stipulated Award in the amount of \$390,340 (“Settlement Amount”) for full and final settlement of all claims for damages arising from the Taking and the Inverse Claims that the Owners did or could have made against the City, which sum includes;

- a. \$360,340 for the Taking; and
- b. \$30,000.00 for the Inverse Claim.

2. **Stipulation to Commissioners’ Award.** The City, Owners and Tenant agree to a commissioners’ award in the sum of the Settlement Amount for all damages arising from the Takings and the Inverse Claim in substantially the form attached hereto as **Exhibit B** (“Stipulated Award”). The City, Owners and Tenant jointly request the Stipulated Award and will not appeal the Stipulated Award. All known respondents who may claim an interest in the Property will be given due notice of the commissioners hearing and the award that is filed by the commissioners.

3. **Other Considerations.** The parties agree to the following additional terms:

- a. The Owners and Tenant acknowledge that they will not have to relocate as a result of the Project.
- b. The Owners acknowledge that they have not disclosed an appraisal in connection with this settlement.
- c. The City will pay the Owners \$70,000.00 in resolution of the Owners’ claim for reimbursement of attorney fees, engineering fees, appraisal fees, and all

other costs and disbursements.

- d. On April 7, 2022, the City issued a notice of award for the contract to make the Project drainage improvement, designated City Project 22-10. The plan sheets for City Project 22-10 are attached hereto as **Exhibit C** (“Plans”). The City will proceed as soon as reasonably practical to construct the drainage improvements without material deviation from the design intent of the Plans.

4. **Contingencies.** This settlement is contingent upon the issuance of the Stipulated Award. This Stipulation shall be null and void if any of the following events occur:

- a. The court-appointed commissioners do not issue the Stipulated Award; or,
- b. Any other party appeals the Stipulated Award.

5. **Payment of Settlement Amount.** The City has paid the Owners the sum of \$342,000.00 by delivery of a check to counsel for the Owners pursuant to Minnesota Statutes § 117.042. The remaining balance of the Settlement Amount, \$48,340.00, together with \$70,000.00 for fees and costs, will be paid to the Owners via delivery of a single check to counsel for Owners in the sum of \$118,340.00, made payable to “Douglas & Gretchen Schaaf and Larkin Hoffman Law Firm” within 10 business days after the expiration of the statutory period to appeal from the Stipulated Award, without an appeal having been filed

6. **Full and Final Compromise.** The terms and conditions of this Stipulation constitute a full and final compromise of all matters in dispute that were or could have been raised in the Condemnation Action with respect to the Taking and the Inverse Claim, including claims for just compensation, statutory damage remedies, interest, fees, and costs. In consideration of the Settlement Amount and other terms and conditions of this Stipulation, the Owners and Tenant waive and release any and all claims it may have against the City, its officials, employees, and

agents, in connection with the Condemnation Action and the Inverse Claim. The Owners and Tenant waive any and all right to all future notices, viewings, and hearings regarding the Condemnation Action, including without limitation the commissioners' hearing at which this Stipulation is presented.

7. **Condemnation Action.** After payment of the Stipulated Award, the City will file a Final Certificate in this action with respect to the Property and record a discharge of lis pendens with respect to the Property.

8. **No Admission.** This settlement constitutes the compromise of disputed claims and shall not be deemed an admission by any party.

9. **Entire Agreement.** The undersigned state and represent that each has fully read this Stipulation and that each knows and understands the consequences and legal effect thereof. This Stipulation contains the entire agreement of the parties with regard to the Condemnation Action.

10. **Execution.** The parties agree that this Stipulation may be executed in separate counterparts which, taken together, shall be and comprise one agreement.

11. **Authority.** The persons signing this Stipulation in their representative capacities represent and warrant by signing this Agreement that it is their intent to bind their respective principals to the terms and conditions set forth herein, that the persons signing in their representative capacity have been authorized to bind their respective principals to such terms, and that it is the respective principals' intent to be so bound.

[Remainder of page intentionally blank.]

Owner Signature Page

OWNERS

Dated: 4-24-22

By: Douglas A. Schaaf
Douglas A. Schaaf

Dated: 4-24-22

By: Gretchen M. Schaaf
Gretchen M. Schaaf

**LARKIN, HOFFMAN, DALY &
LINDGREN LTD.**

Dated: April 27, 2022

/s/ Bryan J. Huntington

Gary A. Van Cleve (#0156310)
Bryan J. Huntington (#0395762)
8300 Norman Center Drive, Suite 1000
Minneapolis, MN 55437-1060
(952) 896-3277
gvancleve@larkinhoffman.com
bhuntington@larkinhoffman.com

*Attorney for Respondents Douglas A. Schaaf and
Gretchen M. Schaaf*

Tenant hereby agrees and consents to the Stipulation of Settlement.

TENANT

Dated: 4-24-22

By: Douglas A. Schaaf
Douglas A. Schaaf

City Signature Page

CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

LeVANDER, GILLEN & MILLER, P.A.

Dated: _____

Peter G. Mikhail (#0249907)
Greta Bjerkness (#0390575)
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
(651) 451-1831
pmikhail@levander.com
gbjerkness@levander.com

Attorneys for Petitioner City of Inver Grove Heights

EXHIBIT A

PID No.: 20-00700-28-012; Torrens Property; Certificate of Title No. 104399

Street Address: 7376 Courthouse Boulevard East, Inver Grove Heights, MN 55077

Legal Description of the Property:

That part of the following described parcel lying south of the north 1205.50 feet thereof and lying east of the west 317.00 feet thereof;

That part of the West Half of the Northwest Quarter (W 1/2 NW 1/4) of Section Seven (7), Township Twenty seven N (27N) Range Twenty two W (22W) lying North of State Trunk Highway No. 55 described as follows: Beginning at the Northwest corner of said Section Seven (7), as marked by Judicial Land Mark, thence East along the North line of said Section 719.56 feet to a point which is 664.125 feet (40 1/4 rods) West of the Northeast corner of said West Half of the Northwest Quarter (W 1/2 NW 1/4), as marked by Judicial Land Mark, thence South and parallel with the East line of said West Half of the Northwest Quarter (W 1/2 NW 1/4), 2145.9 feet to the Northerly Right of Way line of State Trunk Highway No. 55, as marked by Judicial Land Mark, thence Northwesterly along said Right of Way line to its intersection with the West line of Section Seven (7), as marked by Judicial Land Mark thence North along said Section line 1840.9 feet to the place of beginning, as marked by Judicial Land Mark.

Together with an easement for ingress and egress over the following described property:

Commencing at the intersection of the North R/W line of S.T.H. No. 55 and the West line of said Section 7; thence southeasterly, along R/W line, 139.91 feet to the point of beginning of the land to be described; thence northeasterly, at right angles to said R/W line, 70.0 feet; thence southeasterly, parallel with said R/W line to the east line of the west 317.0 feet of the NW 1/4 of said Section 7; thence south along said east line to the north R/W line of S.T.H. No. 55; thence northwesterly, southwesterly and northwesterly along said R/W line to the point of beginning.

Subject to Zoning Regulations of Inver Grove Township, County of Dakota, State of Minnesota.

(the "Property")

Legal Description of the Acquisition:

A permanent easement for drainage, storm water ponding, storm water collection, storm water control improvements, storm water facilities and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the following described portion of the Property:

Commencing at the northwest corner of the described property; thence South 0 degrees 06 minutes 27 seconds East, along the west line of described property, a distance of 464.38 feet; thence South 75 degrees 55minutes 16 seconds East a distance of 58.57 feet; thence South 00 degrees 06 minutes 27 seconds East a distance of 277.54 feet to the point of beginning of the easement to be described; thence North 00 degrees 06 minutes 27 seconds West a distance of 277.54 feet; thence North 75 degrees 55 minutes 16 seconds West a distance of 58.57 feet to the west line of the described property; thence North 00 degrees 06 minutes 27 seconds West a distance of 21.13 feet; thence South 75 degrees 53 minutes 38 seconds East a distance of 62.87 feet; thence North 10 degrees 44 minutes 12 seconds East a distance of 53.75 feet; thence North 33 degrees 26 minutes 42 seconds East a distance of 33.94 feet; thence North 60 degrees 57 minutes 51 degrees East a distance of 35.01 feet; thence North 70 degrees 17 minutes 59 seconds East a distance of 72.26 feet; thence South 59 degrees 05 minutes 38 seconds East a distance of 121.85 feet; thence South 0 degrees 29 minutes 50 seconds East a distance of 48.00 feet; thence North 71 degrees 27 minutes 47 seconds East a distance of 126.20 feet to the east line of the described property; thence South 0 degrees 30 seconds 37 minutes East a distance of 21.03 feet; thence South 71 degrees 27 minutes 47 seconds West a distance of 126.20 feet; thence South 0 degrees 29 minutes 50 seconds East a distance of 277.56 feet; thence North 82 degrees 08 minutes 24 seconds East a distance of 120.99 feet; thence South 0 degrees 30 minutes 33 seconds East a distance of 20.17 feet; thence South 82 degrees 08 minutes 24 seconds West a distance of 121.00 feet; thence South 0 degrees 29 minutes 50 seconds East a distance of 58.29 feet; thence South 65 degrees 47 minutes 46 seconds West a distance of 46.41 feet to the north right of way line of State Trunk Highway No. 55; thence northwesterly along said north right of way line to the point of beginning and there terminating.

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

Names and Description of Interests to be Acquired

Name	Nature of Interest
Douglas A. Schaaf and Gretchen M. Schaaf, husband and wife	Fee Owners
Vermillion State Bank, a Minnesota state chartered bank	Mortgagee
Northern States Power Company, a Minnesota corporation	Easement holder
Mobil Pipe Line Company, a Delaware corporation	Easement holder
Douglas A. Schaaf d/b/a Schaaf Commercial Lawn Care & Snowplowing Service	Tenant
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Sketch of the Acquisition:

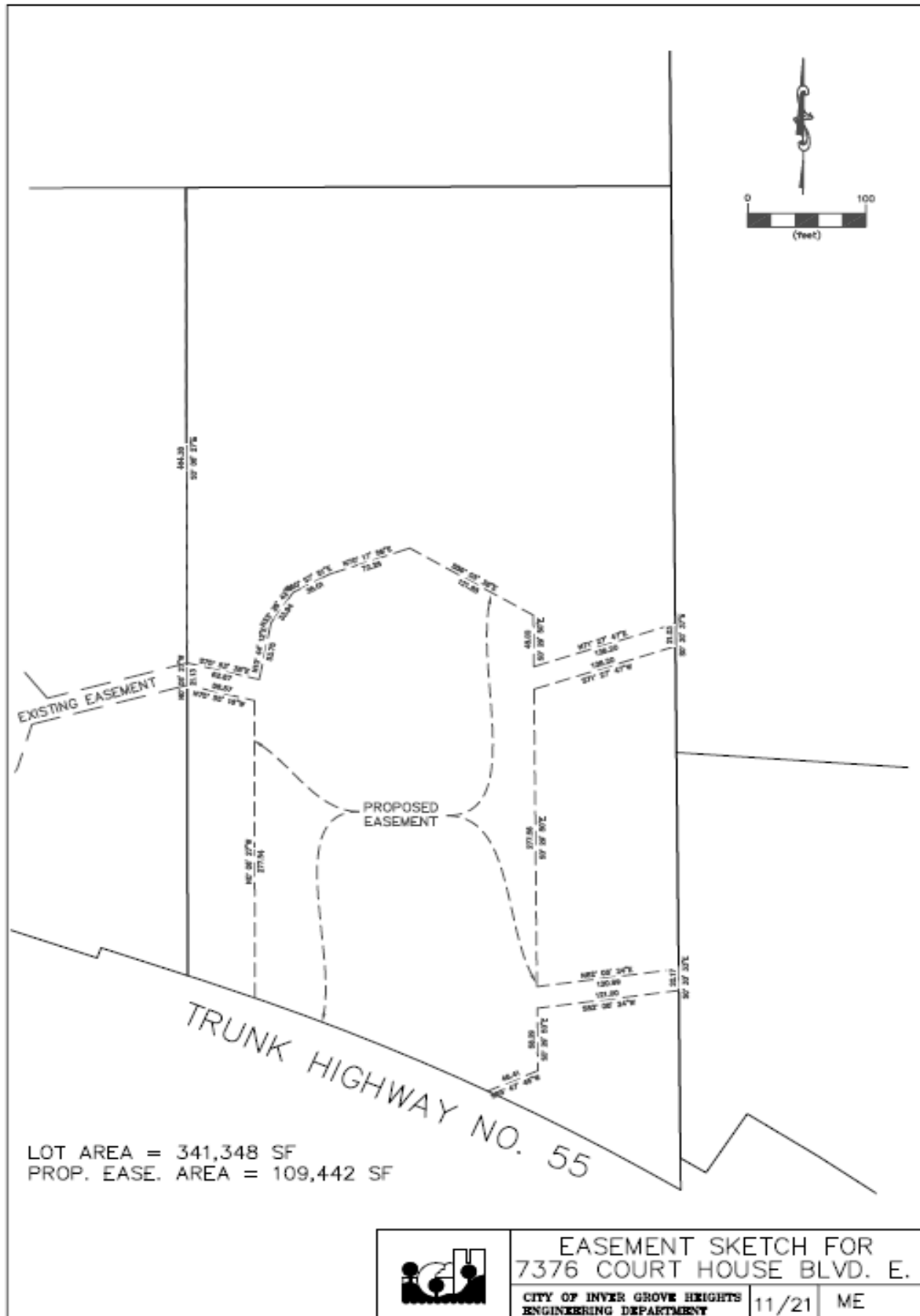


EXHIBIT B

Stipulated Award

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Case Type: Condemnation

City of Inver Grove Heights,
a Minnesota municipal corporation,

Court File No. 19HA-CV-21-3091

AWARD OF COMMISSIONERS

Petitioner,

v.

Douglas A. Schaaf; et al.,

Respondents.

The undersigned commissioners, appointed by the above-named Court, having qualified according to law, make the following award of damages with respect to the Petitioner's taking of property interests from the Property in the above-captioned matter, as of February 4, 2022, which is the date of taking:

To: Douglas A. Schaaf and Gretchen M. Schaaf: \$390,340.00

To: All other respondents: \$0.00

TOTAL DAMAGES TO ALL PARTIES: \$390,340.00

This award of damages is made after notice of hearing and an opportunity for possible claimants to be heard; and it is based on the Stipulation of Settlement entered into between the City of Inver Grove Heights and Douglas A. Schaaf and Gretchen M. Schaaf and Douglas A. Schaaf d/b/a Schaaf Commercial Lawn Care & Snowplowing Service, which the commissioners received and accepted.

Dated: _____

Commissioner

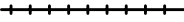
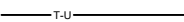
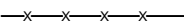
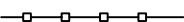
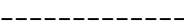
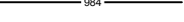
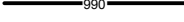
Commissioner

Commissioner

EXHIBIT C

Plans

INVER GROVE HEIGHTS
SCHAAF DRAINAGE IMPROVEMENTS
INVER GROVE HEIGHTS, DAKOTA COUNTY,
MINNESOTA

LEGEND		
FEATURE	EXISTING	PROPOSED
SILT FENCE		
SEDIMENT LOG		
DELINEATED WETLAND		
GAS LINES		
OVERHEAD ELECTRIC		
UNDERGROUND TELEPHONE		
FIBER OPTIC CABLE		
BARBED WIRE FENCE		
SPLIT RAIL FENCE		
EDGE OF PAVEMENT		
BUILDING		
STORM SEWER LINE		
SANITARY SEWER LINE		
WATER LINE		
DRAINTILE		
MAJOR CONTOUR		
MINOR CONTOUR		

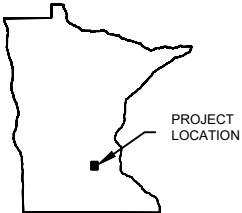
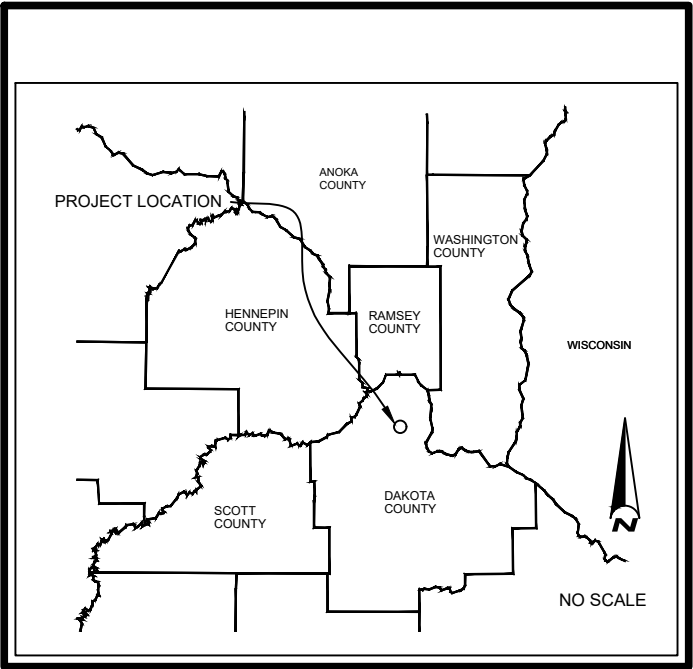


Sheet List Table	
Sheet Number	Sheet Title
01	TITLE SHEET
02	NOTES & SEQ
03	EXISTING CONDITIONS PLAN
04	REGIONAL BASIN W--006 OUTLET
05	OFFSITE DRAINAGE IMPROVEMENTS
06	RESTORATION PLAN
07	DETAILS

THE LOCATION OF UNDERGROUND FACILITIES AND/OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORD AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE SUBSURFACE UTILITY INFORMATION SHOWN IS UTILITY QUALITY LEVEL D, AS DETERMINED USING THE GUIDELINES OF "C/ASCE 38-02 STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

CONSTRUCTION NOTE
CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO MAINTAIN OPERATION OF EXISTING UTILITIES THROUGHOUT THE DURATION OF THE PROJECT. IN THE EVENT THAT AN INTERRUPTION OF SERVICE IS UNAVOIDABLE IN ORDER TO COMPLETE THE WORK, CONTRACTOR SHALL PROVIDE ADEQUATE NOTIFICATION TO ALL AFFECTED BUSINESSES A MINIMUM OF 3 WORKING DAYS IN ADVANCE OF ANY INTERRUPTION.

GOPHER STATE ONE-CALL
IT IS THE LAW THAT ANYONE EXCAVATING AT ANY SITE MUST NOTIFY GOPHER STATE ONE CALL (GSOC) SO THAT UNDERGROUND ELECTRIC, NATURAL GAS, TELEPHONE OR OTHER UTILITY LINES CAN BE MARKED ON OR NEAR YOUR PROPERTY BEFORE ANY DIGGING BEGINS. A 48-HOUR NOTICE, NOT INCLUDING WEEKENDS, IS REQUIRED. CALLS CAN BE MADE TO GSOC AT 1-800-252-1166 OR (651)454-0002, MONDAY THROUGH FRIDAY (EXCEPT HOLIDAYS) FROM 7 A.M. TO 5 P.M.



GOVERNING SPECIFICATIONS
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING FIELD MANUAL FOR TEMPORARY CONTROL ZONE LAYOUTS.

CLIENT
INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077
ENGINEER
EMMONS & OLIVIER RESOURCES, INC.
1919 UNIVERSITY AVE W, SUITE 300
ST PAUL, MINNESOTA 55104
TELEPHONE: (651) 770-8448
FAX: (651) 770-2552
eorinc.com



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1	03/10/2022	KDC	FINAL BID PLANS
NO	DATE	BY	REVISION



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
KYLE CRAWFORD
DATE: 03/10/2022
LICENSE # 54906

SUBMISSION DATE:
03/10/2022
DESIGN BY
KDC
DRAWN BY
BR
EOR PROJECT NO.
95-0068

EOR Emmons & Olivier Resources, Inc.
1919 University Ave W
St Paul, MN 55104
Tele: 651.770.8448
www.eorinc.com



SCHAAF DRAINAGE IMPROVEMENTS
7376 COURTHOUSE BLVD E
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA
STATE PROJECT NO. ----
CITY PROJECT NO. #

TITLE SHEET
SHEET 01 OF 07 SHEETS

GENERAL SITE WORK NOTES

1.

VERIFY HORIZONTAL LOCATION AND ELEVATION WHERE A CONNECTION TO EXISTING PAVEMENT, STRUCTURE, PIPE OR OTHER SITE FEATURE IS TO BE MADE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLANS.
2.

REFERENCE TO MN/DOT SPECIFICATIONS SHALL MEAN DIVISIONS II AND III OF THE 2022 SPECIFICATIONS FOR CONSTRUCTION.
3.

CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL MEASURES TO SAFELY ALLOW ACCESS TO AND FROM THE WORK ZONE FROM HIGHWAY 55 IN ACCORDANCE WITH THE LATEST EDITION OF MN MUTCD. TRAFFIC CONTROL PLAN TO BE SUBMITTED TO ENGINEER FOR APPROVAL. ANY TRAFFIC CONTROL REQUIRED SHALL BE PAID WITHIN THE BID ITEM.
4.

ALL CONSTRUCTION WORK SHALL BE COMPLETED WITHIN CITY APPROVED WORKING HOURS.
5.

A PRE-CONSTRUCTION MEETING WILL BE REQUIRED WITH ENGINEER PRIOR TO ANY MOBILIZATION OF CONSTRUCTION EQUIPMENT OR MATERIAL.
6.

CONTRACTOR SHALL PROTECT ALL INFRASTRUCTURE, INCLUDING PAVEMENT ON HWY 55 AND ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.

GENERAL UTILITY NOTES

1.

CONTRACTOR SHALL CONTACT 'GOPHER STATE ONE CALL' WITHIN TWO WORKING DAYS PRIOR TO EXCAVATION/CONSTRUCTION FOR UTILITY LOCATIONS. TWIN CITIES METRO AREA: 651-454-0002 OR TOLL-FREE: 1-800-252-1166.
2.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND INVERTS, SHOWN OR NOT SHOWN. ANY DISCREPANCY BETWEEN PLANS AND FIELD CONDITIONS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
3.

ALL UTILITY WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF INVER GROVE HEIGHTS AND MNDOT SPECIFICATIONS AND BUILDING PERMIT REQUIREMENTS.
4.

UTILITY TRENCHES SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D698.78 OR AASHTO T-99) FROM THE PIPE ZONE TO WITHIN THREE FEET OF THE GROUND SURFACE AND 100% STANDARD PROCTOR IN THE UPPER THREE FEET.
5.

FIELD ADJUST ALL CASTINGS AND STRUCTURES TO MATCH FINAL GRADES.
6.

CONTRACTOR SHALL NOTIFY MNDOT 48 HOURS IN ADVANCE OF WORKING WITHIN THE EXISTING RIGHT OF WAY.
7.

UTILITIES SHOWN ARE PRESENTED AT QUALITY LEVEL 'B' AS DEFINED BY ASCE STANDARD 38-02.

STORM SEWER NOTES

1.

STORM SEWER CONSTRUCTION IS IN ACCORDANCE WITH MNDOT 2501-2511 SPECIFICATIONS.
2.

STORM SEWER TYPE AND DIAMETER SHALL BE AS SPECIFIED ON PLANS.
3.

PIPE LENGTHS ON THE PLAN ARE FROM CENTER TO CENTER OF STRUCTURES.
4.

APPLY FLEX-SEAL TO ALL JOINTS, SEAMS, RINGS, MORTAR, ETC. PER MANUFACTURER'S RECOMMENDATIONS.

GENERAL LANDSCAPE NOTES

1.

CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2.

CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE ENGINEER DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
3.

CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
4.

CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TREES, AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
5.

CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO BEGINNING OF WORK.
6.

CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF FINAL COMPLETION. REPAIR OF ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO SUBSTANTIAL COMPLETION SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
7.

EXISTING TREES OR SIGNIFICANT SHRUB MASSINGS FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO REMOVAL.

GRADING & EROSION CONTROL NOTES

1.

CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
2.

ENGINEER SHALL PROVIDE HORIZONTAL AND VERTICAL CONTROL BENCHMARKS. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL SAID HORIZONTAL AND VERTICAL CONTROL POINTS SET BY ENGINEER AND ANY ADDITIONAL CONSTRUCTION STAKING.
3.

INSTALL PERIMETER EROSION CONTROL MEASURES AND PERFORM TREE CLEAN ROOT CUTTING (IF NECESSARY) BEFORE BEGINNING SITE GRADING ACTIVITIES. SOME EROSION CONTROL SUCH AS SEDIMENT CONTROL LOG PONDS MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. MAINTAIN EROSION CONTROLS THROUGHOUT THE GRADING PROCESS AND REMOVE WHEN APPROVED BY THE CITY AND WATERSHED.
4.

CONTRACTOR TO ADHERE TO ALL CITY, WATERSHED, MNDOT AND NPDES PERMIT REQUIREMENTS, EVEN IF ACQUISITION OF THE NPDES PERMIT IS NOT REQUIRED, INCLUDING THE REQUIREMENT TO MINIMIZE THE AREA DISTURBED BY GRADING AT ANY GIVEN TIME AND TO COMPLETE VEGETATION RESTORATION WITHIN THE TIME REQUIRED BY THE PERMIT AFTER COMPLETION OF GRADING OF AN AREA.
5.

ALL EXPOSED SOIL AREAS WITHIN 100 FEET OF A WATER OF THE STATE OR ANY STORMWATER CONVEYANCE SYSTEM WHICH IS CONNECTED TO A WATER OF THE STATE MUST BE STABILIZED WITHIN 7 DAYS (STEEPER THAN 3:1 SLOPES), 14 DAYS (FLATTER THAN 3:1 SLOPES). STABILIZE THE LAST 200 LINEAL FEET OF DRAINAGE DITCH OR SWALES WITHIN 24 HOURS OF CONNECTION TO SURFACE WATER OR PROPERTY EDGE. PROVIDE A 50 FOOT NATURAL BUFFER OR, IF BUFFER IS INFEASIBLE, PROVIDE A DOUBLE ROW OF SEDIMENT CONTROLS SPACED AT LEAST 5 FEET APART WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET OF LAND DISTURBANCE AND STORMWATER FLOWS TO THE SURFACE WATER.
6.

ALL CONSTRUCTION ENTRANCES SHALL BE SURFACED WITH CRUSHED ROCK ACROSS FULL WIDTH FROM ENTRANCE POINT TO 50 FEET INTO THE CONSTRUCTION ZONE. SEE DETAIL.
7.

WHERE NECESSARY, INLET PROTECTION IS TO BE USED DURING CONSTRUCTION.
8.

ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH CITY, WATERSHED DISTRICT AND NPDES PERMITS, EVEN IF ACQUISITION OF THE NPDES PERMIT IS NOT REQUIRED.
9.

THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF ACCUMULATED SILT IN FRONT OF SILT FENCES, SEDIMENT CONTROL LOGS, ETC. DURING THE DURATION OF THE CONSTRUCTION. REPAIR, REPLACE OR SUPPLEMENT PERIMETER CONTROL AND INLET PROTECTION BMP'S WHEN THE BMP BECOMES NONFUNCTIONAL OR SEDIMENT REACHES ½ THE HEIGHT OF THE BMP BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY.
10.

MAINTAIN EXISTING EROSION CONTROL. RE-ESTABLISH ANY EXISTING EROSION CONTROL DISTURBED BY CONSTRUCTION.
11.

CONTRACTOR SHALL PROVIDE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES AS REQUIRED FOR CONSTRUCTION. ANY ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT.
12.

REMOVE ALL EROSION CONTROL MEASURES AFTER THE WORK HAS BEEN ACCEPTED BY THE WATERSHED.
13.

THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS WITHIN 24 HOURS OF NOTICE. THIS SHALL BE INCIDENTAL TO THE PROJECT.
14.

IF BLOWING DUST BECOMES A NUISANCE, THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS. THIS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
15.

SWEEP ADJACENT STREETS IN ACCORDANCE WITH CITY AND PROJECT REQUIREMENTS.
16.

INSPECT EROSION CONTROL DEVICES AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING EROSION CONTROL DEVICES.
17.

SEDIMENT REMOVAL - SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT.
18.

ANY SEDIMENT REMAINING IN PLACE AFTER THE EROSION CONTROL DEVICE IS NO LONGER REQUIRED SHALL BE GRADED TO CONFORM WITH THE EXISTING GRADE, PREPARED, AND SEEDED WITH THE APPROPRIATE SEED MIX AS DIRECTED BY THE CITY AND WATERSHED.
19.

SUITABLE GRADING MATERIAL SHALL CONSIST OF ALL SOIL ENCOUNTERED ON THE SITE WITH EXCEPTION OF TOPSOIL, DEBRIS, ORGANIC MATERIAL AND OTHER UNSTABLE MATERIAL. STOCKPILE TOPSOIL AND GRANULAR FILL AT LOCATIONS DIRECTED BY ENGINEER.
20.

EXISTING GRANULAR MATERIALS SHALL BE SEGREGATED AND STOCKPILED FOR REUSE ON-SITE AS POSSIBLE.
21.

CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ON-SITE TOPSOIL TO PROVIDE A UNIFORM THICKNESS OF AT LEAST 6 INCHES ON ALL DISTURBED AREAS TO BE SODDED OR SEEDED. THIS SHALL BE INCLUDED WITHIN EXCAVATION - COMMON.
22.

SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF THE EXISTING PAVEMENT.
23.

GRADES SHOWN ARE FINISHED GRADES, CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION, LEAVE SITE READY FOR SUBBASE.
24.

COMPLETION OF SITE GRADING OPERATIONS SHALL RESULT IN ALL AREAS BEING GRADED TO 'PLAN SUBGRADE ELEVATION'. DRIVEWAY AREAS SHALL BE DETERMINED BY REFERRING TO THE SITE PLAN AND PAVEMENT SECTION DETAILS FOR LOCATION AND LIMITS OF BITUMINOUS PAVEMENT SECTIONS.
25.

FINAL GRADING TOLERANCES ARE ±0.1 FEET OF PLAN GRADES. OVERFLOW SPILLWAYS ARE TO BE GRADED TO WITHIN ±0.05 FEET OF GRADE PLANS, UNLESS NOTED OTHERWISE.
26.

ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OFF THE CONSTRUCTION SITE. DISPOSAL SHALL BE DONE IN A MANNER THAT MEETS ALL APPLICABLE REGULATIONS.

27.

CONTRACTOR IS RESPONSIBLE FOR GRADING AND SLOPING THE FINISHED GROUND SURFACE TO PROVIDE SMOOTH & UNIFORM SLOPES, WHICH PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND PREVENT PONDING IN LOWER AREAS. CONTACT ENGINEER IF FIELD ADJUSTMENTS TO GRADING PLANS ARE REQUIRED.
28.

INSPECT THE ENTIRE CONSTRUCTION SITE A MINIMUM OF ONCE EVERY 7 DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. REMOVE TRACKED SEDIMENT FROM PAVED SURFACES BOTH ON AND OFF THE SITE WITHIN 24 HOURS OF DISCOVERY. STABILIZE PIPE AND CULVERT OUTLETS WITHIN 24 HOURS. PROVIDE PERIMETER CONTROL AROUND ALL STOCKPILES AND DO NOT PLACE THEM IN NATURAL BUFFER AREAS, SURFACE WATERS OR STORMWATER CONVEYANCES.
29.

AN EROSION CONTROL ALLOWANCE HAS BEEN PROVIDED FOR ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT. THIS ALLOWANCE IS FOR ITEMS ABOVE AND BEYOND THE MEASURES LISTED IN THE BID TAB OR AS SHOWN ON THE CONTRACT DOCUMENTS.
30.

THE CONTRACTOR SHALL SUBMIT IN WRITING ADDITIONAL MEASURES, INCLUDING, BUT NOT LIMITED TO TYPE, LOCATION, AND REASON FOR SAID MEASURES, AND SHALL NOT BE IMPLEMENTED WITHOUT PRIOR WRITTEN AUTHORIZATION BY ENGINEER. SUCH MEASURES MUST BE ABOVE AND BEYOND THOSE SPECIFIED IN THE CONTRACT DOCUMENTS. ANY MEASURES INSTALLED PRIOR TO ENGINEER APPROVED WILL NOT RECEIVE PAYMENT.
31.

MEASUREMENT AND PAYMENT OF ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE AS SPECIFIED IN CONTRACT DOCUMENTS, AND UNIT PRICES SHALL BE THE SAME FOR ITEMS INCLUDED IN THE BID TAB. ADDITIONAL ITEMS NOT INCLUDED IN THE BID TAB SHALL BE NEGOTIATED FOR UNIT PRICE PRIOR TO WORK COMMENCING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ENGINEER'S ATTENTION ADDITIONAL ITEMS FOR INCLUSION UNDER THE ALLOWANCE.
32.

ADDITIONAL MEASURES NOT ALLOWED FOR APPROVAL UNDER THIS ALLOWANCE INCLUDE TEMPORARY EROSION & SEDIMENT CONTROL BASINS, INCLUDING, BUT NOT LIMITED TO EXCAVATION, EROSION & SEDIMENT CONTROL, OUTLET STRUCTURES, DEWATERING, AND REMOVAL OF SAID BASINS AND STRUCTURES. ***SUCH TEMPORARY BASINS SHALL BE CONSIDERED INCIDENTAL TO COMMON EXCAVATION***, WITH NO ADDITIONAL PAYMENT MADE FOR CONSTRUCTION, MAINTENANCE, OR REMOVAL OF SAID BASINS.
33.

PAYMENT OF THE ESC ALLOWANCE SHALL BE MADE BASED ON A PERCENTAGE OF THE ALLOWANCE TOTAL AMOUNT DIVIDED BY THE TOTAL COST FOR A SPECIFIC WORK ITEM.

Item No.	Item	MnDOT Reference #	Unit	Estimated
1	Mobilization	2021.501	LS	1
2	Clearing and Grubbing	2101.501	LS	1
3	Remove Pavement	2104.501	SY	47
4	Remove Gravel Road	2104.501	SY	11
5	Remove Catch Basin	2104.502	EA	1
6	Remove 15" HDPE Storm Sewer	2104.503	LF	63
7	Common Excavation (EV)	2105.507	CY	220
8	Dewatering	2105.601	LS	1
9	Type SP Course Mixture	2360.504	SY	38
10	Storm Sewer, PVC 15"	2501.502	LF	42
11	Storm Sewer, HDPE 15"	2501.502	LF	362
12	CMP Apron, 15"	2501.502	EA	2
13	Pipe Guard for CMP Apron, 15"	2501.502	EA	1
14	Anti-Seepage Collar	2503.602	EA	10
15	15" Gate Valve & Box	2504.602	EA	1
16	Construct Drainage Structure, Design 48-4020	2506.502	EA	1
17	Drainage Structure Design Special (24" PVC Structure)	2506.602	EA	3
18	Drainage Structure Design Special (30" PVC Structure)	2506.602	EA	1
19	Install Bulkhead	2506.602	EA	1
20	Geotextile Filter, Type IV	2511.504	SY	15
21	Random Riprap, Class IV	2511.507	CY	15
22	Floatation Silt Curtain, Type TB	2573.503	LF	50
23	Silt Fence, Type MS	2573.503	LF	50
24	Erosion Control Blanket, Category 25	2575.504	SY	2007
25	Seeding	2575.505	ACRE	0.40
26	Seed, Mixture 25-131	2575.508	LB	10
27	Seed, Mixture 33-261	2575.508	LB	3
28	Seed, Mixture 34-171	2575.508	LB	3
29	Seed, Mixture 36-211	2575.508	LB	6

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Kyle Crawford

KYLE CRAWFORD
DATE: 03/10/2022

LICENSE # 54906

SUBMISSION DATE:
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DESIGN BY KDC DRAWN BY BR

EOR PROJECT NO. 95-0068

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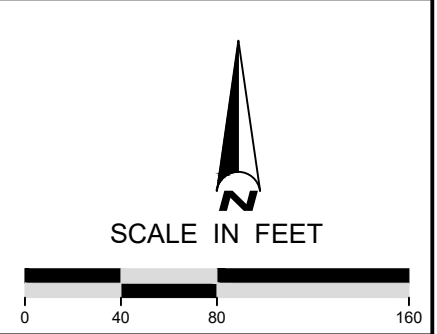


SCHAAF DRAINAGE IMPROVEMENTS
7376 COURTHOUSE BLVD E
INVER GROVE HEIGHTS, DAKOTA
COUNTY, MINNESOTA

STATE PROJECT NO. ---- CITY PROJECT NO. #

NOTES & SEQ

SHEET 02 OF 07 SHEETS



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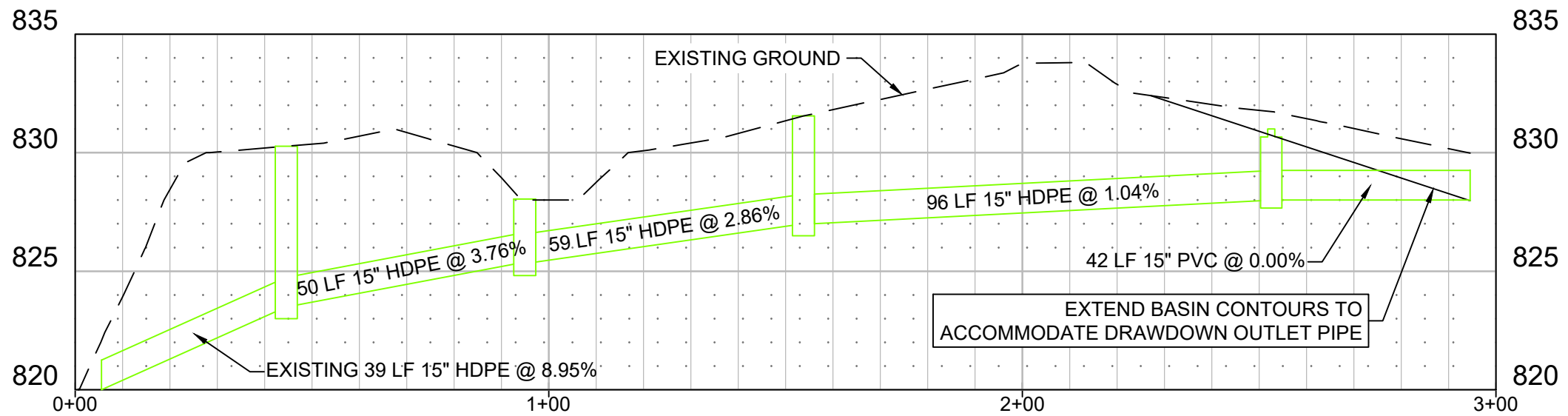
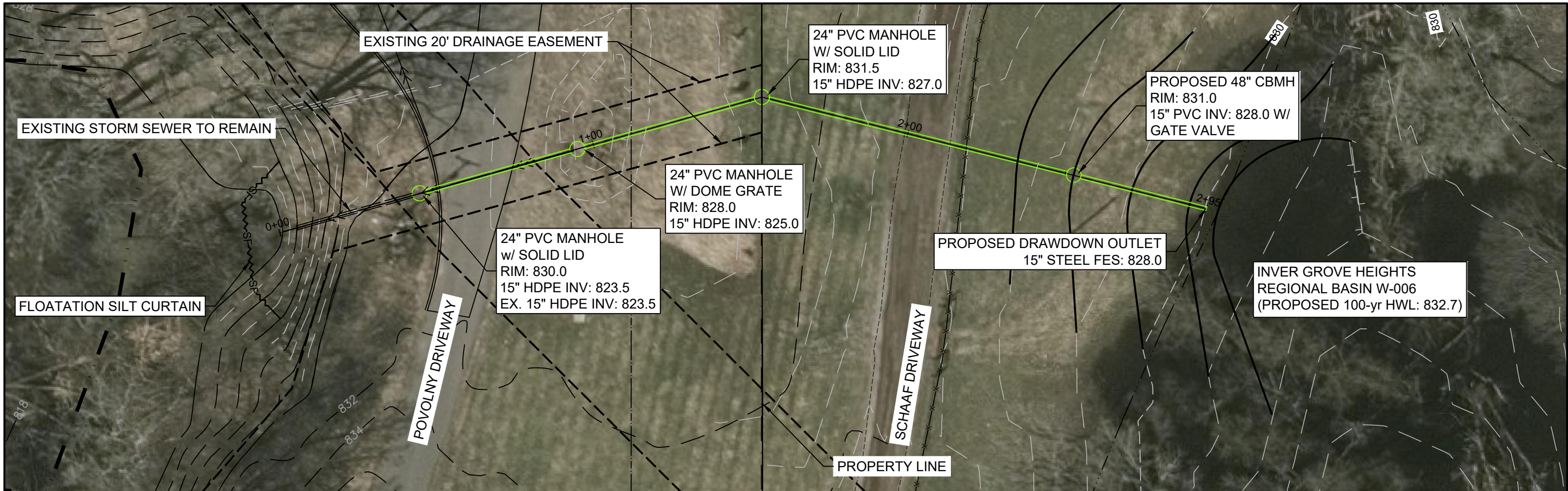


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INVER GROVE HEIGHTS, DAKOTA
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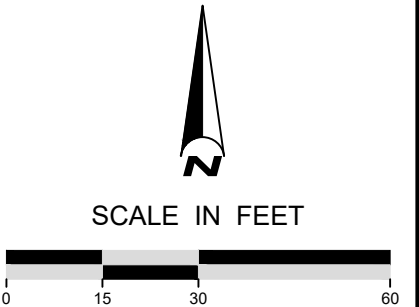
STATE PROJECT NO. ---- CITY PROJECT NO. #

EXISTING CONDITIONS PLAN

SHEET 03 OF 07 SHEETS



- NOTES:
1. ALL DISTURBED AREAS SHALL BE RESTORED WITH EROSION CONTROL BLANKET, CAT. 25. ALL AREAS BELOW THE 830 ELEVATION SHALL BE SEEDED WITH MIX 33-261.



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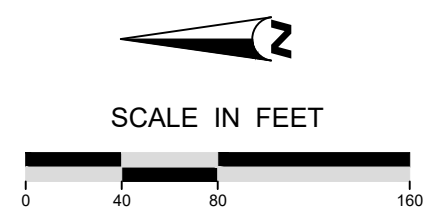
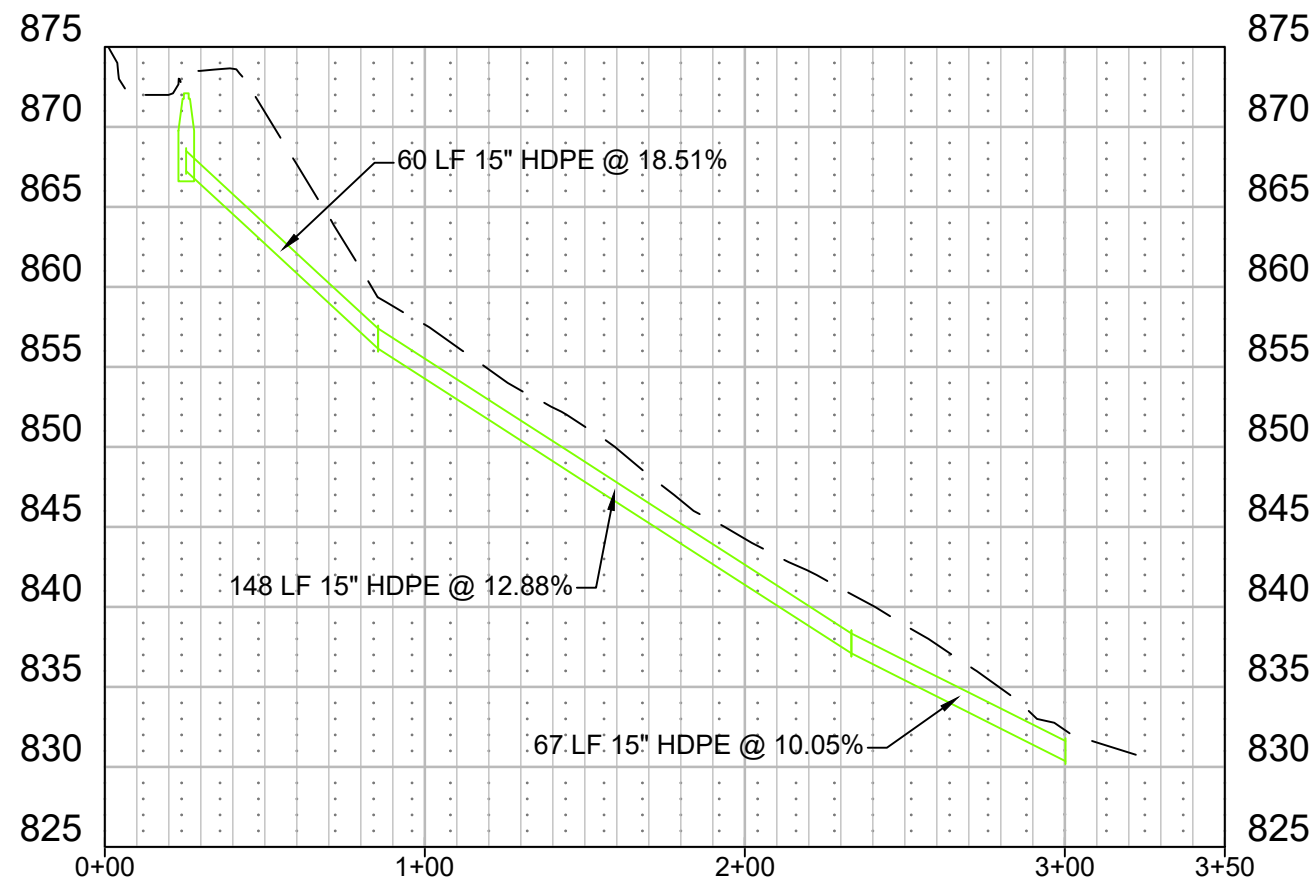
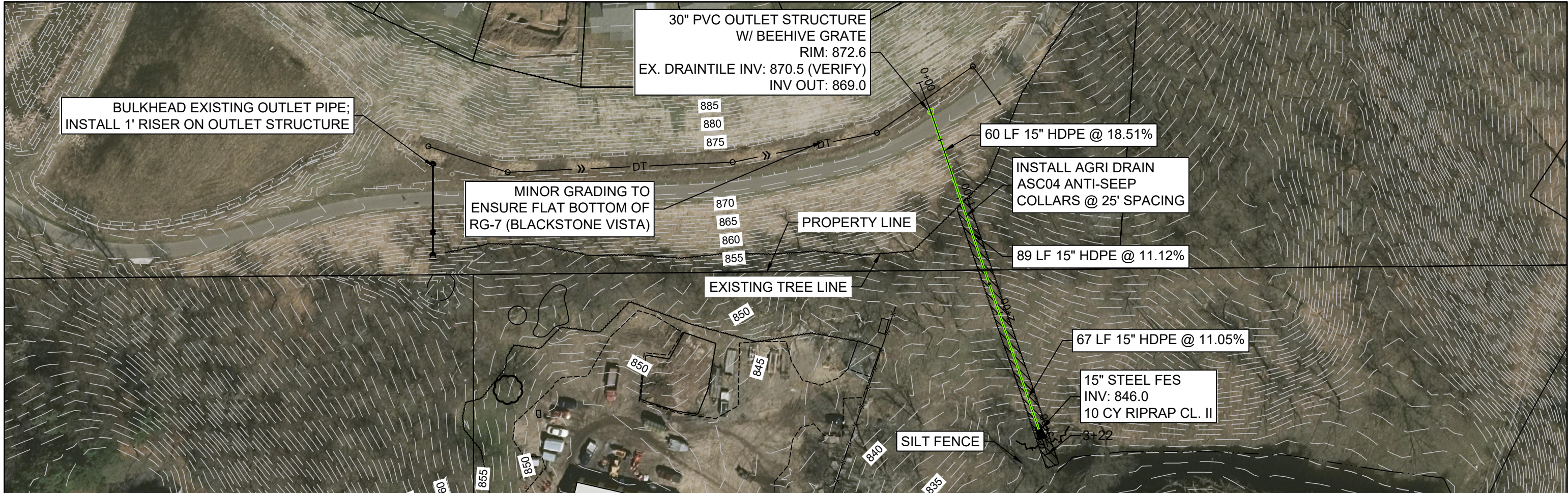


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CITY PROJECT NO. #

REGIONAL BASIN W--006 OUTLET

SHEET 04 OF 07 SHEETS



Plot Date: 03/10/2022
Drawing Name: X:\Clients\Inver Grove Heights\0608_Schaff_Settlement_Acq\08_51\MS\dwg\05-0068_CD.dwg
User: JCS@EOR.com
Project: 05-0068_Schaff_Settlement_Acq

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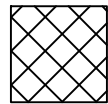
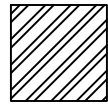
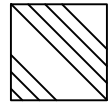
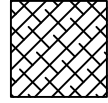
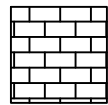
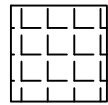
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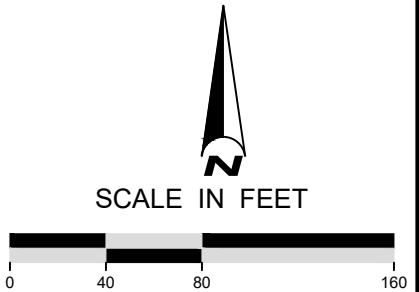
OFFSITE DRAINAGE IMPROVEMENTS

SHEET 05 OF 07 SHEETS

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-  MNDOT 25-131 LOW MAINT. TURF
-  MNDOT 33-261 STORMWATER S & W
-  MNDOT 34-171 WETLAND REHAB.
-  MNDOT 36-211 WOODLAND EDGE S & W
-  GRAVEL RESTORATION
-  PAVEMENT RESTORATION



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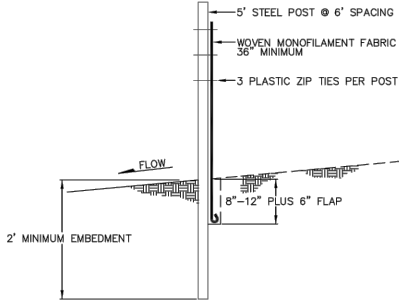
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STATE PROJECT NO. ---- CITY PROJECT NO. #

RESTORATION PLAN

SHEET 06 OF 07 SHEETS

Plot Date: 03/10/2022
Drawing Name: X:\Clients\Inver Grove Heights\0068_Schaaf_Settlement_Acq\08_51\MS\dwg\95-0068_CD.dwg
Drawing Path: X:\Clients\Inver Grove Heights\0068_Schaaf_Settlement_Acq\08_51\MS\dwg\95-0068_CD.dwg
Drawing Title: Final Bid Plans



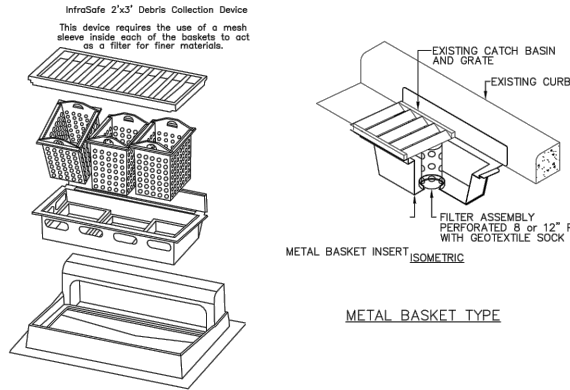
MACHINE SLICED SILT FENCE

- NOTES:
1. WOOD POSTS MAY BE USED IN NON-CRITICAL AREAS. WOOD POST SPACING AT 4' MAXIMUM. STEEL POSTS ARE REQUIRED WHEN HEAVY DUTY SILT FENCE IS SPECIFIED.
 2. SILT FENCE MUST BE CLEANED OR REPLACED WHEN SILT DEPTH IS 1/3 HEIGHT OF FABRIC.

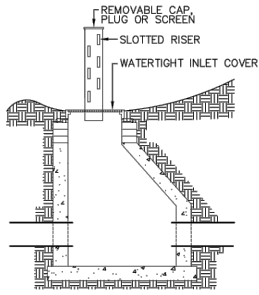


SILT FENCE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT 4/11 PLATE NO.
EC-02



METAL BASKET TYPE



SLOTTED RISER INLET FILTER

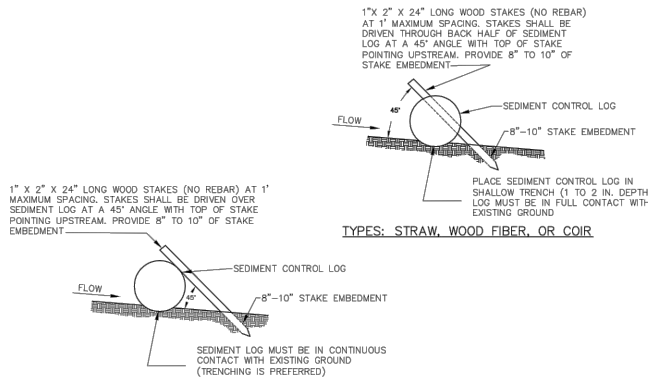
NOTES:

1. EACH STORM WATER INLET REQUIRES AN APPROVED INLET PROTECTION DEVICE FROM THE TIME THE CASTING AND RINGS ARE PLACED UNTIL THE SURROUNDING AREAS ARE ESTABLISHED, OR UNTIL DIRECTED BY THE CITY ENGINEER.
2. THESE DEVICES SHALL BE REMOVED WHEN THERE IS FROST IN THE GROUND AND REINSTALLED WHEN THE GROUND THAWS.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE PLACEMENT, MAINTENANCE, AND REMOVAL OF ALL INLET PROTECTION DEVICES.
4. SEALING THE STORM SEWER INLET WITH FABRIC IS NOT AN APPROVED METHOD OF INLET PROTECTION.

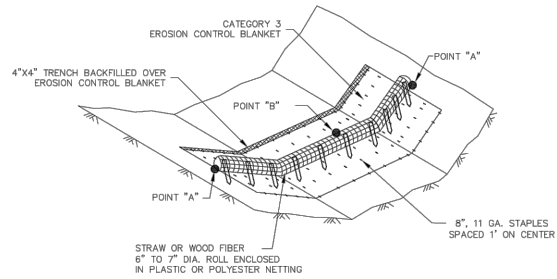


STORM SEWER
INLET PROTECTION

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT 4/11 PLATE NO.
EC-04



TYPES: WOOD CHIP, COMPOST, OR ROCK

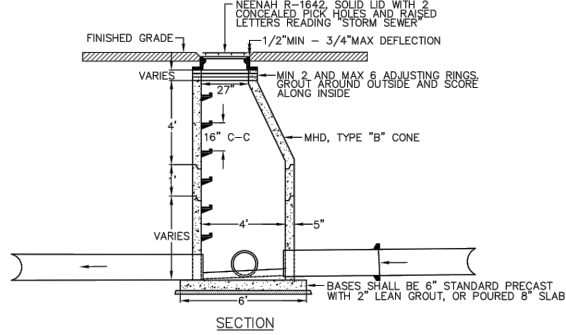


- POINT 'A' SHALL BE A MINIMUM OF 6 INCHES HIGHER THAN POINT 'B' TO ENSURE WATER FLOWS OVER THE BIOROLL AND DOES NOT FLANK THE EDGES AND CAUSE EROSION.
- DITCH CHECK SPACING SHALL BE DETERMINED FROM THE FOLLOWING FORMULA:
APPROXIMATE SPACING OF DITCH CHECKS (FT) = $\frac{\text{DITCH CHECK HEIGHT (FT)} \times 100}{\% \text{ CHANNEL SLOPE}}$

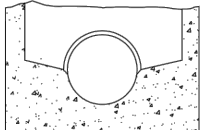


SEDIMENT LOG INSTALLATION

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT 3/15 PLATE NO.
EC-07



SECTION

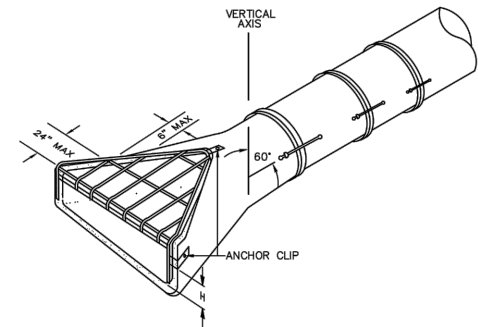


- NOTES:
1. ALL MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
 2. MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
 3. PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
 4. GROUT ALL LIFT HOLES.
 5. MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
 6. MINIMUM 48" DIAMETER WHEN PIPE IS 36" OR SMALLER
MINIMUM 72" DIAMETER WHEN PIPE IS LARGER THAN 36"

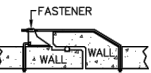


STORM STANDARD MANHOLE

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT 8/13 PLATE NO.
STM-01



PIPE SIZE (IN.)	BOLT DIAMETER (IN.)	BAR (IN.)	H (IN.)
18	3/8	3/4	4
21	3/8	3/4	4
24	3/4	1	6
27	3/4	1	6
30	3/4	1	6
36	3/4	1	6
42	3/4	1	6
48	1	1 1/4	12



TIE BOLT & FASTENER ASSEMBLY

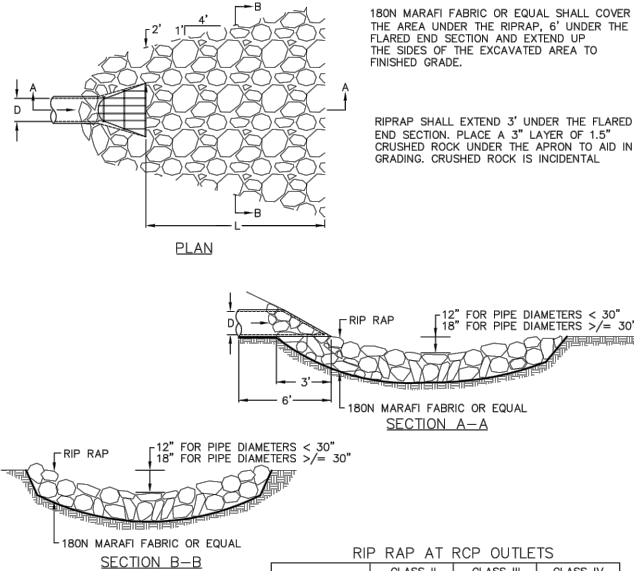
- NOTES:
1. USE TWO TIE BOLT FASTENERS PER JOINT INSTALLED AT 60" FROM TOP OF PIPE.
 2. LAST THREE JOINTS SHALL BE TIED.
 3. TYING AND TRASH GUARD SHALL BE INCLUDED IN UNIT PRICE BID FOR END SECTION.
 4. BARS AND PLATES ARE HOT-ROLLED STEEL.
 5. BARS, PLATES, PIPE, AND BOLTS ARE GALVANIZED.
 6. VERTICAL OPENING SHALL BE A MAXIMUM OF 6" AND A MINIMUM OF 4" HIGH.
 7. FOR RIP RAP PLACEMENT SEE DETAIL STM-12.
 8. TRASH GUARDS ON 15-18" FLARED END SECTIONS SHALL BE PLACED ON POND OUTLETS ONLY. DO NOT PLACE ON POND INLETS OR CULVERTS.

RIP-RAP REFERENCE
CITY PLATE STM-12



STANDARD FLARED END
SECTION AND TRASH GUARD

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT 4/17 PLATE NO.
STM-10



180N MARAFI FABRIC OR EQUAL SHALL COVER THE AREA UNDER THE RIPRAP, 6' UNDER THE FLARED END SECTION AND EXTEND UP THE SIDES OF THE EXCAVATED AREA TO FINISHED GRADE.

RIPRAP SHALL EXTEND 3' UNDER THE FLARED END SECTION. PLACE A 3" LAYER OF 1.5" CRUSHED ROCK UNDER THE APRON TO AID IN GRADING. CRUSHED ROCK IS INCIDENTAL.

SECTION A-A

SECTION B-B

RIP RAP AT RCP OUTLETS

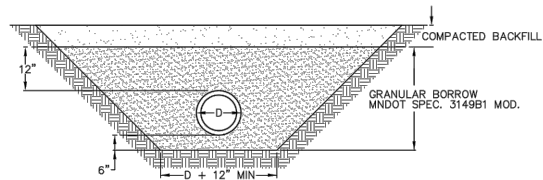
DIAMETER OF ROUND PIPE (IN.)	L (FT.)	CLASS II (6")		CLASS III (9")		CLASS IV (12")	
		DEPTH (CY)	DEPTH (CY)	DEPTH (CY)	DEPTH (CY)	DEPTH (CY)	DEPTH (CY)
18	8	3.5	1.8	5.3	2.7	7.0	3.5
21	10	4.5	2.3	6.8	3.4	9.0	4.5
24	12	6.1	3.1	9.2	4.6	12.5	6.2
27	12	6.5	3.3	9.7	4.9	13.0	6.5
30	14	8.0	4.0	11.9	5.9	15.9	8.0
36	16	10.0	5.0	15.0	7.5	20.0	10.0
42	18	11.7	5.9	17.5	8.8	23.4	11.7
48	20	13.8	6.9	20.70	10.4	27.6	13.8



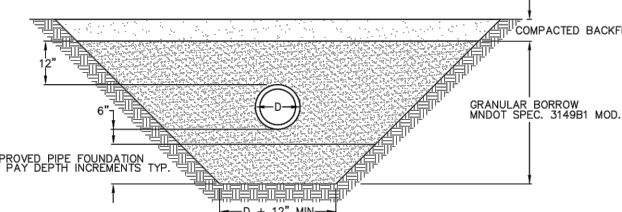
RIP RAP

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT 2/15 PLATE NO.
STM-12

PIPE FOUNDATION AND BEDDING IN GOOD SOILS

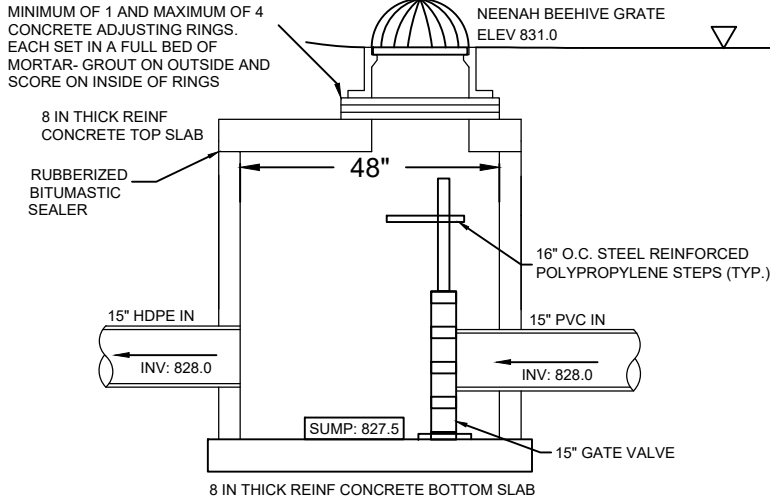


PIPE FOUNDATION AND BEDDING IN POOR SOILS



BEDDING METHODS
PVC

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT 4/11 PLATE NO.
MISC-04



08
09

W-006 OUTLET STRUCTURE

(No Scale)



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KYLE CRAWFORD
DATE: 03/10/2022
LICENSE # 54906

SUBMISSION DATE:
03/10/2022

DESIGN BY
KDC

DRAWN BY
BR

EOR PROJECT NO.
95-0068

EOR Emmons & Olivier
Resources, Inc.
1919 University Ave W
St Paul, MN 55104
ecology
community
Tele: 651.770.8448
www.eorinc.com



SCHAFF DRAINAGE IMPROVEMENTS
7376 COURTHOUSE BLVD E
INVER GROVE HEIGHTS, DAKOTA
COUNTY, MINNESOTA

STATE PROJECT NO. --- CITY PROJECT NO. #

DETAILS

SHEET 07 OF 07 SHEETS

Request for Council Action

SUBJECT: Approval of License Renewals for Massage Businesses and Massage Therapists

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve license renewals for the massage businesses and massage therapists listed below.

BACKGROUND

The City currently has 11 massage business licenses and 18 massage therapist licenses. Each renewal application was accompanied by the necessary license fees and liability insurance certificates. All background investigations were completed by the Police Department with no basis found for denial of the renewals.

The licenses are as follows:

<u>Massage Business</u>	<u>Business Address</u>
Back to Center Massage	1870 50th Street E
Beauty Life LLC	9086 Buchanan Trl
Essential Therapeutic Bodywork	5778 Blackshire Path Suite 200
Grateful Massage	5751 Blaine Ave E
Heaven Sent Healing Massage & Wellness Center	5874 Blackshire Path
Inver Grove Heights Chiropractic	2940 65th Street East
Jean Helfman - Oasis Massage	2645 78th Street East
Mystic Moon Wellness	1870 50th Street E Suite 2
Onalos Massage LLC	2898 Upper 55th Street E
OyeSpa LLC	7741 Amana Trail
Salon Fusion	3105 65th St E. Suite 300

<u>Massage Therapist</u>	<u>Doing Business At:</u>
Beth Henning	Inver Grove Heights Chiropractic
Danielle Widen	Oye Spa Aveda Lifestyle Salon & Spa
Delaina Hinrichs	Mystic Moon Wellness
Enrique Juan Solano	Onalos Massage Therapy
Fang Yang	Life Massage & Spa
Georgia Kruse	Salon Fusion
Jean Helfman	Jean Helfman - Oasis Massage
Jeanne Marie Fox	Salon Fusion
Jennifer Lynn Swenson	Heaven Sent Healing Massage & Wellness Center
John Halloran	Salon Fusion
Julie Ann Olson	Back to Center Massage
Kevin Miner	Salon Fusion
Lynette Wilson	Salon Fusion
Monica Bemus	Essential Therapeutic Bodywork
Nicholas Ryan Strand	Inver Grove Heights Chiropractic
Roger Lee Hinrichs	Mystic Moon Wellness
Shimone Rogers	Onalos Massage Therapy
Xiumin Zhang	Grateful Massage

FISCAL IMPACT

none

RECOMMENDATION

Staff recommends approval of 11 massage business and 18 massage therapist licenses for 2022.

ATTACHMENTS

None



Request for Council Action

SUBJECT: Approval of Service Station License Renewals**MEETING DATE:** May 9, 2022**ITEM TYPE:** Consent Agenda**CONTACT:** Judy Wonick, Administrative Support Specialist, 651.450.2464

ACTION REQUESTED

The Council is asked to approve Service Station City License renewals for the period of May 1, 2022 through April 30, 2023.

BACKGROUND

There are currently 15 service station businesses that are licensed to do business in Inver Grove Heights. Of the 15 businesses, 13 have completed renewal applications accompanied by the necessary license fees and liability insurance certificates. All necessary background investigations were completed with no basis found for denial of the renewal. The remaining businesses are in the process of completing the requirements.

<u>Doing Business As</u>	<u>Business Address</u>
Pilot Travel Center	11650 Courthouse Blvd
River Country Cooperative	3240 57th St E
Cenex Xpress 24	5500 Cenex Drive
Gas Plus 2	7020 S. Robert Trail
GM Food & Fuel	5465 Babcock Trail
Holiday #438	6976 Cahill Ave.
Holiday #071	6380 E. Concord Blvd.
Holiday #3537	9087 Broderick Blvd
The Corner Store	3015 80th Street
Trestle Stop	9717 S. Robert Trail
Sinclair (PDB Autocare)	6466 Cahill Ave
SuperDay #4	7030 Cahill Ave.
Casey's General Store #3825	9981 Diffley Court

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends renewal of the service station licenses listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: Approval of Rubbish Hauler City License Renewals**MEETING DATE:** May 9, 2022**ITEM TYPE:** Consent Agenda**CONTACT:** Judy Wonick, Administrative Support Specialist, 651.450.2464

ACTION REQUESTED

The Council is asked to approve the renewal of Rubbish Hauler City Licenses for the period of May 1, 2022 through April 30, 2023.

BACKGROUND

There are currently 15 rubbish haulers licensed to do business in the City of Inver Grove Heights. Of those, 13 have completed renewal applications accompanied by the necessary license fees and liability insurance certificates. All necessary background investigations were completed with no basis found for denial of the renewal. The 13 applicants are listed below. The remaining businesses are in the process of completing the requirements and may be brought forward for Council approval at a future meeting.

<u>Doing Business As</u>	<u>Business Address</u>
Allied Waste Services	4325 East 66th St
All Star Rolloff	7211 River Road
Aspen Waste Systems	2951 Weeks Ave.,
Dick's Sanitation Service	8984 215th St W.
Highland Sanitation & Recycling	P.O. Box 10,
Inver Grove Sanitation	3662 73rd St E
Keith Krupenny & Son Disposal Service	1214 Hall Ave.
Lightning Disposal	10730 Briggs Drive Suite B
Nitti Sanitation	10730 Briggs Drive Suite B
Ray Anderson & Sons	930 Duluth St.
Tennis Sanitation	720 4th St. - P.O. Box 62
Triangle Rubbish Service	1881 South Lexington
Veit Disposal Systems	14000 Veit Place

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends renewal of the licenses for the 13 rubbish haulers listed above.

ATTACHMENTS

None

Request for Council Action

SUBJECT: Approval of Motor Vehicle Sales City License Renewals

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Judy Wonick, Administrative Support Specialist, 651.450.2464

ACTION REQUESTED

The Council is asked to approve Motor Vehicle Sales City License renewals for the period of May 1, 2022 through April 30, 2023.

BACKGROUND

There are currently 16 motor vehicle sales businesses that are licensed to do business in Inver Grove Heights. Of the 16 businesses, 15 have completed renewal applications accompanied by the necessary license fees and liability insurance certificates. All necessary background investigations were completed with no basis found for denial of the renewal. The 15 applicants are listed below. The remaining business is in the process of completing the requirements and may come forward for Council approval at a later date.

Doing Business As	Service Address
Danner Landscaping & Sales	7915 Cahill Ave. E.
Inver Grove Auto	6591 Concord Blvd.
Inver Grove Honda	4605 S. Robert Trail
Inver Grove Hyundai	1290 50th St. E.
Inver Grove Toyota	1037 Highway 110
Inver Grove Ford-Lincoln	4725 S. Robert Trail
Luther Nissan Kia Metro Motors	1470 50th St. E.
Mauer Chevrolet	1055 50th Street
Morrie's Mazda	10 Mendota Rd. E.
Inver Grove Mitsubishi	4625 S. Robert Trail
Volkswagen of Inver Grove	1325 50th St. E.
Wernet Enterprises, Inc.	7375 S. Concord Blvd.
Deals with Wheels LLC	6250 Concord Blvd.
Mauer Buick GMC	1111 50th Street
1st Class Auto Sales LLC	6370 Concord Blvd.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends renewal of the 15 Motor Vehicle Sales licenses listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Approval of New Motor Vehicle Sales Business License
- Inver Grove Auto Mall**

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to approve a new motor vehicle sales business license for Inver Grove Auto Mall located at 6591 Concord Blvd.

BACKGROUND

Mr. Yoni Medina applied for a motor vehicle sales license to open a new business at 6591 Concord Blvd. Mr Medina provided the necessary documentation for approval and a background investigation was completed by the police department. No basis for the denial of the request was found.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends approval of a motor vehicle sales business license for Inver Grove Auto Mall.

ATTACHMENTS

None

Request for Council Action

SUBJECT: **Resolution Approving Agreements Related to a 40-unit assisted living facility at 7855 Cahill Avenue**

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the development agreements for a 40-unit assisted living facility located at 7855 Cahill Avenue (Rachel Development - Case No. 21-53C).

BACKGROUND

The City Council approved a conditional use permit for this proposed development on October 11, 2021. The conditions of approval require the applicant to enter into the attached agreements prior to any work commencing on site. The improvement agreement, storm water facilities maintenance agreement, retaining wall maintenance agreement and permanent drainage and utility easement were not finalized when the CUP request was approved and therefore must now be approved by separate resolution.

The agreements lay out the general obligations of the developer to maintain the proposed improvements on the property.

FISCAL IMPACT

None

RECOMMENDATION

Planning and Engineering staff recommend approval of the agreements as presented.

ATTACHMENTS

1. Resolution
2. Improvement Agreement
3. Storm Water Facilities Maintenance Agreement
4. Retaining Wall Maintenance Agreement
5. Permanent Drainage and Utility Easement

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT, RETAINING WALL MAINTENANCE
AGREEMENT AND PERMANENT DRAINAGE AND UTILITY EASEMENT**

**CASE NO. 21-53C
Rachel Development**

WHEREAS, an application has been submitted for the property located at 7855 Cahill Avenue and legally described as:

Lot 1, Krechs Valley View, according to the recorded plat, Dakota County, Minnesota

WHEREAS, a conditional use permit for a 40-unit assisted living/memory care facility was approved by City Council on October 11, 2021;

WHEREAS, conditions of approval require the applicant to enter into the attached agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the request on October 11, 2021 therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Improvement Agreement, Storm Water Facilities Maintenance Agreement, Retaining Wall Maintenance Agreement, and Permanent Drainage and Utility Easement are 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 9th day of May, 2022.

AYES:
NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**IMPROVEMENT AGREEMENT
RELATING TO LOT 1, KRECH'S
VALLEY VIEW
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT RELATING TO LOT 1, KRECH'S VALLEY VIEW,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS IMPROVEMENT AGREEMENT RELATING TO LOT 1, KRECH'S VALLEY VIEW, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA (Agreement) is made and entered into on the ____ day of May, 2022, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

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

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

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

1. That the Developer enter into this Improvement Agreement, 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.

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been submitted to and approved by the Director of PWD.

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

**ARTICLE 1
DEFINITIONS**

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

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

1.3 Developer. "Developer" means Boden of Inver Grove Heights, LLC, a Delaware limited liability company, and its successors and assigns.

1.4 Owner. "Owner" means Boden of Inver Grove Heights, LLC, a Delaware limited liability company, and its successors and assigns.

1.5 Subject Property. "Subject Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A**.

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

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

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

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

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

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council

- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

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

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.16 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.17 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof, subject to Force Majeure:

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

1.18 Force Majeure. "Force Majeure" means (i) an earthquake, hurricane, tsunami, tornado, flood, or other weather conditions of unusual severity or duration or other similar natural catastrophe, (ii) a building moratorium or other governmental prohibition or restriction on construction that prohibits or restricts construction, (iii) a riot, insurrection, terrorist act, or war, (iv) circumstances adversely affecting the availability or delivery of materials or the performance of work including, without limitation, excessive rain or other weather events that may not constitute

flood or catastrophic events yet, nevertheless, result in stoppages of work or delays in the performance of construction, (v) strikes, lockouts or other labor disputes, (vi) actions or inaction (when action is required) of governmental authorities, (vii) fires or other casualties, (viii) other causes or occurrences which are outside the control of the party whose obligation is delayed and could not be avoided by the exercise of due care on the part of such party, or (ix) a pandemic that adversely affects the availability of materials or the performance of work.

1.19 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and 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 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 to the best knowledge of Developer threatened against or affecting Developer or the Subject Property 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. Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement 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 shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of written notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the 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.

- H. 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.

- I. Fee Title/Ownership Interest.** Boden of Inver Grove Heights, LLC, a Delaware limited liability company, owns fee title to the Subject Property.

1.20 City Warranties. “City Warranties” means that the City hereby warrants and represents as follows:

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.
- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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 8150 Barbara Avenue Inver Grove Heights, MN 55077
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If to Developer	Boden of Inver Grove Heights, LLC
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or Owner: 250 Prairie Center Drive, Suite 335
Eden Prairie, MN 55344

With a copy to: Withrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attention: Catherine M. Cumming
Email: ccumming@winthrop.com

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

APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3

DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which 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 Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

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

3.5 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 shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. 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 Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

4.1 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 5 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 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.

6.2 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.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work 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 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 three (3) 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 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 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, the Developer agrees to 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 Section 1.19(G) become defective or are not in compliance with the warranty provisions contained therein in the opinion of the City.

6.5 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 Improvement Agreement and the ordinances, City standards and specifications and the Improvement Agreement. 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 Improvement Agreement and City ordinances, standards and specifications, the City shall so notify the Developer in writing 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 Section 1.19(G) and except as provided in the following documents between the City and Developer and Owner:

- Storm Water Facilities Maintenance Agreement

- Retaining Wall Maintenance Agreement

If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement in reasonable detail or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Public Improvements shall be provided by the Developer in accordance 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 this work done and Developer shall pay for it with the Developer's sureties. The following information is required to be shown on the record plans:

1. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and Invert elevations on all manholes and catch basins.
7. Apron invert elevations on all Flared End Structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. If a final plat is being approved, then a copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
12. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra

shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom , side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 11).

13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.

14. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.

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

ARTICLE 7

RESPONSIBILITY FOR COSTS

7.1 Developer Improvement Costs. 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.

7.2 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 Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 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 eight percent 8% per year.

ARTICLE 8

DEVELOPER WARRANTIES

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

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

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications, subject to Force Majeure;
- 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 Improvement Agreement, subject to Force Majeure;
- 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 Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Developer Improvementsand;
- h.) construction of the Developer Improvements; and
- i.) delays in construction of the Developer Improvements, subject to Force Majeure.

10.2 NOTICE. Within a reasonable period of time after the City's receipt of actual notice of any matter giving rise to a right of payment against the City pursuant to Section 10.1, the

City shall give the Formal Notice in reasonable detail to 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.

10.3 DEFENSE OF CLAIM. With respect to claims or demands asserted against the City by a third party of the nature covered by Sections 10.1 and 10.2 above, provided that the City gives Formal Notice thereof, 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 11

CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City until the Developer Default is cured;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof to the extent necessary to cure the Developer Default;
- d.) the City may suspend or deny building permits for buildings within the Subject Property until the Developer Default is cured;
- 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 costs and expenses incurred by the City. The City shall provide reasonable evidence of any such costs and expenses billed to the Developer. In the alternative, the City may in whole or in part,

specially assess against the Subject Property, any of the costs and expenses incurred by the City; and 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 Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement 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.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, 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. The City shall provide reasonable evidence of any such costs and expenses billed or assessed to the Developer. 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 Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 **ESCROW DEPOSIT**

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2024. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2024, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2024.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit E to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, 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 12.2 from time to time as financial obligations are paid.

12.2 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(G) 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 a 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. 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 13 **MISCELLANEOUS**

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

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Owner and Developer. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Owner and Developer in the Subject Property.

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council, which approval will not be unreasonably withheld so long as no Developer Default then exists. The Developer's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

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

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

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

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

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

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

13.12 Access to Developer. The Development Plans show a public stormwater pipe in the northwest quadrant of the Subject Property running from a flared end on the east to a flared end on the west and terminating in South Valley Park, as more particularly depicted on plan sheet C-4.2. The Developer is responsible to construct this stormwater pipe segment. The City hereby grants access to the Developer over that portion of South Valley Park for the construction of the pipe in South Valley Park. The access shall be reasonably confined to that area of South Valley Park that is reasonably necessary for access to construct the pipe. This temporary access shall expire on December 21, 2024 or when the City accepts the installation of the pipe pursuant to Article 6 of the Improvement Agreement, whichever occurs first.

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of May, 2022, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER AND DEVELOPER:
BODEN OF INVER GROVE HEIGHTS, LLC**

By: Its Manager, Inver Grove Heights Partners, LLC

By: _____
Brandon Laubach
Manager of Inver Grove Heights Partners, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me a Notary Public within and for said County and State, personally appeared Brandon Laubach, to me personally known, who being by me duly sworn, did say that he is the Manager of Inver Grove Heights Partners, LLC, a Delaware limited liability company, and that Inver Grove Heights Partners, LLC is the manager of Boden of Inver Grove Heights, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of Boden of Inver Grove Heights, LLC by its Manager Inver Grove Heights Partners, LLC, by Brandon Laubach, the Manager thereof, and said Brandon Laubach acknowledged said instrument to be the authorized free act and deed of Boden of Inver Grove Heights, LLC by its Manager Inver Grove Heights Partners, LLC.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

After Recording Return This Instrument To:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Krech's Valley View, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY **</u>
Cover (C1 of 9)	08/20/2021	Joseph T. Radach
Removals Plan (C2 of 9)	08/20/2021	Joseph T. Radach
Site Plan (C3 of 9)	08/20/2021	Joseph T. Radach
Utility Plan (C4 of 9)	08/20/2021	Joseph T. Radach
Public Sanitary Sewer & Water Main Profile (C4.1 of 9)	08/20/2021	Joseph T. Radach
Public Storm Sewer Profile (C4.2 of 9)	08/20/2021	Joseph T. Radach
Grading, Drainage & Erosion Control Plan (C5 of 9)	08/20/2021	Joseph T. Radach
Stormwater Pollution Prevention Plan (C6 of 9)	08/20/2021	Joseph T. Radach
Details (C7 of 9)	08/20/2021	Joseph T. Radach
Details (C8 of 9)	08/20/2021	Joseph T. Radach
Details (C9 of 9)	08/20/2021	Joseph T. Radach
Landscape Plan (L1 of 3)	08/20/2021	Ryan J. Ruttger
Landscape Plan (L2 of 3)	08/20/2021	Ryan J. Ruttger
Landscape Plan (L3 of 3)	08/20/2021	Ryan J. Ruttger
Tree Preservation (TP 1 of 2)	08/20/2021	Ryan J. Ruttger
Tree Preservation (TP 2 of 2)	08/20/2021	Ryan J. Ruttger
Stormwater Treatment Practices Exhibit		Carlson McCain Engineering
Stormwater Management Plan	02/04/2022	Joseph T. Radach
Operations and Maintenance Plan		Carlson McCain Engineering

**Joseph T. Radach and Ryan J. Ruttger are employees of Carlson McCain

EXHIBIT B (continued)
LIST OF DEVELOPMENT PLANS

The above-listed Development Plans were approved by the City Engineer on March 14, 2022.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences (collectively the “City Engineer Memos”):

1. Memo from Jacob Moser to City Planner Alan Hunting dated September 1, 2021.
2. Memo from Jacob Moser & Alisa Witte to City Planner Alan Hunting dated January 3, 2022.
3. Memo from Jacob Moser & Alisa Witte to City Planner Alan Hunting dated January 31, 2022.

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.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	functional site draining, drainage, erosion and sediment control
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	completion of site grading, drainage, erosion and sediment control
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	functional private stormwater facilities (including filtration basins and storm sewer)
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	completion of private stormwater facilities (including filtration basins and storm sewer)
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	installation of public stormwater pipe in northwest quadrant of lot
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	private utility improvements (sanitary sewer and water service connection)
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	base course of bituminous for parking lot and paved driveway
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	wear course of bituminous for parking lot and paved driveway
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	Retaining wall
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	vegetation establishment and landscaping
X	06-30-2023, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts

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

EXHIBIT C
DEVELOPER IMPROVEMENTS

** Lot landscaping must be completed prior to issuance of a certificate of occupancy for the individual subject lot; provided, however, if the request of the certificate of occupancy is made in the months of October through April, and if all other requirements for the certificate of occupancy except landscaping have been met, then the City will issue a temporary certificate of occupancy and the Developer is required to complete the landscaping no later than the following June 15th.

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

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

Before Developer begins construction of Developer Improvements on the Subject Property, all the following conditions must be satisfied:

- a.) Developer and Owner must execute this Improvement Agreement.
- b.) Developer must provide the letter of credit or cash deposit for the amount stated on Exhibit E of this Improvement Agreement.
- c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow and vegetation escrow amounts stated on Exhibit E of this Improvement Agreement.
- d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
- e.) Final site plans and the Operations and Maintenance Plan for the stormwater facilities shall be submitted to the City and approved by the City Engineer.
- f.) Developer and/or Owner must execute and record the following documents for the Subject Property:
 - Improvement Agreement
 - Storm Water Facilities Maintenance Agreement
 - Retaining Wall Maintenance Agreement
 - Drainage and Utility Easement

The form of the documents are subject to the approval of the City Attorney and the Director of PWD.

2. **CONDITIONS TO BE SATISFIED BY JUNE 30, 2023 OR BEFORE CITY ISSUES A CERTIFICATE OF OCCUPANCY FOR THE SUBJECT PROPERTY.** By June 30, 2023, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all the following conditions must be satisfied:

- a.) All the conditions in paragraph 1 of this Exhibit D have been met.
- b.) Functional grading, drainage, erosion, and sediment control are in place.

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

- c.) Functional private storm water improvements are in place and approved by the City Engineer.
 - d.) The public storm water pipe in the northwest quadrant of the lot must be installed.
 - e.) The sewer and water improvements have been completed.
 - f.) The bituminous base course for the parking lot and paved driveway have been installed.
 - g.) The sidewalk has been installed.
 - h.) The retaining wall has been installed
 - i.) Grading, drainage, erosion, and sediment control have been completed.
 - j.) All private storm water improvements must be completed and approved by the City Engineer.
 - k.) The sewer and water improvements must be completed.
 - l.) The wear course of bituminous for the parking lot and paved driveway have been installed.
 - m.) Vegetation establishment associated with the grading, drainage, erosion and sediment control must be completed and landscaping must be completed.
 - n.) Certified as-builts shall be submitted to the City.
- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.
- 4.) **SIDEWALK.** The sidewalk shall be located within the road right of way, and not within a separate sidewalk easement.

EXHIBIT D

MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 5.) **PARK DEDICATION FEE.** The obligation for any Park Dedication Fee has been addressed previously and a Park Dedication Fee is not required with regard to this Improvement Agreement.
- 6.) **FIRE HYDRANT.** The fire hydrant located on the Subject Property is located within the drainage and utility easement conveyed to the City and the fire hydrant is owned by the City. The City is responsible for the maintenance and repair of the fire hydrant.

EXHIBIT E
BODEN SENIOR LIVING
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$214,850
2.)	Retaining Wall	\$68,750
3.)	Sanitary Sewer	\$19,624
4.)	Watermain	\$31,950
5.)	Storm Sewer	\$145,470
6.)	Parking Lot & Sidewalk	\$173,260
7.)	Landscaping	\$85,374
8.)	Construction debris clean up	\$10,000
9.)	Certified As-Builts	\$10,000
	SUBTOTAL	\$759,278
	Multiplied by	<u>1.25</u>
	TOTAL ESCROW:	\$949,098

FINAL AMOUNT OF ESCROW: \$949,098

EXHIBIT E
BODEN SENIOR LIVING
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

ENGINEERING ESCROW AMOUNT

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:

- \$20,000 City inspection and engineering consultant fees
- \$ 4,000 BARR Engineering Co. Stormwater review fees

\$24,000 TOTAL

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, vegetative cover, turf establishment or native vegetation establishment exceed the amount on deposit, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City. The City is not required to pay any interest on the Engineering Escrow Amount.

RETURN OF ENGINEERING ESCROW AMOUNT

Subject to the paragraphs below dealing with Escrow Retainage Amount and native vegetative maintenance, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount.

ESCROW RETAINAGE

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control, turf establishment, vegetative establishment, and landscaping. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

EXHIBIT E
BODEN SENIOR LIVING
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

RETURN OF ESCROW RETAINAGE

The City shall return to the Developer any remaining Escrow Retainage when all of the following have occurred:

- a.) All the Developer Public Improvements have been accepted by the City; and
- b.) Certificates of Occupancy have been issued for the Subject Property; and
- c.) The Subject Property meets the Individual Lot Turf Establishment requirements; and
- d.) Vegetative cover has been completed to the reasonable satisfaction of the City with respect to the basins and storm water facilities; and
- e.) Native vegetation, with respect to basins and storm water facilities, has been fully established and maintained for three growing years to the reasonable satisfaction of the City.

NATIVE VEGETATIVE MAINTENANCE

The Engineering Escrow Amount shall maintain a minimum amount of \$8,500 per acre (0.18 acres x \$8,500 per acre x 3 years) for a total of \$4,590 for native vegetative maintenance for three growing years past installation. The City's current Native Vegetation Operation and Maintenance Plan for policy and enforcement procedures applies. The Developer agrees to comply with said Plan.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR STORM WATER FACILITIES LOCATED ON
LOT 1, KRECH'S VALLEY VIEW,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this ____ day of May, 2022, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Boden of Inver Grove Heights, LLC, a Delaware limited liability company (hereafter referred to as “Landowner and “Responsible Owner”).

Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Boden of Inver Grove Heights, LLC, a Delaware limited liability company, and its successors and assigns.

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

The fee title owner of Lot 1, Krech’s Valley View, Dakota County, Minnesota, and the successors and assigns of such fee title owner.

Landowner is the current Responsible Owner.

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

Any existing or future filtration basins, pretreatment basins, manhole structures, Rain Guardians, manholes, culverts, reenforced spillways, wet detention basins, clay liners, storm sewer pipes, inlets, control outlet structures, valves, treatment manholes, riprap, catch basins, ditch checks, drainage swales, faircloth skimmer discharge system, dewatering bag, planting palette and related stormwater appurtenances lying within the Landowner Property.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means the following certain plans:

- (a) Stormwater Management Plan for Boden Senior Living of Inver Grove Heights prepared by Carlson McCain dated August 20, 2021, last revised February 4, 2022 and approved by the City Engineer on March 14, 2022; and
- (b) Operations and Maintenance Plan prepared by Carlson McCain; and
- (c) Stormwater Treatment Practices Exhibit prepared by Carlson McCain; and
- (d) Utility Plan (C4) prepared by Carlson McCain dated August 20, 2021, last revised February 11, 2022 and approved by the City Engineer on March 14, 2022; and
- (e) Grading, Drainage & Erosion Control Plan (C5) prepared by Carlson McCain dated August 20, 2021, last revised February 11, 2022 and approved by the City Engineer on March 14, 2022.

The Storm Water Facility Plan is on file with the City.

1.7 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.**

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns Lot 1, Krech's Valley View, Dakota County, Minnesota.

Recital No. 2. Landowner has requested that the City approve development plans in connection with the development of Lot 1, Krech's Valley View.

Recital No. 3. The Storm Water Facilities are located on Lot 1, Krech's Valley View.

Recital No. 4. The City is willing to approve the development plans in connection with the Landowner Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 5. By this Agreement the parties seek to:

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

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Prior to June 30, 2023, or prior to issuance of a certificate of occupancy for the Landowner Property, whichever occurs first, Landowner shall construct and install the Storm Water Facilities on the Landowner Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as approved by the City.

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

Notwithstanding the foregoing contained in Section 3.2, the Responsible Owner is not responsible for the repair and maintenance of the public stormwater pipe lying within the northwest quadrant of Lot 1, Krech's Valley View running from the flared end of such pipe on the east, to the flared end of such pipe on the west and terminating at the flared end on the west located in South Valley Park as depicted on the Stormwater Facility Plan. The City is responsible for the maintenance and repair of this segment of the stormwater pipe. The Responsible Owner is responsible for the maintenance and repair of all Storm Water Facilities shown on the Stormwater Facility Plan, except for the public stormwater pipe identified in this paragraph and more particularly depicted on the Stormwater Treatment Practices Exhibit, which part of the Stormwater Facility Plan.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities.

The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

- iii) The 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 Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

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

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

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

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

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

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

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

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

The Responsible Owner hereby grants to the City a temporary right and license to enter Lot 1, Krech's Valley View and the public easements for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance in the event Responsible Owner fails to maintain the Storm Water Facilities.

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 reasonable 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 its part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and
- d.) re-construction of the Storm Water Facilities, if needed in the future.

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 Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions required by the City are met, the City will approve the development plans 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. Responsible Owner consents to the recording of this Agreement.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2022, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER/RESPONSIBLE OWNER:
BODEN OF INVER GROVE HEIGHTS, LLC**

By: Its Manager, Inver Grove Heights Partners, LLC

By: _____
Brandon Laubach
Manager of Inver Grove Heights Partners, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me a Notary Public within and for said County and State, personally appeared Brandon Laubach, to me personally known, who being by me duly sworn, did say that he is the Manager of Inver Grove Heights Partners, LLC, a Delaware limited liability company, and that Inver Grove Heights Partners, LLC is the manager of Boden of Inver Grove Heights, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of Boden of Inver Grove Heights, LLC by its Manager Inver Grove Heights Partners, LLC, by Brandon Laubach, the Manager thereof, and said Brandon Laubach acknowledged said instrument to be the authorized free act and deed of Boden of Inver Grove Heights, LLC by its Manager Inver Grove Heights Partners, LLC.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

After Recording Return This Instrument To:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Krech's Valley View, Dakota County, Minnesota.

EXHIBIT B

OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

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

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

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

RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
LOT 1, KRECH'S VALLEY VIEW,
DAKOTA COUNTY, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO LOT 1, KRECH'S VALLEY VIEW (hereafter referred to as "Agreement") is made, entered into and effective this ____ day of May, 2022, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Boden of Inver Grove Heights, LLC, a Delaware limited liability company (hereafter referred to as "Landowner" or "Responsible Party"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. "Landowner" means Boden of Inver Grove Heights, LLC, a Delaware 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 Retaining Wall Lot:

Any existing or future retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing and retaining wall drainage collection appurtenances lying within the Retaining Wall Lot.

1.5 Retaining Wall Construction Plan. "Retaining Wall Construction Plan" means the Grading Drainage & Erosion Control Plan (C5) August 20, 2021 last revised February 4, 2022, prepared by Carlson McCain and approved by the City Engineer on March 14, 2022. The Retaining Wall Construction Plan is on file with the City and attached hereto as **Exhibit C**.

1.6 Responsible Party. "Responsible Party" means the fee owner of the Retaining Wall Lot, and its successors and assigns. The Responsible Party is currently the Landowner.

1.7 Landowner Property. Landowner Property means the real property legally described on the attached **Exhibit A**.

1.8 Retaining Wall Lot. Retaining Wall Lot means the lot identified on **Exhibit B** attached hereto.

1.9 Maintenance Standards. “Maintenance Standards” means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.10 DPW. “DPW” means the City’s Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner will construct the Retaining Wall Facilities on the Retaining Wall Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 2. Landowner owns the Landowner Property. Landowner owns the Retaining Wall Lot.

Recital No. 3. The Landowner is benefitted and served by the Retaining Wall Facilities.

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

- a.) impose upon the Responsible Party the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Party any maintenance work that the City performs with respect to the Retaining Wall Facilities in the event the Responsible Party fails to perform its obligations to maintain the Retaining Wall Facilities consistent with the Maintenance Standards.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Landowner agrees that by June 30, 2023, or prior to issuance of a certificate of occupancy for Landowner Property, whichever occurs first, or by a later date reasonably set by the City’s Director of Public Works, the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan within the Retaining Wall Lot at the sole expense of Landowner, subject to delays due to force majeure.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Party is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Retaining Wall Construction Plan and in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Standard of Maintenance shall also apply to any modification, alternation or relocation of the Retaining Wall Facilities. The Responsible Party shall also ensure that the Retaining Wall Facilities always remain fit for the use intended, structurally sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). The responsibility of the Responsible Party for maintaining the Retaining Wall Facilities on the Retaining Wall Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Retaining Wall Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with Sections 3.2 and 3.3 hereof, the DPW shall provide written notice to the Responsible Party of such failure to comply with Sections 3.2 and 3.3. This notice shall specify that the Responsible Party will have thirty (30) days to comply with Sections 3.2 and 3.3, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced construction of the Retaining Wall Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with Sections 3.2 and 3.3, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party and without giving the Responsible Party thirty (30) days to comply with Sections 3.2 and 3.3. If the City performs emergency construction work, the Responsible Party shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 Payment of Costs Incurred by City. If the Responsible Party fails to comply with Sections 3.2 and 3.3 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance with Sections 3.2 and 3.3 and the City shall have the right

of access to the areas where the Retaining Wall Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Sections 3.2 and 3.3 to the Responsible Party.

The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Sections 3.2 and 3.3. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 Certification of Costs Payable with Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Party, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Retaining Wall 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 Party waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Retaining Wall Lot.

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 Retaining Wall Lot for the costs and expenses incurred by the City. The Responsible Party hereby waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Retaining Wall Lot. The Responsible Party waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Party acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Sections 3.2 and 3.3 equals or exceeds the amount of the charges and assessments for compliance with Sections 3.2 and 3.3 that are being imposed hereunder upon the Retaining Wall Lot.

3.7 Obligation for Maintenance Notwithstanding Public Easement. The Responsible Party agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall Facilities may be located in whole or in part within public easements that are owned by the City.

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

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within the applicable cure period;

- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Retaining Wall Facilities;
- d.) any act or negligence by the Responsible Party, its agents, employees or contractors in connection with construction of the Retaining Wall Facilities or the maintenance thereof.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with Development Contract. The City agrees that if Landowner executes this Retaining Wall Maintenance Agreement and if Landowner complies with the other conditions contained in the Improvement Agreement between the City and Landowner of even date herewith, then the City will allow Landowner to begin the Developer Improvements identified in the Improvement Agreement for 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 Retaining Wall Lot and shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Retaining Wall Lot and in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

If to Landowner: Boden of Inver Grove Heights, LLC
250 Prairie Center Drive, Suite 335
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 6 **ENCROACHMENT OF RETAINING WALL FACILITIES** **WITHIN CITY EASEMENT**

6.1 Definitions. For purposes of this Article 6, the following terms shall have the following meanings:

- a. **City Easement.** “City Easement” means the following easement located on the Subject Land:

The permanent drainage and utility easements located along the north boundary of Lot 1, Krech’s Valley View, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota

County, Minnesota.

- b. **City Easement Improvements.** “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.
- c. **City Right-of-Way Costs.** “City Right-of-Way Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance, replacement, and expansion of the City’s Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easements, and all engineering and reasonable attorneys’ fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Retaining Wall Facilities and subsequently replacing the Retaining Wall Facilities in the City Easements, if such costs have not already been paid by the Responsible Party.
- d. **Pre-Encroachment Costs.** “Pre-Encroachment Costs” means a reasonable estimate by the City of the costs the City would have incurred for City Right-of-Way Costs if the Retaining Wall Facilities did not exist.
- e. **Cost Differential.** “Cost Differential” means the difference between the Pre-Encroachment Costs and the City Right-of-Way Costs caused by the Retaining Wall Facilities. The City’s reasonable determination of the amount of the Cost Differential shall be binding on the Responsible Party. The City’s reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

6.2 Recitals.

- a. The City Easement is on the Retaining Wall Lot. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.
- b. Responsible Party has requested permission from the City to construct the Retaining Wall Facilities within the City Easement.
- c. The Retaining Wall Facilities benefit and serve the Responsible Party and Retaining Wall Lot.

- d. Subject to the terms of this Agreement, the City is willing to allow the Retaining Wall Facilities to be constructed within the City Easement if the following conditions are met:
 - (i.) The Responsible Party agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
 - (ii.) If the Responsible Party has not met its obligation under Sections 6.7 and 6.9 hereof, the City has the right to temporarily remove the Retaining Wall Facilities from the City Easement in the event the City has need to access the area where the Retaining Wall Facilities exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement. The cost for temporarily removing the Retaining Wall Facilities is set forth in Section 6.7. Notwithstanding the foregoing, the City understands that the Retaining Wall Facilities are necessary for the structural integrity of the Landowner Property and in the event the City needs to remove the Retaining Wall Facilities under this Agreement, it shall provide written notice to the Responsible Party pursuant to Sections 6.7 and 6.9 as applicable, and will work with the Responsible Party to ensure that proper care and mitigation methods are followed so as to ensure that the structural integrity of the Landowner Property is not compromised.
 - (iii.) The Responsible Party must modify the Retaining Wall Facilities if the Retaining Wall Facilities materially interfere with the City Easement Improvements.

6.3 City Not Responsible for Retaining Wall Facilities. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Retaining Wall Facilities. Notwithstanding the foregoing, in the event the City negligently causes damage to the Retaining Wall Facilities, it shall be responsible for the costs associated with any such repairs.

6.4 Continuing Right to City Easements. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easements.

6.5 Subordinate Position of Retaining Wall Facilities. The Retaining Wall Facilities in the City Easements are subordinate to the rights of the City in the City Easements and in the City Easement Improvements.

6.6 Risk of Loss. The Responsible Party understands and agrees that the Retaining Wall Facilities within the City Easements may be adversely affected by use of the City

Easements. The parties agree that the City is not responsible for such events; the City shall have no liability to the Responsible Party for such events. The Responsible Party assumes the risk of installing the Retaining Wall Facilities in the City Easements.

6.7 Cost of Relocating Retaining Wall Facilities.

Upon thirty (30) days advance written notice from the City to the Responsible Party (Notice to Remove), the Responsible Party, within thirty (30) days after the date of such Notice to Remove, shall commence the work to temporarily remove and subsequently replace the Retaining Wall Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements. The Responsible Party shall complete such removal and replacement work within ninety (90) days after the date of the Notice to Remove. The City Engineer may, in writing, extend the dates for completion of removal and replacement.

If the Responsible Party does not perform commencement of such removal work within such 30 day period, or does not complete such replacement work within the ninety (90) day period, the City may temporarily remove and subsequently replace the Retaining Wall Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

Once the City's costs and expenses for such tasks have been determined by the City, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

6.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Responsible Party shall pay the Cost Differential to the City. The Responsible Party must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Responsible Party.

6.9 Modifications to Retaining Wall Facilities. If in the future the City reasonably determines that the Retaining Wall Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then upon thirty (30) days advance written notice by the City to the Responsible Party (Notice to Make Modifications), the Responsible Party shall, within thirty (30) days after the date of Notice to Make Modifications, commence such modifications to the Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall Facilities. The parties shall work together to ensure the modifications do not

compromise the structural integrity of the Landowner Property. The Responsible Party shall complete such modifications within ninety (90) days after the date of the Notice to Make Modifications. The City Engineer may extend the deadline to complete the modifications.

If the City reasonably determines that the Retaining Wall Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, and if the Responsible Party does not commence modifications within such 30-day period, or does not complete modifications within the 90-day period, then the City may make such modifications to the Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall Facilities. Notwithstanding the foregoing, the City will work with the Responsible Party to ensure that the structural integrity of the Landowner Property is not compromised in the event a modification to the Retaining Wall Facilities is required.

Once the City's costs and expenses have been determined by the City for such modification tasks, the City shall send an invoice for such costs and expenses to the Responsible Party. The Responsible Party must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City for such tasks.

6.10 Remedies. If the Responsible Party fails to perform its obligations under Article 6 of this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Responsible Party fails to make payments under Section 6.7, 6.8 and 6.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Retaining Wall 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 Party waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Retaining Wall Lot.

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 Retaining Wall Lot for the costs and expenses incurred by the City. The Responsible Party hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Retaining Wall Lot. The Responsible Party waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Responsible Party acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs

that are being imposed hereunder upon the Retaining Wall Lot.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.11 City Duties. Nothing contained in this Article 6 of this Agreement shall be considered an affirmative duty upon the City to perform the Responsible Party obligations contained in Article 6 if the Responsible Party does not perform such obligations.

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

IN WITNESS WHEREOF Landowner/Responsible Party and the City have entered into this Retaining Wall Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of May, 2022, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER/RESPONSIBLE PARTY:
BODEN OF INVER GROVE HEIGHTS, LLC**

By: Its Manager, Inver Grove Heights Partners, LLC

By: _____
Brandon Laubach
Manager of Inver Grove Heights Partners, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me a Notary Public within and for said County and State, personally appeared Brandon Laubach, to me personally known, who being by me duly sworn, did say that he is the Manager of Inver Grove Heights Partners, LLC, a Delaware limited liability company, and that Inver Grove Heights Partners, LLC is the manager of Boden of Inver Grove Heights, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of Boden of Inver Grove Heights, LLC by its Manager Inver Grove Heights Partners, LLC, by Brandon Laubach, the Manager thereof, and said Brandon Laubach acknowledged said instrument to be the authorized free act and deed of Boden of Inver Grove Heights, LLC by its Manager Inver Grove Heights Partners, LLC.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

After Recording Return This Instrument To:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

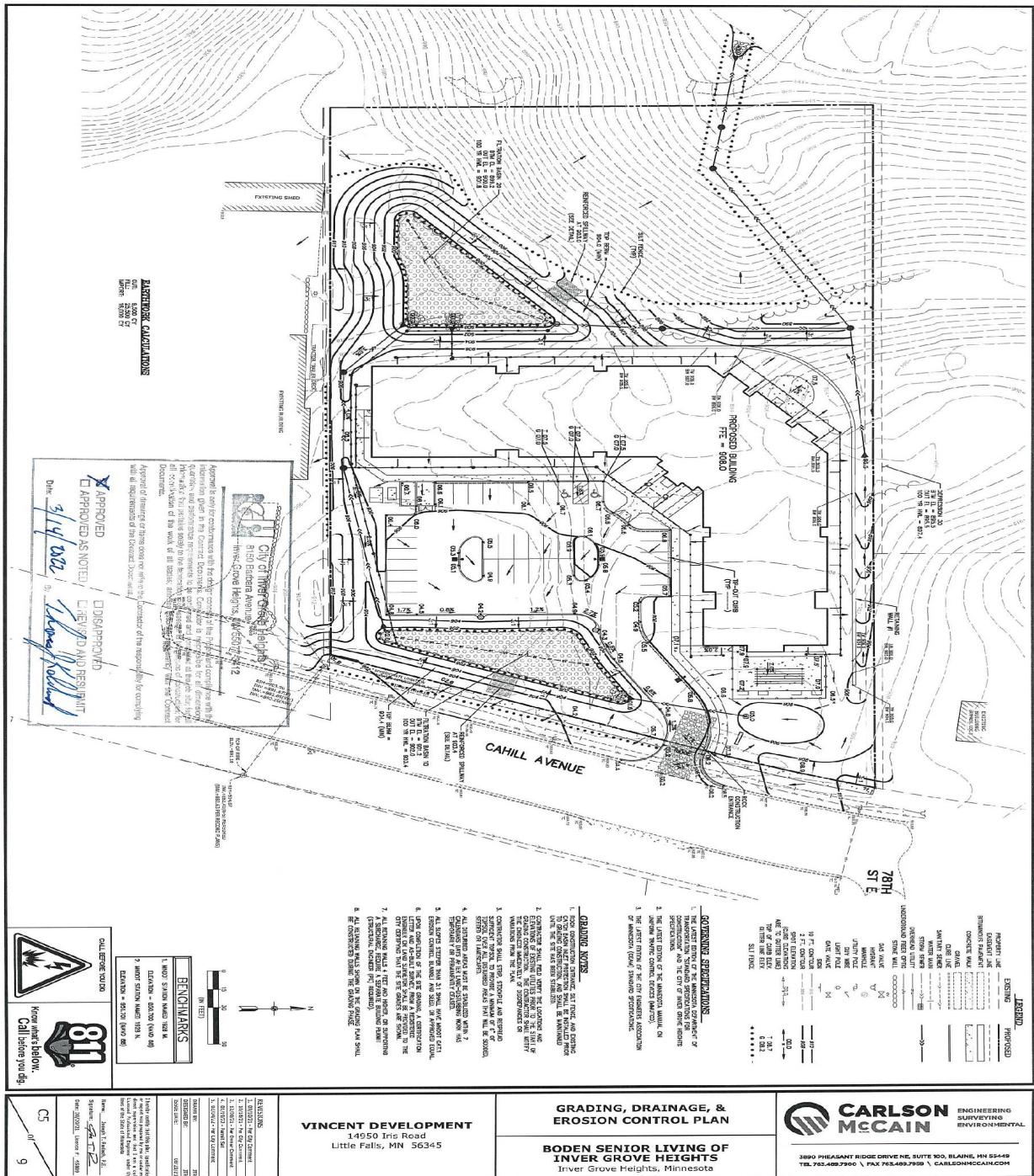
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

Lot 1, Krech's Valley View, Dakota County, Minnesota.

EXHIBIT B
RETAINING WALL LOT

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

Lot 1, Krech's Valley View, Dakota County, Minnesota.



PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT
FOR LOT 1, KRECH'S VALLEY VIEW,
DAKOTA COUNTY, MINNESOTA

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT FOR LOT 1, KRECH'S VALLEY VIEW (Easement) is made, granted and conveyed this ____ day of May, 2022, by and between Boden of Inver Grove Heights, LLC, a Delaware limited liability company, hereinafter referred to as the "Landowner," and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as the "City."

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

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

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

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, reconstruction, maintenance, inspection, repair, and replacement of any drainage facilities, stormwater ponds and utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident, or related thereto, under, over, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

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

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

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

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

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

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

LANDOWNER:
BODEN OF INVER GROVE HEIGHTS, LLC

By: Its Manager, Inver Grove Heights Partners, LLC

By: _____
Brandon Laubach
Manager of Inver Grove Heights Partners, LLC

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me a Notary Public within and for said County and State, personally appeared Brandon Laubach, to me personally known, who being by me duly sworn, did say that he is the Manager of Inver Grove Heights Partners, LLC, a Delaware limited liability company, and that Inver Grove Heights Partners, LLC is the manager of Boden of Inver Grove Heights, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of Boden of Inver Grove Heights, LLC by its Manager Inver Grove Heights Partners, LLC, by Brandon Laubach, the Manager thereof, and said Brandon Laubach acknowledged said instrument to be the authorized free act and deed of Boden of Inver Grove Heights, LLC by its Manager Inver Grove Heights Partners, LLC.

Notary Public

CITY:
CITY OF INVER GROVE HEIGHTS:

By: _____
Thomas Bartholomew, Mayor

ATTEST:

(CITY SEAL)

Rebecca Kiernan, City Clerk

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of May, 2022, before me a Notary Public within and for said County, personally appeared Thomas Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(651) 451-1831

After Recording Return This Instrument To:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
1305 Corporate Center Drive, #300
Eagan, MN 55121

(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 1, Krech's Valley View, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for drainage and utility purposes under, over, across, through, and upon the north 10.00 feet; the east 10.00 feet; the west 10.00 feet and the south 10.00 feet of Lot 1, KRECH'S VALLEY VIEW, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota. The west line of said Lot 1, KRECH'S VALLEY VIEW being the west line of the Southwest Quarter of Section 10, Township 27 North, Range 22 West per the Dakota County Section breakdown NAD-83 (1986 adjustment) dated May 04, 2009 and the south line of said Lot 1, KRECH'S VALLEY VIEW being the south line of the North Half of the Southwest Quarter of the Southwest Quarter of said Section 10.

AND

A 20.00 foot wide perpetual easement for drainage and utility purposes under, over, across, through, and upon Lot 1, KRECH'S VALLEY VIEW, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of North 89 degrees 49 minutes 20 seconds East, along the north line of said Lot 1, a distance of 351.02 feet to the point of beginning of the centerline to be described; thence South 85 degrees 10 minutes 33 seconds West a distance of 168.27 feet; thence South 57 degrees 42 minutes 09 seconds West a distance of 154.95 feet; thence North 81 degrees 31 minutes 11 seconds West a distance of 52.13 feet to the west line of said Lot 1 and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the north and west lines of said Lot 1.

AND

A 20.00 foot wide perpetual easement for drainage and utility purposes under, over, across, through, and upon Lot 1, KRECH'S VALLEY VIEW, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota. The centerline of said easement is described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of North 89 degrees 49 minutes 20 seconds East, along the north line of said Lot 1, a distance of 560.90 feet to the northeast corner of said Lot 1 and the westerly right-of-way line of Cahill Avenue; thence southwesterly a distance of 104.45 feet along said northwesterly right-of-way line of Cahill Avenue and a non-tangential curve concave and to the northwest, having a radius of 1095.92, a central angle of 5 degrees 27 minutes 40

seconds and whose chord bears South 16 degrees 46 minutes 16 seconds West; thence South 19 degrees 30 minutes 05 seconds West, along said northwesterly right-of-way line of Cahill Avenue, a distance of 42.97 feet to the point of beginning of the centerline to be described; thence South 89 degrees 25 minutes 16 seconds West a distance of 153.55 feet to a point hereinafter referred to as "POINT A"; thence continuing South 89 degrees 25 minutes 16 seconds West a distance of 6.63 feet; thence North 45 degrees 10 minutes 26 seconds West a distance of 13.37 feet and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at said northwesterly right-of-way line of Cahill Avenue.

AND

A 20.00 foot wide perpetual easement for drainage and utility purposes under, over, across, through, and upon Lot 1, KRECH'S VALLEY VIEW, according to the plat thereof on file and of record in the office of the County Recorder in and for Dakota County, Minnesota. The centerline of said easement is described as follows:

Beginning at the aforementioned "POINT A"; thence South 00 degrees 10 minutes 26 seconds East a distance of 40.20 feet and said centerline there terminating.

DRAINAGE AND UTILITY EASEMENT EXHIBIT

DRAINAGE AND UTILITY EASEMENT EXHIBIT

~for~ VINCENT DEVELOPMENT
-of- 7855 CAHILL AVENUE
INVER GROVE HEIGHTS, MN 55076

NOTE

SEE SHEET 2 OF 2 SHEETS FOR DESCRIPTIONS AND NOTES.

SHEET 1 OF 2 SHEETS

I hereby certify that this plan, survey or report was prepared by me, or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
By: *[Signature]*
Minnesota License No. 5343
Dated 28th day of February, 2022.

LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RUS# 25343
- ▨ DENOTES DRAINAGE AND UTILITY EASEMENT

GRAPHIC SCALE

NORTH

1 INCH = 50 FEET

SCALE: 1" = 50'

BEARING DATUM: County

REVISIONS

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

J.R. & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel. (651) 381-4200 Fax (651) 381-9701
www.jrands.com

Request for Council Action

SUBJECT: **Authorization to Finalize Plans & Specifications and Prepare Bid Documents for South Valley Park Redevelopment Project**

MEETING DATE: May 9, 2022

ITEM TYPE: Consent Agenda

CONTACT: Adam Lares, Parks & Recreation Director, 651.450.2587

ACTION REQUESTED

The Council is asked to authorize preparation of final plans and specifications and bid documents for the South Valley Park Redevelopment Project, encompassing Phase 1 improvements with an open-air shelter facility.

BACKGROUND

At the Council's May 2, 2022 work session, staff provided a comprehensive update regarding the South Valley Park redevelopment project, which has been the subject of planning and design work for the past several years. The update included park background, project design efforts and timeline, and fiscal impacts of the overall project. The presentation focused primarily on Phase 1 improvements and within that a comparison of the two-facility options: an open-air shelter or a fully-enclosed shelter.

The design efforts originally began when Council approved a contract with HKGI to develop plans and specifications and provide construction administration for South Valley Park redevelopment Phase I in March of 2020. The contract included professional design services towards the renovation of the approved South Valley Park Master Plan. This includes demolition of the existing building, shelter, and playground, construction of a new picnic shelter with restrooms and kitchen, a nature-themed playground, a multi-use performance space, additional parking, ADA-compliant trail system, landscaping, grading, and park amenities.

Design work on the project is 90% complete and a decision regarding what type of shelter to include is needed in order to proceed to final plans and specifications and bid documents. In January of 2022, the schematic design was revised to explore multiple options for the design of the shelter building. This was in an effort to take into consideration operating and maintenance expenses and potential revenues for an open-air shelter compared to a fully enclosed shelter. At that time, the shelter design was only for a fully enclosed shelter. As a result, the consultant provided a second facility option for an open-air shelter.

An analysis of the potential operation and maintenance expenses and the potential revenues of an open-air versus fully-enclosed shelter, determined that the open-air shelter would have a 42% increase in operation labor cost, which is the equivalent of \$40,508 in annual cost. The fully enclosed shelter would have a 122% increase in operating labor cost, which is the equivalent of \$117,260 in annual cost. After analyzing potential revenues, it was determined the open-air shelter would have an annual estimated revenue of \$14,400 and the fully enclosed shelter would have an annual estimated revenue of \$22,440. (Comparison chart below)

Facility Options	Operation and Maintenance Cost (annual)	Potential Revenue (annual)	Net Operation and Maintenance Cost minus Potential Revenue (annual)
Open-Air Shelter	\$40,508	\$14,400	\$26,108
Fully Enclosed Shelter	\$117,260	\$22,440	\$94,820
Difference	\$76,752	\$8,040	\$68,712

Additionally, the fully enclosed shelter as designed would not include air conditioning in the summer months and from the Fall through Winter it would not be designed to heat at comfortable temperatures of 65 -75 degrees for programs or rentals. It would be intended to heat at temperatures of 50-55 degrees for temporary reprieve from the elements, or staging for programs and events. Staff are exploring additional heating options for the open-air shelter with infrared heat which would allow for a heating source during the winter months. Also, the kitchen and bathrooms would be heated in the open-air shelter option.

Given this comparison, staff's recommendation to PRAC was to move forward with an open-air shelter. The PRAC agreed and unanimously voted to recommend moving forward with final design of the Phase 1 redevelopment, to include the open-air shelter.

FISCAL IMPACT

There are no additional expenses to have HKGI prepare the final plans and specifications and bid documents for this project. The originally approved contract from March of 2020 includes these services.

The project itself is currently estimated to have a construction cost of \$2.5 million. As stated earlier, staff have taken steps to reduce costs by being prepared to order materials and equipment directly and completing some work in-house to save on contractor expenses. Current funding sources for this project include the Park Capital Replacement Fund, DNR Grant Funds, Pavement Management Funds, and Sewer and Water Funds. (See revenue chart below).

Park Funding Source	Amount
Park Capital Replacement Fund (444) as of Dec. 2022	\$1,925,000
DNR Grant	\$250,000
Pavement Management Fund	\$250,000
Water & Sewer Funding	\$75,000
Total	\$2,500,000

Originally, in January of 2021, staff had indicated to Council that Park Acquisition and Development Funds (402) would be used to fund a portion of this project. Additionally, there was a brief mention at the Council's February 2022 retreat of possibly using some of the City's American Rescue Plan Act (ARPA) funds toward this project. Currently, neither of these alternative funding sources appear to be necessary. However, Council may consider utilizing either of these funding sources if needed, based on whether bids exceed the \$2.5 million cost estimate.

A final decision on the mix of funding sources is not needed until the Council awards a contract for construction.

Finally, the DNR grant that Council accepted in March of 2020 requires that the project be completed by December 2023 in order for the City to be reimbursed. In addition, the improvement project must stay in line with the project scope that the City identified within the application, which includes all improvements listed in Phase 1.

RECOMMENDATION

Staff recommends finalization of plans and specifications and preparation of bid documents for Phase 1 of the South Valley Park Redevelopment Project, with an open-air shelter facility.

At its March 2022 meeting, the Park and Recreation Advisory Commission unanimously voted to recommend the City Council move forward with the design of the open-air shelter option within Phase 1 of redevelopment.

ATTACHMENTS

1. Final CC Work Session - South Valley

South Valley Park Redevelopment Project Update

*Adam Lares, Park and Recreation Director
Brian Swoboda, Parks Superintendent
Julie Dorshak, Recreation Superintendent
Jody Rader, Landscape Architect (HKGI)*

May 2, 2022



CITY OF
INVER GROVE
HEIGHTS

PARKS AND RECREATION

www.ighmn.gov

South Valley Park

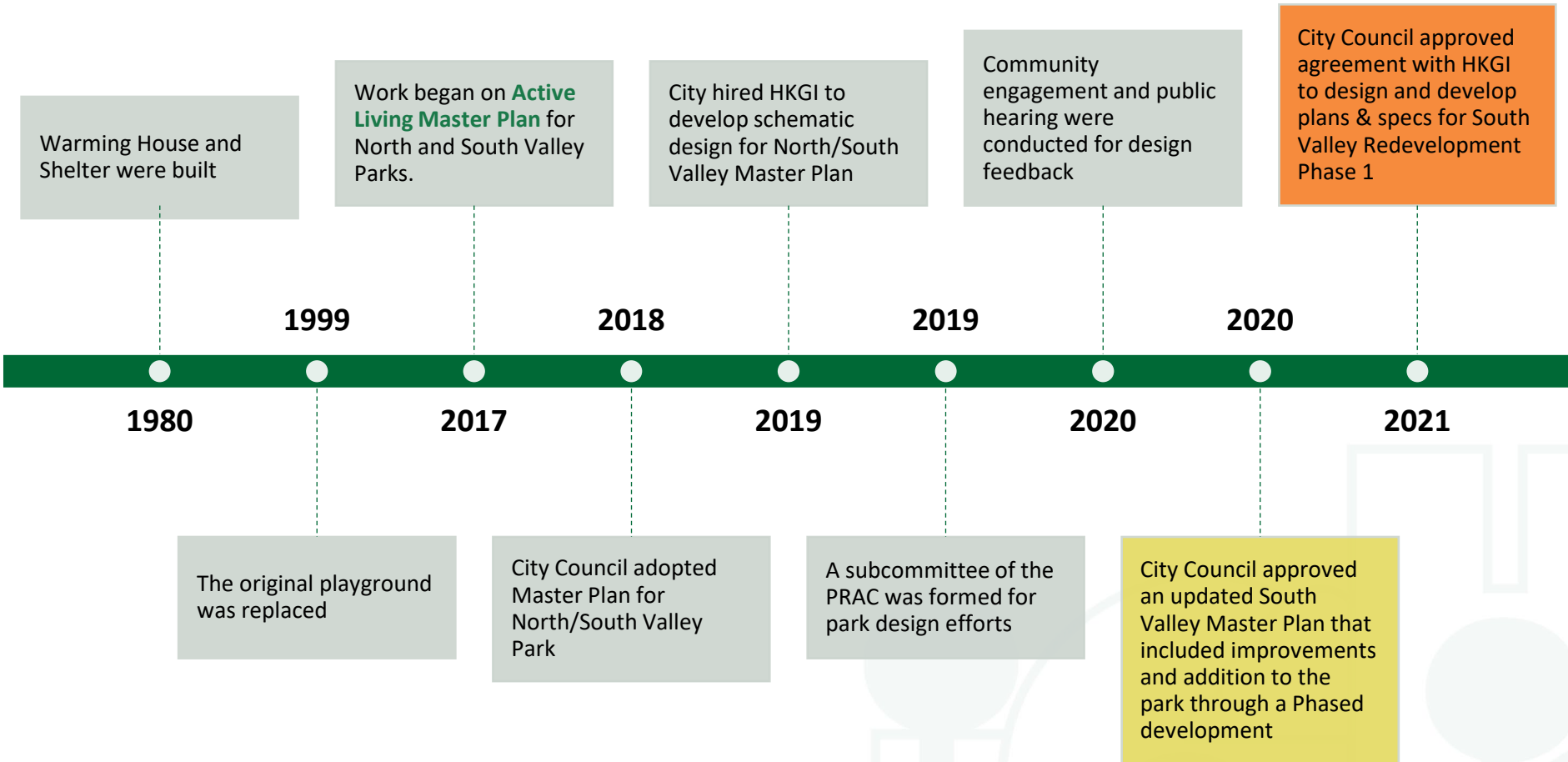
- 93-acre
- Community Park
- Centrally located
- Active & Passive recreational opportunities
- Open-air picnic shelter
- Playground
- Ball field
- Nearly 7,000 ft of trails
- Disc golf course (portion)
- Pleasure skating rink
- Sledding hill



Current State of Park



History



Phased Approach

In March of 2020, the City Council approved an updated South Valley Master Plan that included improvements or creation of space that the Park and Recreation Commission (PRAC) grouped in the following phases for redevelopment:

Phase 1: Activity Area (2021/2022) - current

- Playground
- Picnic Shelter
- Performance Area
- Parking Lot extension
- Trail connections
- Amenities associated with the new activity area

Phased Approach

Phase 2: Archery and Trail Loop (TBD)

- Natural surface trail loop
- Boardwalk connections
- Retaining wall
- Interpretive signage
- Archery range

Phase 3: Western Bluff Area (TBD)

- Community Garden
- Lookout Tower
- Trail Link

Phase 1

On January 11, 2021, Council approved a contract with HKGI to develop plans and specifications and provide construction administration for South Valley Phase 1. The contract included:

- Professional design services towards renovation
- Renovations include:
 - Demolition of the existing building, shelter, and playground
 - Construction of a new picnic shelter with restrooms and kitchen, a nature-themed playground, a multi-use performance space, additional parking, compliant ADA trail system, landscaping, grading, and park amenities.

This planning design work kicked off in April of 2021.

SOUTH VALLEY PARK DESIGN TIMELINE

SHIP ACTIVE
LIVING
CONTRACT:
HKGi

AUG 2017 Active Living Master Plan Kicks-off. HKGi works with City staff, PRAC and community to develop master plan for North and South Valley Parks.

JAN 2018 Plan completed: South Valley Park renovation is identified as a priority project.

SD AND
GRANTWRITING
CONTRACT:
HKGi W/ OERTEL

FALL 2019 HKGi (and Oertel) work with City staff to create phasing plan and Schematic Design for Phase 1

JAN 2020 Community Open House

MARCH 2020 MnDNR Outdoor Recreation Grant application submittal for Phase 1 renovation, using Schematic Design

MARCH 2021 Contract for South Valley Park Phase 1 Improvements signed between HKGi and IGH for Design Development, Construction Documents, Construction Administration

APRIL 2021 Kick-off for South Valley Park Design - Construction. Scope includes working from Schematic Design plan (2020) to proceed with Design Development, Construction Documents and Construction Admin.

MAY 2021 After initial meetings with new staff, Schematic Design is revised

JUNE - SEPT 2021 Design Development (10% - 30% Design)

SEPT - DEC 2021 Construction Documents (30% to 90% Design)

JAN 2022 - PRESENT Schematic design revised for further exploration of options for shelter design (per staff)

SPRING 2022 - SPRING 2023 Complete Construction Documents

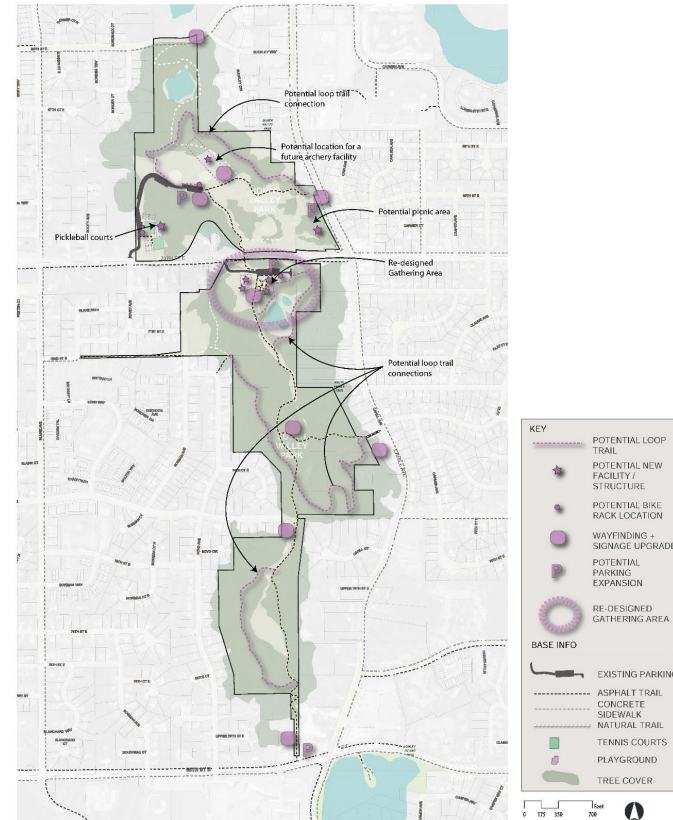
Council Authorization to Bid, Approval of CDs / Estimate of Costs

Council Approval of Bid

Construction likely Fall 2022 or Spring 2023.

CURRENT CONTRACT: HKGi W/ OERTEL +
DESIGN TREE ENGINEERING

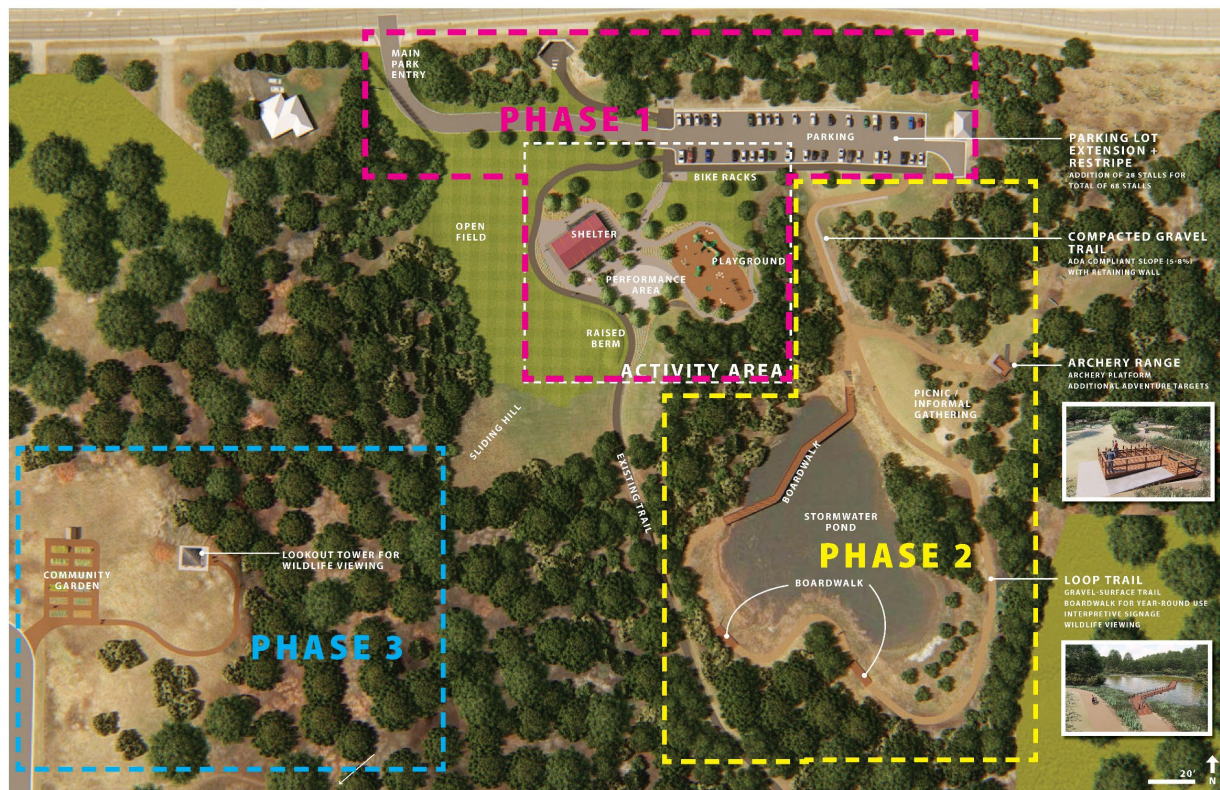
ACTIVE LIVING MASTER PLAN: SVP GATHERING SPACE REDESIGN IDENTIFIED AS A PRIORITY PROJECT



SD AND
GRANTWRITING
CONTRACT:
HKGi W/ OERTEL

- FALL 2019** HKGi (and Oertel) work with City staff to create phasing plan and Schematic Design for Phase 1
- JAN 2020** Community Open House
- MARCH 2020** MnDNR Outdoor Recreation Grant application submitted for Phase 1 renovation, using Schematic Design

CONCEPT SITE PLAN

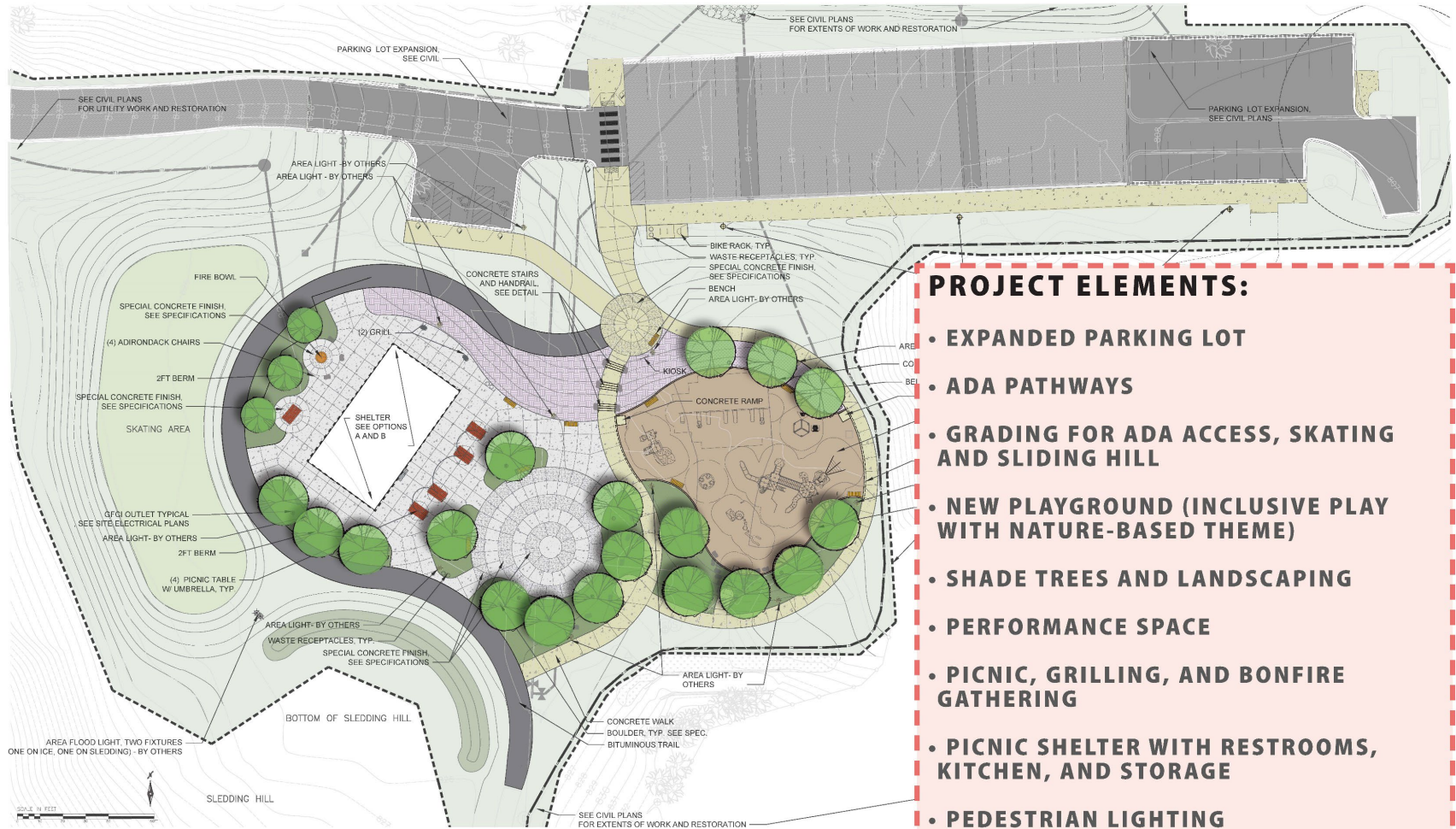


DESIGN CONSIDERATIONS

Ideas that you see presented were identified during the master planning effort in 2017 and have been further developed in the schematic design process.

- Accessibility**
finding ways to make access to new park features accessible for all ages and abilities with wide, low-slope paths and inclusive play equipment
- Natural theme**
choosing playground equipment and shelter materials that reference natural materials like wood and stone
- Space for more people and events**
expanding the size of the picnic shelter, integrating a multi-use performance space for outdoor concerts or educational events, increasing the size of the playground
- Design for many uses**
organization of the activity area with open circulation allows for families and events to use the common spaces in a variety of ways, simultaneously.

90% DESIGN



PROJECT ELEMENTS:

- EXPANDED PARKING LOT
- ADA PATHWAYS
- GRADING FOR ADA ACCESS, SKATING AND SLIDING HILL
- NEW PLAYGROUND (INCLUSIVE PLAY WITH NATURE-BASED THEME)
- SHADE TREES AND LANDSCAPING
- PERFORMANCE SPACE
- PICNIC, GRILLING, AND BONFIRE GATHERING
- PICNIC SHELTER WITH RESTROOMS, KITCHEN, AND STORAGE
- PEDESTRIAN LIGHTING
- BENCHES + BIKE RACKS
- SEWER + WATER + INTERNET UPGRADES

90% DESIGN



5-12 YEAR OLDS



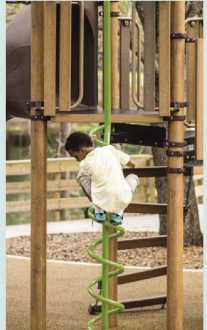
PLAYBOOSTER STRUCTURE



DISCOVERY TREE CLIMB



ADVENTURE SCAPE



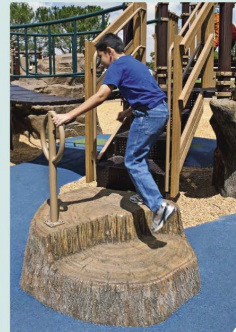
CORKSCREW CLIMBER



WOOD PLANK WIGGLE LADDER



GEOPLEX TOWER



TREE STUMP TRANSFER



SLIDE WINDER

FREE-STANDING PLAY



LOG BALANCE



OMNISPINNER



MUSHROOM JUMPER



LOG CRAWL TUNNEL

SWINGS



3-BAY SWING SET



ARCH TIRE SWING



BUCKET SEAT FOR 2-5 AND 5-12 Y.O.



2-5 YEAR OLDS



PLAYSHAPER STRUCTURE



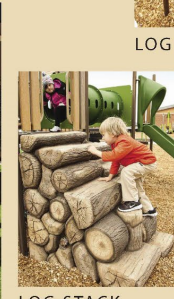
LOG STEPPER



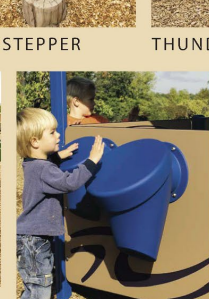
THUNDERHEAD CLIMBER



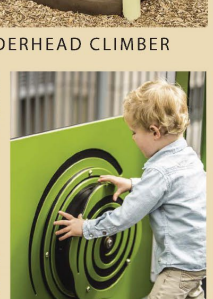
SPYROSLIDE



LOG STACK



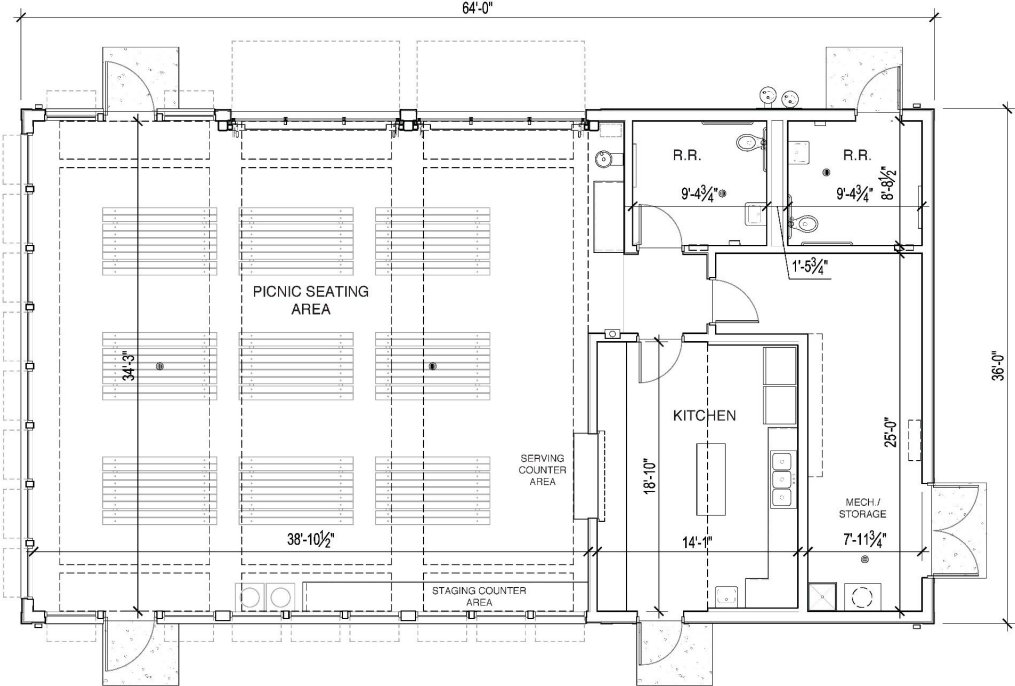
BONGO PANEL



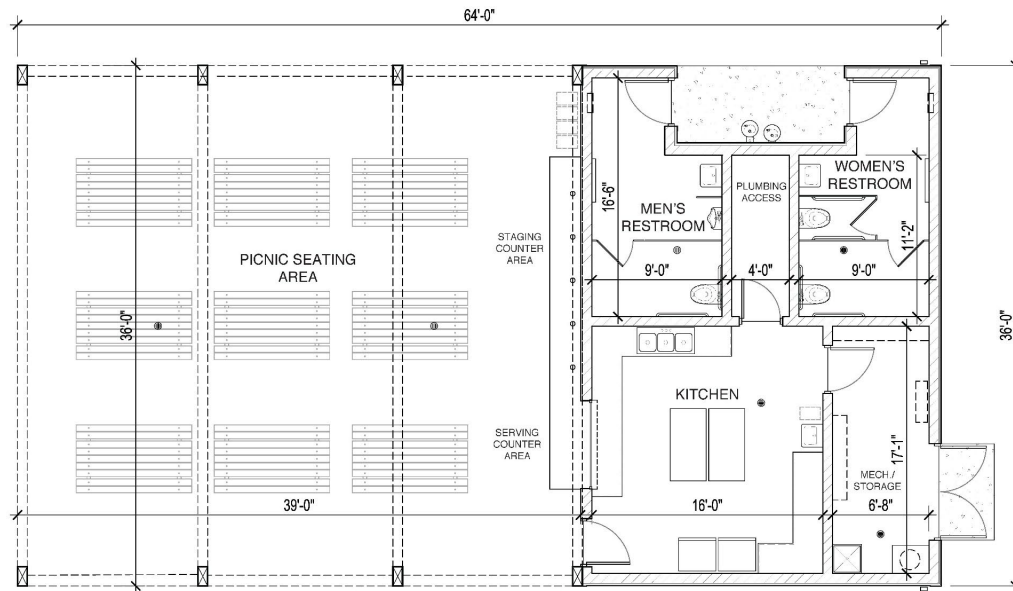
RAIN SOUND WHEEL

90% DESIGN: SHELTER OPTION A

A



B



90% DESIGN: ESTIMATE OF COSTS (CAPITAL)

Contracted Estimate		Option A	Option B
ITEM	DESCRIPTION	ESTIMATED COST	ESTIMATED COST
1	SITE PREP	\$36,000	\$36,000
2	REMOVALS	\$49,920	\$49,920
3	STORMWATER	\$86,110	\$86,110
4	WATER SERVICE	\$6,125	\$6,125
5	WELL LINE	\$116,200	\$116,200
6	SANITARY SEWER	\$51,720	\$51,720
7	SITE ELECTRICAL	\$24,000	\$24,000
8	EARTHWORKS	\$72,000	\$72,000
9	PAVEMENTS	\$270,279	\$270,279
10	MISC PLAYGROUND WORK	\$15,000	\$15,000
11	LANDSCAPING	\$89,140	\$89,140
12	SHELTER	\$745,000	\$655,000
13	CONTRACTED SUBTOTAL	\$1,561,494	\$1,471,494
14	MOBILIZATION (8%)	\$124,919	\$117,719
15	SPECIAL INSPECTIONS/SAC FEES	\$22,950	\$22,950
16	CONTINGENCY (10%)	\$156,149	\$147,149
17	CONTRACTED TOTAL	\$1,865,513	\$1,759,313

← **A/B
COST DIFFERENCE**

City/Direct Purchases Estimate		Option A	Option B
ITEM	DESCRIPTION	ESTIMATED COST	ESTIMATED COST
18	DESIGN/ENGINEERING (CONTRACT)	\$268,000	\$268,000
19	PLAYGROUND EQUIPMENT	\$221,700	\$221,700
20	SITE FURNISHINGS (ALLOWANCE)	\$74,600	\$74,600
21	SITE LIGHTING (XCEL PROGRAM)	\$80,000	\$80,000
22	FIBER OPTIC/SECURITY UPGRADES	\$95,000	\$95,000
23	CITY DIRECT PURCHASE TOTAL	\$739,300	\$739,300

Project Totals		Option A	Option B
24	CONTRACTED TOTAL	\$1,865,513	\$1,759,313
25	CITY DIRECT PURCHASE TOTAL	\$739,300	\$739,300
26	PROJECT TOTAL	\$2,604,813	\$2,498,613

Operating Cost Comparison - Weekly

Facility A - Enclosed

- An increase of 55 more hours of labor
- 122% increase in operating labor cost
- Equivalent of **\$117,260** annual cost

Facility B - Open Air

- An increase of 19 more hours of labor
- 42% increase in operation labor cost
- Equivalent of **\$40,508** annual cost

Hours do not reflect

FTE vs. Seasonal Hours

Additional cleaning supplies and materials

Equipment increases or decreases

Utility increases

Task	Current	Enclosed	Open Air	Differences
Mowing/Trimming	3	4	4	1/1
Trash-Week days	3	5	5	2/2
Shelter Cleaning	4	8	6	4/2
Weekend Cleaning	8	12	10	4/2
Pressure Washing Concrete	2	6	4	4/2
Window Cleaning	0	2	0	2/0
Landscape Maint.	2	3	3	1/1
Playground Inspection/Maint.	2	3	3	1/1
Vandalism	1	3	2	2/1
Plowing Lot/Trails	4	6	6	2/2
Clean/Flood Rink	10	10	10	0/0
Shelter Cleaning	4	8	6	4/2
Fire Pit	0	1	1	1/1
Warming House Attendant	0	20	0	20/0
Heat/Electric Cost	\$60.00	\$75.00 - 20%	\$69.00 -15%	15/9
Trash	2	6	4	4/2
Floor Mats	0	3	0	3/0
Total Hours	45	100	64	55/19

Facility Revenue Projection Comparison

Amenities	Timeline	Pricing		Potential Revenue
Current Open-Air Shelter	4 hours- resident	\$70/block	24 weeks x avg 3.5 rentals per week (84 rentals x \$80/rental)	\$6,720
	4 hours- non-resident	\$90/block		
Proposed Open-Air Shelter	4 hours- resident	\$140/block	24 weeks x avg 4 rentals per week x \$150/rental	\$14,400
	4 hours- non-resident	\$170/block		
Proposed Enclosed Shelter	4 hours- resident	\$160/block	24 weeks x avg 4 rentals per week x \$170/rental	\$16,320
	4 hours- non-resident	\$190/block		
	Late fall - Winter	\$170/block	12 weeks x 2 rentals/wk x \$170/rental	\$6,120
				\$22,440

Recreation Programs and Community Events

Spring/Summer

- Earth Day Event
- Terrific Tuesdays
- Movies in the Park
- Nature Camps and Programs
- Increased Special Events – evening music for all ages

Fall and Winter

- Holiday Events
- Nature Camps and Programs
- Snowshoeing Classes
- Winter Celebration – Sliding/Ice Skating Party

Opportunity for General Community Use

General use for families to have picnics, or visit playground during the week
Shelter rental for exclusive use



Facility Options

- During a work session in March of 2022, staff presented to the PRAC subcommittee a comparison of the facilities estimated operating and maintenance expenses and potential revenues.
- At the full PRAC's March 2022 meeting, staff presented the two shelters options and provided a staff recommendation to move forward with the open-air shelter option. The PRAC agreed and unanimously voted to recommend to the City Council to move forward with final design of the **open-air shelter** option.

Funding

At the City Council meeting on January 11, 2021, staff provided an update and review of the South Valley Master Plan. Staff presented a Phase I estimated project cost of \$2.3 million which was to be funded from:

- Park Acquisition and Development Fund (Fund 402)
- MN DNR Grant
- Park Capital Replacement Fund (Fund 444)
- Pavement Management Fund
- Water and Sewer funding

DNR Grant

- March of 2020, the City Council approved submittal of a Minnesota DNR Grant to provide funding for a portion of the construction costs for Phase 1 improvements.
- The grant request was successful, and the City was awarded \$250,000 towards the construction of Phase 1.
- The grant requires a 1:1 non-state match and expires in December of 2023. In addition, the improvement project must stay in line with the project scope that the City identified within the application, which includes all improvements listed in Phase I.

Funding

- Since that presentation, through the design development process and construction inflation, the estimated construction cost has increased to **\$2.5 million**.
- Staff have taken steps to reduce the overall cost of construction by being prepared to order materials and equipment directly through vendors and will be completing some work in-house to save on contractor expenses.

Current Funding Sources

Park Funding Source	Amount
Park Capital Replacement Fund (444) as of 12/31/22	\$1,925,000
DNR Grant	\$250,000
Pavement Management Fund	\$250,000
Water and Sewer Funding	\$75,000
Total	\$2,500,000

At Council's January 2021 meeting, staff had indicated to the City Council that the Park Acquisition and Development Fund (402) also be used to fund a portion of this project.

Additionally, there was a brief mention at the Council's February 2022 retreat of possibly using some of the City's American Rescue Plan Act (ARPA) funds toward this project.

At this time, neither are necessary, however, Council may consider utilizing either of these alternative funding sources if needed based on whether bids exceed the \$2.5 million cost estimate.

Moving Forward

With Council's support, staff will bring forward an agenda item at a future regular meeting of the Council to seek formal authorization to finalize plans and specifications and prepare bid documents.



CITY ADMINISTRATION

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2500

COMMUNITY DEVELOPMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2545

FINANCE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2519

FIRE DEPARTMENT

9200 Courthouse Boulevard
Inver Grove Heights, MN 55077
651-455-5082

PARKS & RECREATION

8055 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2585

POLICE DEPARTMENT

8150 Barbara Avenue
Inver Grove Heights, MN 55077
651-450-2525

PUBLIC WORKS DEPARTMENT

8168 Barbara Avenue
Inver Grove Heights, MN 55077
ENGINEERING: 651-450-2570
STREETS & UTILITIES: 651-450-4309

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GreenStep Cities



Request for Council Action

SUBJECT: **Variance for Accessory Structure, 9117 Courthouse Blvd. Ct.**

MEETING DATE: May 9, 2022

ITEM TYPE: Regular Business

CONTACT: Heather Botten, Associate Planner, 651.450.2569

ACTION REQUESTED

The Council is asked to consider a variance to exceed the maximum square footage of an accessory structure on the property located at 9117 Courthouse Blvd. Ct. (Lethert, Case No. 22-17V)

BACKGROUND

The request is for a variance to construct a detached accessory structure of 1,800 square feet in size. The applicants have stated the additional structure is needed to store their own personal items. The accessory building would be in compliance with zoning code requirements such as exterior building materials, setbacks, number of accessory structures, and impervious surface standards, but it would exceed the total allowable square footage for accessory structures.

The applicant's property is 7.27 acres in size. The lot consists of a single-family home with an attached garage and a 7,000 +/- square foot detached accessory structure that was a former agricultural building. In 1973, the building was converted to an indoor ice-skating rink with a dressing room. As a result, the size of the existing accessory structure is "grandfathered" in under current code. However, allowing the construction of an additional structure would further exceed the allowable square footage for these types of buildings.

Rural residential properties, greater than five acres in size, are allowed a maximum of two detached accessory buildings up to 2,400 **gross** square feet. The zoning code does not have exceptions for accessory structures that are used for recreational purposes, such as skating rinks. Therefore, the existing structure is counted towards the total size and number allowed on the property.

The City Council has reviewed and modified the accessory structure requirements over the years, most recently increasing the size allowance on lots 3.4 - 5 acres in size, but have not increased the size allotment on lots larger than five acres. Staff considers the direction for the City to limit size of accessory structures to control the massing, bulk and over developing of lots with accessory buildings. Staff believes the request for an additional accessory building to be a convenience to the applicant and not necessary for overcoming a practical difficulty.

FISCAL IMPACT

Not applicable

RECOMMENDATION

Planning staff: Staff recommends denial of the variance request. Approval could set a precedent for other requests to exceed the maximum square footage of accessory buildings allowed on a property. Staff believes the facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance.

Planning Commission: At the April 19, 2022 public hearing, the applicant was present. No neighbors testified at the hearing. On a 7-2 vote, the Planning Commission recommended denial of the request based on the current code language and the lack of practical difficulty on the lot to support granting a variance.

The Commission also suggested the Council consider reviewing the accessory structure ordinance relating to the maximum size allowed on lots greater than five acres and apply the same size ratio as what was recently done for lots 3.4 - 5 acres in size. However, even if such an amendment were made to the code, it would not change the outcome for this particular request, given the overall size of the existing ("grandfathered") accessory structure.

ATTACHMENTS

1. Resolution
2. Staff Report

Denial variance

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO EXCEED THE 2,400 MAXIMUM GROSS SQUARE FEET ALLOWED FOR ACCESSORY STRUCTURES ON LOTS GREATER THAN FIVE ACRES

CASE NO. 22-17V
Lethert

Property located at 9177 Courthouse Blvd. Ct. and legally described as follows:

PT OF SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ COM SW COR E ON S LINE 513 FT TO BEG N 10D51M42S W 395.92 FT N 3D44M24S W 179.83 FT N 68D1M E 22.28 FT N 2D43M26S E 73.62 FT S 87D59M29 E 281.55 FT N 20D8M E 124.37 FT S48D59M20S E 222.22 FT S 2D40M16S W 626 FT TO S LINE OF SAID SW $\frac{1}{4}$ OF NE $\frac{1}{4}$ THENCE W ON SAID S LINE 400.78 FT TO BEG, SECTION 21, TOWNSHIP 27, RANGE 22, DAKOTA COUNTY, MN

WHEREAS, the applicant is requesting a variance to construct an accessory building that the gross square footage of detached structures on the property would exceed 2,400 square feet;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on April 19, 2022 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. Denying the variance request does not preclude the applicant from reasonable use of the residential property as the site has an attached garage and a 7,000 +/- square foot detached building.
2. The City limits the size of structures to control the massing, bulk and over developing of lots with accessory buildings. Approval of the variance could set a precedent for the size of accessory buildings allowed on residential property.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a size variance. Allowing additional gross square footage of accessory structure space appears to be a convenience to the landowner and not dictated by unique circumstances of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a detached structure where the gross square footage of accessory buildings on the property would be greater than 2,400 square feet is hereby denied.

Adopted by the City Council of Inver Grove Heights this 9th day of May, 2022.

Tom Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO.: 22-17V

APPLICANT & PROPERTY OWNER: William & Robyn Lethert

REQUEST: Variance to exceed the maximum accessory structure square footage allowed on the property.

LOCATION: 9177 Courthouse Blvd. Ct.

HEARING DATE: April 19, 2022

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate Residential

PREPARED BY: Heather Botten
Associate Planner

SPECIFIC REQUEST

The applicant is requesting the following:

- A **variance** to allow an accessory structure 1,800 square feet in size that would exceed the maximum allowed **gross** square footage allowed on the property.

BACKGROUND

The applicant's property is 7.27 acres in size. The lot consists of a single-family home with an attached garage and a 7,000 +/- square foot detached accessory structure that was a former agricultural building, converted to an indoor ice-skating rink with a dressing room/warming area in 1973.

The applicant is requesting a variance to construct a detached accessory structure 1,800 square feet in size. Rural residential property, greater than five acres in size, would be allowed a maximum of two detached accessory buildings up to 2,400 **gross** square feet total. The existing detached structure was originally built as a horse barn that has been converted to non-agricultural uses. The zoning code does not have exceptions for accessory structures that are used for recreational uses, it would still be counted towards the total allowed on the property.

The applicants have stated that the additional structure is needed to store their own personal items. The accessory building would be in compliance with other zoning code requirements such as setbacks and impervious surface standards.

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the property:

Single family residential; zoned E-1, Estate Residential; guided RDR, Rural Density Residential

Engineering. Engineering has reviewed the request and takes no exception to the variance. Engineering has made recommendations on conditions that are included in the list of approval conditions at the end of the report.

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The City recognizes that within the large lot rural residential portions of the city, larger accessory structures can be appropriate. The regulations on gross square footage and total number of accessory buildings were designed to limit the massing of structures in the rural areas of the city. The City Council has reviewed and modified the allowed size and number of accessory structures over the years, most recently increasing the size allowance on lots 3.4 acres - 5 acres in size. Staff does not believe the variance to allow additional square footage to be consistent with, or in harmony with the zoning ordinance.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The proposed structure would be located in the middle of the applicant's property, complying with setback requirements. There is an attached garage to the house and an existing 7,000 square foot accessory building on the property. Staff believes the additional accessory structure square footage to be contrary to the intent of the zoning ordinance and may set a precedent for other accessory buildings on large lot residential property.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is 7.27 acres in size. Based on lot size and zoning the property is allowed two detached accessory buildings up to 2,400 gross square feet in size. The request for an additional square footage may be considered a convenience to the applicant, not a practical difficulty.

4. *The variance will not alter the essential character of the locality.*

The properties surrounding the applicants range from 2.5 - 5 acres in size. Due to the layout of the neighboring homes and size of surrounding lots, constructing the building over 50 feet from all property lines and about 200 feet from the closest neighboring home, the structure does not appear to alter the character of the neighborhood.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for the request.

ALTERNATIVES

A. Approval: If the Planning Commission finds the requests to be acceptable, the Commission should recommend approval of the request(s) with at least the following conditions:

- Approval of a **variance** to allow an accessory structure 1,800 square feet in size that would exceed the maximum allowed **gross** square footage allowed on the property subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or home occupations.
 3. A grading/erosion control plan shall be required at the time of the building permit application.
 4. The applicant shall meet the conditions outlined in the City Engineers review memo and any subsequent correspondence.

Practical difficulty: To be stated

B. Denial. If the Planning Commission does not favor the proposed request(s), it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for other accessory building size variances on large lot residential property.
3. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. The lot size is over 5 acres in size, there is an attached garage and are allowed a maximum of two accessory structures up to 2,400 gross square feet total in size.

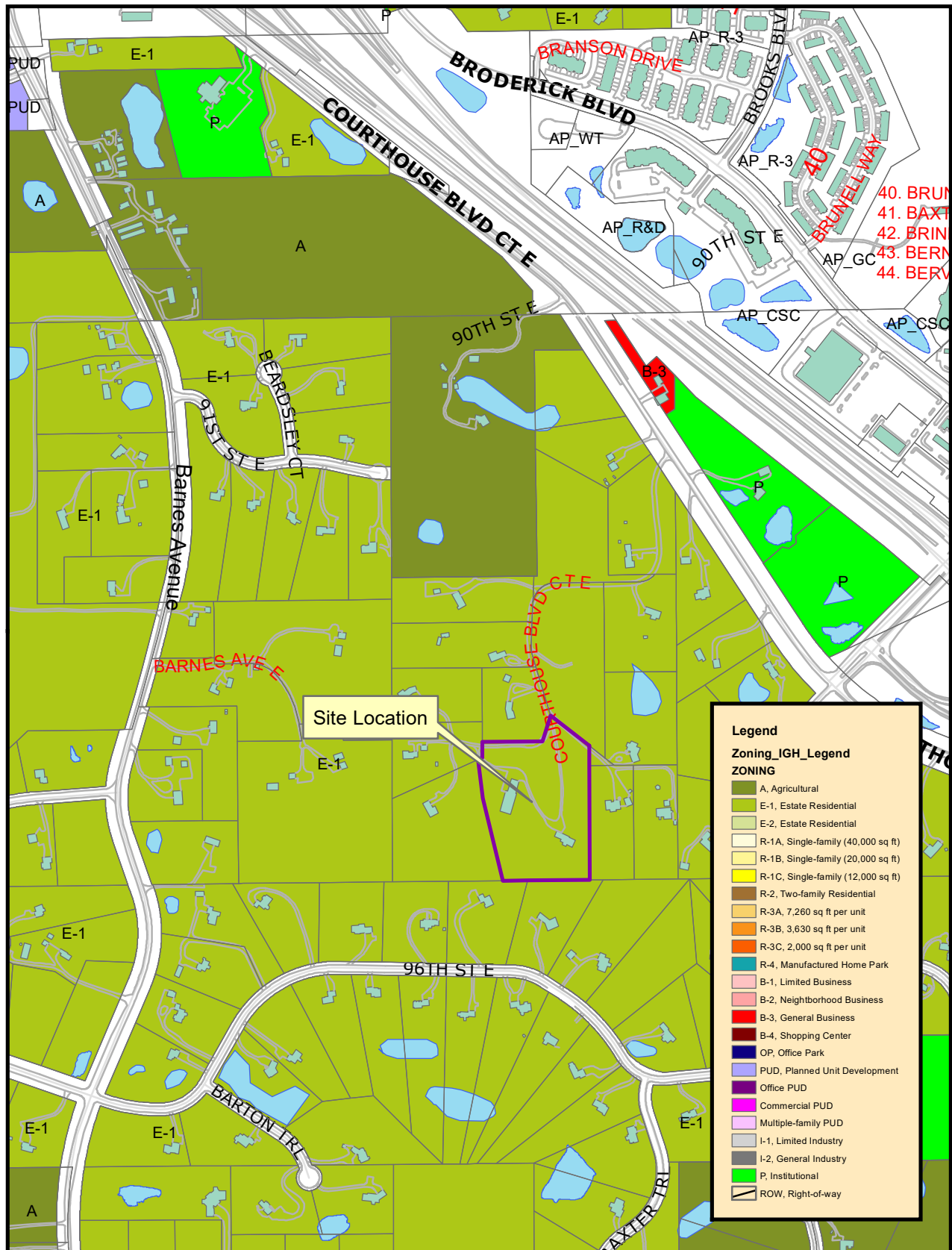
RECOMMENDATION

Based on the information in the preceding report and the reasons listed in Alternative B, staff does not believe there is sufficient rationale to support the variance criteria and therefore recommends denial of the variance request as proposed.

Attachments: Exhibit A -Zoning and Location Map
Exhibit B -Narrative
Exhibit C - Site Plan
Exhibit D - Building Elevation



9177 Courthouse Blvd. Ct. Case No. 22-17V



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

Request for Variance

We are requesting a variance from the city code to build a ~~30~~20x60 garage to house equipment we own. Boat/4 wheelers/skid steer/Zamboni.

The property has been in my family for 48 years. There is a current building that is a skating rink and Dressing room/warming area on property. City code says I need a variance due to the size of a former agricultural building that exists on the property. Which in 1973 was converted to a skating rink. In fact the 'rink' was the only "indoor" ice Inver Grove Heights had until the bubble was built in 1983. That pole building was built in the 1960's and was in rough shape until 2020 when it was fixed up and painted.

The property of 7.27 Acres plus the adjacent property give us approx. 10 acres. This property is at the end of a private road and has no sight paths from anywhere as it is densely forested all the way around.

The small garage we are looking to build will have no water etc..... It is just a garage.

This building will not be able to be seen from anywhere or anyone unless on the property itself. We would like to build it between the existing building and the house.

This property is the Fireside Arabian Ranch, which like stated has been here since the 1960's. Instead of having equipment and boats etc... strewn about the property we request a variance to build a garage to hold this stuff.

We think this is a reasonable use of our land that effects NO ONE except us and can not even be seen by anyone else ever.

This variance is not detrimental to public welfare or the neighborhood in which it is located.

This variance does not affect the supply of light and air to adjacent properties.

This is in Keeping with the City code and Comprehensive Plan.

Thx

Bill Lethert





Proposed 1,800 square foot accessory building

Request for Council Action

SUBJECT: **First Reading of Ordinance Restricting Truck and Refrigeration Unit Idling In or Adjacent to Residential Zones**

MEETING DATE: May 9, 2022

ITEM TYPE: Regular Business

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to consider a first reading of the attached ordinance, regulating truck and refrigeration unit idling in certain areas.

BACKGROUND

Concerns have arisen again regarding the lengthy idling of certain commercial motor vehicles (trucks) and the transportation refrigeration units (TRUs) on a commercially-zoned property located adjacent to a residential neighborhood. While the City has existing ordinance language prohibiting certain nuisances and excessive noise, the specific language of those ordinances has not provided police or code enforcement officials with the necessary tools to address these neighborhood complaints.

In order to address the concerns raised by a number of neighbors regarding the noise generated by the lengthy idling of trucks and TRUs, especially during nighttime hours, staff recommend the Council consider the first reading of an ordinance that would limit the idling of commercial motor vehicles and TRUs on property located within or adjacent to residentially-zoned parcels.

The proposed ordinance would limit idling to no more than 15 minutes, unless the idling is allowed under one of the listed exceptions. Examples of suggested exceptions include trucks stuck in traffic or actively loading or unloading cargo, and the idling of public safety and construction vehicles.

FISCAL IMPACT

n/a

RECOMMENDATION

Staff recommends approval of the first reading of the attached ordinance.

ATTACHMENTS

1. Idling Ordinance (First Reading 5.09.2022)

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
ORDINANCE NO. _____
AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 6,
ADDING CHAPTER 6 RESTRICTING CERTAIN VEHICLE IDLING**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Inver Grove Heights City Code Title 6 is hereby amended to add Chapter 6 which reads as follows:

6-6-1 Vehicle Idling Prohibited

A. Purpose: The purpose of this section is to protect the public health by reducing vehicular emissions and noise pollution near residential areas.

B. Applicability: The provisions of this Chapter shall apply to all diesel powered commercial motor vehicles, as that term is defined in 49 Code of Federal Regulations (CFR) Part 390.5T, which are designed to operate on highways and also to transportation refrigeration units (TRUs), defined as a climate control device that allows a trailer to be heated or cooled while the engine of the truck is shut off, and which is powered by diesel internal combustion engines or electricity.

C. General Restrictions: No owner or operator of a commercial motor vehicle shall cause or permit the commercial motor vehicle or TRU to idle for more than fifteen (15) minutes in any sixty (60) minute period, except as permitted in Section D, within 300 feet of any property located within a residential zoning district or anywhere within a residential zoning district. No property owner or person in possession and control of real property shall allow or permit a commercial motor vehicle or TRU to idle on property owned or under the person's possession or control in violation of this section. For purposes of this section, idling means the running of the engine of a commercial motor vehicle or transportation refrigeration unit when the commercial motor vehicle or container housing the TRU is not moving.

D. Exemptions: Section 6-6-1(C) does not apply to the following situations:

1. A vehicle or TRU idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
2. A police, fire, ambulance, public safety, military, other emergency or law enforcement vehicle, or any vehicle being used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
3. The primary propulsion engine or TRU idles for maintenance, servicing, repairing, or diagnostic purposes if idling is required for such activity.

4. A vehicle or TRU idles as part of a state or federal inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
5. An armored vehicle idles when a person remains inside the vehicle to guard the contents, or while the vehicle is being loaded or unloaded.
6. A passenger bus idles a maximum of fifteen (15) minutes in any sixty-minute period to maintain passenger comfort while non-driver passengers are onboard.
7. A vehicle or TRU idles for no more than fifteen (15) minutes in any sixty (60) minute period when the temperature is below zero in order to operate heaters or defrosters.
8. A vehicle or TRU idles due to mechanical difficulties over which the driver has no control; an officer or inspector enforcing this chapter may require that the owner or operator of the vehicle submit repair documentation or receipt within a specified number of days in order for this conditional exemption to apply.
9. A vehicle or TRU idles during active loading or unloading of cargo from the vehicle or a trailer attached to the vehicle.
10. A vehicle in active use on a construction site, provided that such vehicle idling does not violate any other provision of the City Code.

E. Penalties. Violations of the provisions of this chapter shall be punishable as a criminal offense under Section 1-4-1(A). This chapter may also be enforced by injunction, abatement, mandamus, or any other appropriate remedy in any court of competent jurisdiction.

Section Two. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the _____ day of _____, 2022.

CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk