



Inver Grove Heights City Council

Monday, February 28, 2022, at 6:00 p.m.

8150 Barbara Avenue, Inver Grove Heights, MN 55077

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 7. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@ighmn.gov) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, February 28, 2022, will be provided to the Council at or before the February 28, 2022 meeting.

Notice is hereby given that Council member Dietrich will be participating in the February 28, 2022 City Council meeting remotely at the following public location: 301 Capitol St, Grapevine, TX 76051. Members of the public may monitor the meeting remotely by watching a livestream on <https://www.townsquare.tv/webstreaming>

1. Call to Order

2. Roll Call

3. Consent Agenda

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

- A. i. Minutes from the January 24, 2022, City Council meeting
ii. Minutes from the February 7, 2022, City Council Special meeting
iii. Minutes from the February 7, 2022 City Council work session
- B. Resolution approving disbursements for period ending February 22,2022
- C. Approve personnel actions
- D. Resolution to approve 2021 budget carryovers
- E. Resolution to approve project funding and fund closures - Local Improvement Fund
- F. Resolution to elect the ARPA standard allowances for revenue loss
- G. Authorize golf course purchase and budget amendment
- H. Resolution awarding contract to Danner, Inc. for City Project No. 2016-09F - Carleda Way Area Reconstruction and City Project No. 2021-16 - Cahill Trunk Drainage Improvements
- I. Resolution awarding proposal to American Engineering Testing for geotechnical services associated with City Project No. 2016-09F - Carleda Way area reconstruction and City Project No. 2021-16 - Cahill trunk drainage improvements
- J. Resolution to accept proposal from Keys Well Drilling Company and enter into a contract for well pump no. 7 reconditioning
- K. Resolution approving a development contract and related agreements for South Grove Townhomes 2nd Addition
- L. Changes to Finance department staffing.

4. Presentations

- A. Swearing in of new Fulltime Firefighters and Lieutenants

5. Public Hearing

- A. Public Hearing to consider resolution ordering project and authorizing preparation of plans and specifications for the 2022 Pavement Management Program, City Project No. 2022-09G - Albano Trail & Albright Court rehabilitation

6. Regular

- A. Consider the following actions for 5280 South Robert Trail (applicant Haunt Armada).
 1. First reading on an ordinance amendment to change the definition of Recreation Center
 2. A resolution approving a conditional use permit to allow a recreation center use to be operated out of the Salem Square shopping center
- B. Consider the following actions for property located in the northwest quadrant of Hwy 3 and 70th Street (applicant At Home Apartments)
 1. A resolution approving a Comprehensive Plan Amendment to change Lot 1, Block 2 from HDR (High Density Residential) to MDR (Medium Density Residential)
 2. An ordinance rezoning Lot 1, Block 1 and Lot 1, Block 2 from A (Agricultural District) to R-3B/PUD (Multiple Family Residential Planned Unit Development District)
 3. A resolution relating to a preliminary plat for a three lot, four outlot plat and preliminary PUD development plan for a 253-unit residential development over Lot 1, Block 1 and Lot 1, Block 2 to be known as At Home Apartments
- C. Consider resolution receiving feasibility report and scheduling a public hearing for City Project No. 2022-09K - Akron Avenue and 50th Street Rehabilitation
- D. Consider resolution to approve closing Fire Station No. 2 projects
- E. Consider third reading of Ordinance No. 1424, an ordinance amending City Code Title 7, Chapter 3, related to public rights of way management & consider approval of Resolution authorizing publication of summary of Ordinance No. 1424 (small cell)
- F. Consider first reading of ordinance amending certain park dedication fees & set public hearing
- G. Request for contribution to Dakota County Parks Unity Trail Project
- H. Consider approval of rental housing licenses (12)

7. Public Comment

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

8. Mayor and Council Comments

9. Adjourn

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 24, 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, January 24, 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: Dietrich, Murphy, Gliva, Piekarski Krech; City Administrator Wilson, City Attorney McCauley Nason, City Clerk Kiernan, Civil Engineer Moser, Assistant City Engineer Dodge, Community Development Director Rand, City Planner Hunting, Parks and Recreation Director Lares, and Public Works Director Connolly.

Also Present:

3. PRESENTATIONS:

4. CONSENT AGENDA:

A. Minutes from the December 13, 2021, City Council meeting.

B. Resolution 2022-012 approving disbursements for period ending January 18, 2022.

C. Approve personnel actions.

D. Resolution 2022-013 approving the submission of the City's Minnesota Pay Equity Implementation Report for the year ending 12/31/2021.

E. Resolution 2022-014 closing Heritage Village Park Projects 1622 and 1707.

F. Resolution 2022-015 closing the recreation fund and transferring residual balances to the general fund and parks capital replacement fund.

G. Authorization to enter into contract for 2022 Lobbying Services.

H. Resolution 2022-016 approving amended and restated joint and cooperative agreement for the Municipal Legislative Commission.

I. Approve individual massage therapist at Inver Grove Chiropractic - Nicholas Strand.

J. Approve proposal with US Aquatics for the replacement of the pool filtration, pumps, and chemical feed systems.

K. Resolution 2022-017 approving Union Pacific Railroad Company reimbursement agreements for preliminary engineering services for City Project No. 2016-17 - 117th Street Reconstruction.

L. Approve custom grading agreement and storm water facilities maintenance agreement for 9178 Dalton Ct.

M. Resolution 2022-018 to authorize and accept 2021 donations and sponsorships to the Parks and Recreation Department.

N. Approve portable toilet contract.

O. Approve Legal Service Agreement - Landfill Matters.

Councilmember Dietrich requested pulling Agenda Item 4O.

Motion by Murphy, second by Gliva, to approve the Consent Agenda with the exception of Agenda Item 4O.

Ayes: 5

Nays: 0 Motion carried.

Agenda Item 4O. Approve Legal Service Agreement - Landfill Matters.

City Attorney Bridget McCauley Nason stated this proposed Consent Agenda Item is related to specialized landfill matters that the City is recommended to engage with outside Council on at this time regarding potential landfill related issues.

Councilmember Dietrich said she is extremely concerned with the cost that could be incurred with this. She asked how they got into this situation.

City Attorney McCauley Nason responded the proposed Legal Services Agreement is with the Greene Espel Law Firm. The Firm provides a number of specialized litigation and other services. They are often appointed as the League's Insurance Counsel, in those types of situations in which the League is serving to indemnify cities. In this case, the Greene Espel Law Firm has assisted the city in the past when there were issues that arose with respect to the Dawn Way Frattalone Landfill related to the Host Community Agreement and NCUC issues. She said the Firm successfully assisted the city with mediation in a matter which resulted in an Amendment to the Host Community Agreement and Non-Conforming Use Certificate. At this point the city is in a position where it is recommended their expertise in these contractual landfill issues could benefit from having that Law Firm involved as the city moves into implementation of new Host Community Agreement terms based on the issuance of Certificate of Need by the MPCA.

Councilmember Dietrich said she does not doubt they could do a good job, she was surprised to not see a competing bid because of the potential cost of this. She asked if there was a competing bid. City Attorney McCauley Nason replied there is not a competing bid. They were the only Law Firm approached on this issue based on their expertise in dealing with litigation, contractual issues, and with the city's Host Community Agreements and Landfills. She said her understanding was they are the only Law Firm that has assisted the city in the recent past with these types of issues.

Motion by Piekarski Krech, second by Bartholomew, to approve Agenda Item 4O. Approve Legal Service Agreement - Landfill Matters.

Ayes: 5

Nays: 0 Motion carried.

To note: (Mayor Bartholomew asked the City Attorney if the Mayor was allowed to second the Motion. City Attorney McCauley Nason responded in the affirmative).

5. PUBLIC HEARING:

A. Public Hearing to Consider Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for the 2022 Pavement Management Program, City Project No. 2022-09E - Alison Way Area Rehabilitation. Resolution 2022-019

Civil Engineer Jake Moser gave the following presentation for City Project 2022-09E, Alison Way Area Street Rehabilitation Public Improvement Hearing.

Project Background:

- Single Family Home Development located in the southwest corner of the city, north of Cliff Road, east of Highway 3/Robert Trail.
 - Platted as Southern Lakes
 - 242 Homes
- Includes 5.0 lane-miles of urban street with curb.
 - Constructed from 1998-2000

- Past Maintenance:
 - Sealcoat in 2014
 - Miscellaneous patching

Project Progress:

- Initiated by the City Council through the Pavement Management Initiative
- Council ordered a Feasibility Report in October 2021
- Staff hosted virtual and in-person open houses to share feasibility findings with residents in early December
- Council received the Feasibility Report on December 13, 2021
- Staff hosted another virtual information meeting with residents in January
 - Staff shared a proposed schedule update: Holding the Assessment Hearing after construction. The Feasibility Report initially proposed it prior to construction

Feasibility Recommendations:

- 2" Mill & Overlay
 - Grind and replace the upper 2" of pavement
 - Additional 2" corrective milling as needed
- Spot curb replacement
 - Limited to structural failing curb, not just hairline cracks or aesthetic issues
- Minor utility improvements
 - Storm drain and manhole adjustments

Project Cost/Budget: Total Project Costs:

- Streets: \$1,156,000
- Sanitary Sewer and Watermain: \$160,000
- Storm Sewer: \$192,000
- Total Estimated Project Cost: \$1,508,000

Total Project Funding:

- Pavement Management Fund: \$232,000
- Water and Sewer Funds: \$160,000
- Stormwater Utility Fund: \$38,000
- Special Assessments: \$1,078,000
- Total: \$1,508,000

A slide of the project area was shown with the assessable properties and streets. There is a portion of Alicia Circle that goes into Eagan. Eagan overlaid that portion of the street two years ago; it will not be included in this project. The map shows the 242 single family properties on the assessment roll, including two city owned properties.

Special Assessments:

- Per City Policy, 80% of street and storm costs are assessed to benefitting properties.
- Single family lots are assessed on a uniform per parcel basis. All properties pay the same proposed assessment.
- A Special Benefit Analysis was performed by an Independent Appraiser.
 - \$9,600.00 Special Benefit Cap per single family residence.
- 242 single family lots are included on the preliminary roll.
- Proposed Assessment is \$4,207.33.
- Recommended 5-year term.

Revised Project Schedule:

- January 24, 2022. Council is being asked to consider ordering the Improvement Hearing and ordering the Plans and Specifications.
- If approved, final plans would be prepared and approved at the February 14, 2022 City Council Meeting.

- Bid Opening: April 5, 2022.
- Back to the City Council to received bids and award project: April 25, 2022.
- Begin Construction: May 2022.
- Substantial Completion: August 2022.
- The schedule adjustment recommends holding the Assessment Hearing after construction. If the project comes in under budget for construction, final assessments would be based according to the policy calculation of 80% but based on final project costs.
- Assessment Hearing would be held: October 2022.

Recommendations:

- Open and hold the Public Hearing.
- Adopt Resolution:
 - Order project
 - Authorize preparation of plans and specifications
 - Approve revised schedule

Councilmember Piekarski Krech asked what the general feeling was at the public meetings. Civic Engineer Moser responded people were surprised by the Assessment Policy for Mill and Overlay's. Staff and the project team did their best to explain that was the policy for local improvements and is a fair way to fund local road improvements. A few asked to delay the project and not pay assessments. A couple of people expressed support understanding that the improvements are needed before it is too late and becomes more costly in the future.

Motion by Piekarski Krech, second by Gliva, to open the Public Hearing at 6:13 PM.**Ayes: 5****Nays: 0 Motion carried.**

Mayor Bartholomew mentioned the Public Hearing is open. Anyone wishing to speak, please keep to 3 minutes. Questions will be recorded and presented to Staff to answer when everyone has had the chance to speak.

Susan Schaumann, 9136 Tyne Lane, asked how they went from \$4,060 to \$4,200. She said if the assessments are done after construction and the cost goes down it would be adjusted. She asked if it would be adjusted if the cost goes up. She mentioned this was a huge surprise and questioned why the roads were not maintained all along like the city of Eagan did, which is five houses down from her. She said she is a single parent and is expected to shell out over \$4,000. She was unsure where that could come from. She heard it could be delayed for five years, but that adds interest, and she would be paying more. She was unsure where she could get that from.

John Loehr, 10786 Alberton Way, said he is not here to disagree that there are infrastructure decays that happen. He agrees the roads need maintenance. He attended open houses and asked questions of Engineers Moser and Seaburg (Bolton & Menk, Inc.). Both were open, candid, and helpful. He said he learned about core samples that were taken from his neighborhood but still had some questions that were unanswered. He asked why their neighborhood now. He asked what process has been undertaken to survey all streets in the city. He said maybe it is streets that are 15 years or older with curb and gutter. He asked if 100% of the streets have been assessed and ranked in priority order worst to best. He said for example: a home with shingles with 10 years left, at the same time there is a furnace in need of repair in one year, and a dishwasher in need of repair in six months. He asked what the most fiscally responsible thing to go after first was. He mentioned he has numerous examples of other streets in Inver Grove Heights that are in a different stratosphere in terms of decay. He is not saying his

neighborhood will not need it in time. He has many pictures he has taken from driving around twice for 30 minutes in Inver Grove Heights. He referenced 96th East, south of his location, it has curb and gutter and is on a different level than his neighborhood. He said he is not saying they are not going to need repairs; he is asking if all streets have been assessed. He said he learned from Engineers Moser and Seaburg that the likely root cause of what is going on is that the base has turned to mush and is the result of poor sealcoating that has been occurring over the last 20 years. This huge investment goes into their neighborhood, he asked how they can guarantee them that in five years when the first sealcoat goes on, it is going to continue to work. He is supportive of what is going on. He has seen some of the streets on next years plan and one is awful. It is a different level than his neighborhood. He looks for a full survey with core samples of all of the neighborhoods and streets in the city. He commented it seems prudent to do a rank order from worst to best. He said he would communicate out to residents, which the city has done a good job of with the open houses. He said a number of years ago when Franchise Fees were put into effect, he was not a fan, he thinks it is a tax. He now sees the value of a Franchise Fee which is about fairness for everyone; homes, apartments, neighborhoods. His recommendation is that Franchise Fees should be bringing in roughly an extra \$1 million dollars in revenue. He suggests raising it by 150%, bringing in \$2.5 million dollars to help offset. It could help be a bigger communication to the City of Inver Grove Heights if coming up with a Comprehensive Plan for all streets.

Dennis Burke, 10754 Amherst Way, said he was taken aback when he received the letter. He was out of town for a few weeks and missed the open house. He was taken back by the 80% charge to the homeowner, it seemed excessive to him. He was unsure what the policy was. Tonight, was the first time he noticed that it was a city-wide policy for 80% of the cost to be assessed to the homeowners. He asked if that was the case throughout the city for any street assessment, or if there are special circumstances depending on the areas it is done. He was shocked at the 80%. He said he had some street work done when he lived in Farmington about 20 years ago, he does not remember the exact percent but felt it was more in the 30% to 40% range.

Arlene Moehring, 10947 Alexandra Court, said she has the same concern about the likelihood of the cost going up. She heard it said if assessments were down, it would be adjusted accordingly. She would like to see a cap on assessments if they go up. She said she believed comparable projects had been done in the city, she felt a good estimate could be done of what it should be to not allow it to go over. She said she would like speed bumps to be included. She has asked about them previously and has been told Inver Grove Heights approach is that they do not like doing that. She said they are avid walkers, and she cannot tell them number of times they have almost been hit. She believes speed bumps are warranted if this is being done for the safety and future of their neighborhood. She believes speed bumps are a worthy consideration to be put into the mix.

Ms. Schaumann said a resident had commented on five years. She thought she had heard something that this work/assessment was supposed to last 10 years. She has lived in her home for 20 years and her streets are not in horrible shape, they need a little bit of work, but not this much, this expensive. She said they are telling them they would need to outlay this much money for 10 years. She said anybody that has to do the five-year thing because they do not have a choice, she would not have to pay anything, but when getting to five years she would have to start all over again paying this. She said if she needs a new furnace, she has to choose between getting the street done or getting a new furnace. She commented that does not seem right. She said she does not understand why over the years, they have had gravel and oil put down, yet five houses down from her in Eagan, their roads look much better. She said she was unsure what Eagan has done, maybe it can be done that way. She said she noticed there was an increase in taxes this year. She is wondering if they are charging all of this money for this, what they are doing with the rest of her taxes.

Mayor Bartholomew asked Civil Engineer Moser what would happen if the project came in over the estimate. Civil Engineer Moser responded if construction costs over ran the preliminary estimate, the Council will have the opportunity to choose to raise the estimate, if it is the policy calculation of 80% of street and storm costs. That policy still applies, but knowing the final construction costs after the fact, the assessments could go up. He said the Consultant Engineer that prepared the estimate had expressed a high degree of confidence in the preliminary estimate. The main cost is bituminous mix. The Consultant, Bolton & Menk, had done quite a bit of outreach to local contractors and forecasted the cost increase expected, which has been accounted for in the preliminary estimate. He said it could go up but has a high degree of confidence in the preliminary estimate they would deliver.

City Administrator Kris Wilson said the action tonight prepares the plans and specifications and then are taken out to bid. The contract would be awarded April 25th. At that time, they would know the contract costs. The Council always has the option to not proceed with the project if it is coming in significantly higher than they thought. She said there would be some uncertainty remaining but there will be more certainty before the Council locks in the decision to do the project. The decision this evening is to order the plans and specifications. It does not obligate the Council to actually proceed with the project until they award the Contract on April 25th. Civil Engineer Moser agreed that April 25th is when the Council would know the contractor bid prices.

Mayor Bartholomew said when the bid is received, they would know whether or not they want to proceed. They would know if the cost was going to go the point that they do not want to proceed because it was too high. Those decisions would be made at that time.

Mayor Bartholomew mentioned a Street Survey was another point brought up. He asked if the Civil Engineer could recap the Street Survey process, the Capital Improvement Plan and how they rank streets, and how they have them in the order they are in. He requested sharing about where the public can find the information about Capital Improvements/Street Survey's on the website. Civil Engineer Moser said he might defer to the Assistant City Engineer for help with some of the questions but would respond to those he knew of.

Civil Engineer Moser addressed the comment from the resident from Tyne Lane who said they were surprised by the change in the assessment. He said the Tyne Lane project would have a separate Public Hearing right after this item. They are two separate projects with different costs and assessments. There would be another opportunity to talk about that project with the next item.

Assistant City Engineer Steve Dodge wanted those in the audience know Staff appreciates their engagement, suggestions, and questions. The history with assessments and the street program goes back to 2001 when the policy was put together. It was not instilled until 2004. 80% has been utilized since then. That assessment has been intact for different percentages for reconstructions, mill and overlays, and partial reconstruction ever since that timeframe. The history of pavement management in Inver Grove Heights is the roads that were built in the city were built on poor subgrade soils because that is the majority of subgrades in the city. That means when roads were built in the 80's and 90's they were 20-year roads. Those roads were going to deteriorate within 20 years, with building them in the 80's and 90's it is all coming at them at once. He said that was the history of why they are where they are. They are not unique in the metro, there are other cities that are also trying to address this. Last year there was an approved 10-year PMP Program. There is a 5-year CIP Program approved by Council in 2020 for 2021. What happened is they acknowledged with leadership that the plan needed to be revised to use the most cost-effective approaches in order to extend the life of the pavement in the city. They cannot change the subgrade; it would not be cost effective. In order to make this happen, there is

a rehabilitation initiative on the website. This is going through a Citizen's Task Force of 15 citizens who would make recommendations to Staff and Council based on a very in-depth 6-month study. There is going to be a revised Pavement Management and Capital Improvement Program coming in 2022 that better extends the life of the pavement at the most cost-effective approach. He addressed those in the audience and said they are looking into that, they hear the citizens, that is why in the last year they have been doing a relook at what the program is.

He referenced a comment asking about testing our streets and said going back to 2014, recognizing they had 30 to 40% of streets in disrepair and would have to be looking at doing something with all of these streets, three different massive pavement investigations were done on about 120 miles of city streets. The city has been testing streets, doing core samples, gravel verifications, and sometimes checking subgrades with massive geotechnical reports by professionals that go out and test roads. Those reports have recommendations. He said those were the steps being taken. They have work to do to get the pavement condition at a rating all are comfortable with. He said they are not there yet and would have to use the dollars they do have the best they can.

Mayor Bartholomew mentioned the Survey was public, that information can be given to anyone that wishes to look at it. Assistant City Engineer Dodge responded the survey's that are done are over 1,000 pages long. It deals with miles and miles of streets with a lot of technical data. If needed Staff may be able to share an abbreviated version of the report or a spreadsheet, whatever the Council would like, with the public.

Mayor Bartholomew suggested looking into that. He mentioned there is information that may be attained by the public such as surveys that look at core samples and miles covered. He asked about the three surveys in recent history that were mentioned. Assistant City Engineer Dodge responded the surveys were done in 2014, 2019, and 2017/2018.

Mayor Bartholomew asked about speed bumps. Assistant City Engineer Dodge responded Staff would refer that type of question to their Traffic Committee. The general overview is that it is a bigger picture question on policy because it has to do with public safety, plowing, and other entities. There are other things to consider when doing a speed bump. It would be more of an Administrative, Traffic Control Committee, and Public Works Director question for review and a more thorough response.

Mayor Bartholomew asked if there was a policy on speed bumps. Assistant City Engineer responded there is not a written policy of which he is aware. It has been reviewed in the past by Public Works and Administration. He said the suggestion by the Public Works Director, who is responsible for traffic signing, was based on their reaching out to experts. Speed bumps in winter conditions, with public safety and the fact that they do not necessarily aid as people would like. There are other street calming ways to affect speed other than speed bumps. Those types of discussions are pretty extensive and not something that could be answered tonight.

City Administrator Wilson asked Assistant City Engineer Dodge if he was aware of any public city streets that currently have speed bumps. Assistant City Engineer Dodge responded there were none of which he was aware.

Councilmember Murphy asked if the PCI Index was online or on the website. Assistant City Engineer Dodge responded he was unsure. In the pavement management initiative, they had displayed a diagram of the PCI Index and options on how dollars were invested and how that PCI Index can change. He said they would have to go to the program that helps with the pavement management

program and the software they use to update the current PCI Index. At this time, they are not where they would like to be with that.

Councilmember Dietrich asked for a synopsis on how this road was chosen over some. She understands what the residents are saying when driving that some roads appear worse. She asked if there was something he could say to help understand it better. Assistant City Engineer Dodge responded when looking at re-evaluating the approach last year in 2021, the idea was to find the most cost-effective streets in order to use dollars the wisest. A mill and overlay can do many lane miles of roads, five times that of a reconstructed street. Reconstructed streets are very expensive and have a lot of disturbance. The less disturbance that can be done, the more pavement they can get done. The less curbs and driveways are disturbed, the more pavement; that is where they want the dollars to go. The focus is to treat their assets like curb and utilities, as an asset that reaches its life at different timeframes. They want to let them deteriorate but maintain them to a point that 80-100 years into a road, they are reconstructing it. They want assets like watermain and sewer to deteriorate so it makes sense to do a full reconstruction of a neighborhood. He said if concentrating on getting pavement miles done, that is why these projects were selected. He mentioned that three times more money is spent on a pavement replacement project. Everyone, the city, citizens, taxpayers are getting the most pavement done by using the mill and overlay streets available. If letting those streets go into disrepair, which is the next step, they would have to replace the whole pavement, bringing the cost of the project to become three times more. That is why those streets were selected. Currently they are a prime candidate for mill and overlay which is the most cost-effective approach they can use.

Councilmember Dietrich said one resident mentioned being there for 20 years and being concerned about having to save for a future project that may be 10 years off. She asked if Assistant City Engineer Dodge could give her assurance as to what that plan looks like going into the future. Assistant City Engineer Dodge responded the proposed improvement mill and overlay will last 10-15 years, most likely longer. The idea is to have a five-year assessment. Staff anticipates not being back on that street for another 15+ years. That is why they want to do the mill and overlay now and not let the pavement go into further deterioration where they have to replace the full pavement.

Mayor Bartholomew asked where ongoing preventative maintenance fits into this. For example, they finish the mill and overlay, he asked what the next step was for preventative. If it was 3-year, 5 year, or by survey. Assistant City Engineer Dodge replied every 7 years they have been doing sealcoats on roads that are in good enough shape to do sealcoating on. They also do a crackseal program. He said one of the most important programs they do is the crackseal program where they seal the cracks in the road to stop water from getting into the subgrade. He said for those that have seen projects like Broderick Boulevard, they understand what water and salt getting in cracks can do. He said they continually/annually spend between \$100,000 to \$250,000 on cracksealing every year.

Mayor Bartholomew asked how they get to those. He requested a run through of the procedure, how it is determined who is ready for the crackseal, and who is ready for the other treatment. Assistant City Engineer Dodge responded they would be re-evaluating the sealcoat program in the future. The current policy is to try to get the crackseal/sealcoat in the first 3-5 years of a new road. They would continue about every 7 years doing a crackseal/sealcoat to extend the life of the road. What has occurred throughout the metro is they are learning that sealcoats 15 years out are starting to show some failures. This is something the citizens are seeing, and Staff has been observing. This is something they would be looking into with Civil Engineers and experts. There have been studies done statewide, information has come back about the use of sealcoats. The process is to keep track of a roads age, condition, and cycle approximately every 7 years, to cycle in getting a crackseal and/or sealcoat on that road.

Mayor Bartholomew stated the Council is here to consider ordering the project and moving forward to the next step. Firmer numbers will be received and can be evaluated at that time. There is a Benefit Cap Analysis of \$9,600 and a per Policy Assessment of \$4,200. They would find out more when the bid comes in.

Mr. Loehr said he was not convinced that the Sealcoat Maintenance Program is going to work. The perpendicular cracking that frequently goes on, especially around manholes, with what he has learned in attending the open houses, is that mill and overlay will not prevent it. In 2-3 years, that would probably reoccur. He said they have heard there are some issues with the whole sealcoating process. That is his first concern. He said he can drive around for 30 minutes and find six neighborhoods that visually look worse than his street. He said he has pictures of what it looks like just south of here. He questioned if there was a ranking of all of the streets that could be made available. He said he has noticed the one and two year plans out there, a ranking of all streets would be helpful.

Kevin Langstraat, 10790 Amherst, asked what the policy of the city was. He said he heard it was more about getting miles completed and not fixing the terrible roads. That is what he would like a better understanding of.

Assistant City Engineer Dodge replied the Citizen's Task Force was looking for guidance on that exact question. Until they hear back from the Task Force, they would use their dollars wisely. With this cycle, they are choosing to look at streets they can repair and extend their dollars the most. They are still doing other projects such as full depth reclamation or reconstruction projects. It is a multi-use approach in how they are looking at the Pavement Management Program. They are not only going to do mill and overlays. Some neighborhoods addressed in the conversation are neighborhoods that have poor roads and are not mill and overlay candidates. Those would be looking at a partial reconstruction or a full depth reconstruction, which cost more money. He said all roads are rated, there is a color-coded map that could be added to the Pavement Initiative page if the Council would like to share that. Mayor Bartholomew responded he believes they should and share it with Mr. Loehr.

Assistant City Engineer Dodge mentioned that just looking at the poor roads and saying they should go there is not always the best way to use their dollars. If there is a mill and overlay project at an effective cost it could extend the life of the pavement before it gets into a more costly repair. That is the best use of dollars. That is why these projects were suggested. He said they are still doing a reconstruction on Carleda, which will be coming before the Council in February. Staff is still trying to do a multi-use approach, but it is all about funding. He said Staff needs to go through the process of updating the 5-year CIP in 2022 along with the Citizen Task Force guidelines, and guidance from the Council. Staff would be able to unveil a longer, broader program and inform and work with the public earlier, get projects done earlier to have benefits, such as bidding projects earlier for competitive bidding and cost savings. There is a general plan but looking to get to that point in 2022.

Mayor Bartholomew requested a quick overview about why this street right now. He asked how this got here. Assistant City Engineer Dodge responded why they are recommending these overlays is because it is the most cost-effective approach for this neighborhood and for the city's Pavement Management Program. They do not want to see these pavements deteriorate to the point where they would have to use a more cost-effective technique like a full depth reclamation. He said the pavement on the bottom section of this road is in good shape. They want to take off the upper layer which is in need of repair so they can repave it. The bottom two inches are in good shape, they can extend the life of the road that way.

Ms. Schaumann, Tyne Lane, asked if the work that is done on the streets is dependent on the type of traffic that goes through. If it tends to be more residential or a main road with more trucks. She asked if there was a difference in the type of pavement and the type of work that is done. Civil Engineer Moser responded yes. On neighborhood streets the standard section is for 4 inches of asphalt pavement. On collector roads like Cahill, there are 6 inches of pavement and more gravel base. A more robust road is built for collector streets.

Mr. Burke, Amherst Way, said he understands the 80% policy. He was confused about the difference between resurfacing versus a full reconstruction. He asked if it was still 80% if it was a full reconstruction of a residential road. He asked if that was a different category within the city policy. Assistant City Engineer Dodge replied the percentages change in accordance with the rehabilitation or reconstruction method. A reconstruction road costs at least five times more than an overlay would and is generally a 35% assessment policy. Assessments end up being much higher than the assessments being proposed here. The partial reconstruction is the next level and are assessed at 55%, the city pays 45%. Those typically replace the full depth of pavement, maybe doing something with the gravel, more curb work. Then they go into the more rehabilitation style consisting of pavement replacements and mill and overlays, those are 80% assessed.

Assistant City Engineer Dodge stated when they get to the Assessment Hearing, which is proposed in the fall, the Council can guide it. It has usually gone down due to competitive bids and notices a cost savings on the construction and administration side. For those reasons, the total project budget has typically been less than what was estimated. That is a good reason to do assessments at the end. In this case the Appraiser's Special Benefit is \$9,600 where the proposed assessment is much lower. The Council always has the option to address assessments at the Assessment Hearing. They have chosen in the past a cap, for example it is \$4,200 today, instead of raising it a small amount such as \$4,250 or \$4,300, the Council has kept it capped at \$4,200 with the PMP taking up the difference.

Mayor Bartholomew asked if Bolton and Menk did the analysis for this. Assistant City Engineer Dodge responded Bolton & Menk did both Alison Way and Tyne Lane.

Mayor Bartholomew asked if Staff has shared the information from Bolton & Menk with property owners. Assistant City Engineer Dodge responded Bolton & Menk were with Civil Engineer Moser at the information meetings. The Feasibility Report has been shared.

Motion by Dietrich, second by Gliva, to close the Public Hearing at 6:59 PM.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Piekarski Krech said she would make the Motion because there was still a chance to look and see how it comes in. In other cases, if it has come in too high, they have not gone ahead with the project.

Mayor Bartholomew agreed. He thought it was a wise move to get it ordered and in the bidding queue. It has been his sense in the past that these typically come in lower and to the benefit of the assessed.

Motion by Piekarski Krech, second by Gliva, to approve Resolution 2022-019 Ordering Project and Authorizing Preparation of Plans and Specifications for the 2022 Pavement Management Program, City Project No. 2022-09E - Alison Way Area Rehabilitation.

Ayes: 5

Nays: 0 Motion carried.

Mayor Bartholomew mentioned that Mr. Dodge and Mr. Moser would be happy to provide any information that residents may be looking for. He said if there were any questions or problems that residents did not feel they were getting answers to, let a Council Member know.

B. Public Hearing to Consider Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for the 2022 Pavement Management Program, City Project No. 2022-09F - Tyne Lane Area Rehabilitation. Resolution 2022-020

Civil Engineer Moser gave the following presentation for City Project 2022-09F, Tyne Lane Area Street Rehabilitation Public Improvement Hearing.

Project Background:

Located in the southwestern area of the city, north of Highway 3, west of Jefferson Trail. On the Eagan Border.

- Single Family Home Development.
 - Platted as Coventry Pass
 - Includes 127 Homes
- 2.8 lane miles of urban street with curb.
 - Constructed between 1997-2001
- Past Maintenance:
 - Sealcoat in 2011
 - Miscellaneous patching

Project Progress:

- Initiated by the City Council through the Pavement Management Initiative.
- Council ordered a Feasibility Report in October 2021.
- Staff hosted virtual and in-person open houses to share feasibility findings with residents in early December.
- Council received the Feasibility Report at the December 13th, 2021 Meeting.
- Staff hosted a virtual information meeting with residents: January 2022.
 - This neighborhood group was also presented with the revised schedule proposing the Assessment Hearing be held after construction.

Feasibility Recommendations:

- 2" Mill & Overlay:
 - Grind and replace the upper 2" of pavement
- Spot Curb Replacement:
 - As needed
- Minor utility improvements:
 - Storm drain and manhole adjustments

Project Cost/Budget:

Total Project Cost:

- Streets: \$526,000
- Sanitary Sewer and Watermain: \$80,000
- Storm Sewer: \$119,000
- Total: \$725,000

Total Project Funding:

- Pavement Management Fund: \$105,000
- Water and Sewer Funds: \$80,000
- Stormwater Utility Fund: \$24,000
- Special Assessments: \$516,000

- Total: \$725,000

Special Assessments:

- Per city policy for Mill and Overlay projects, 80% of street and storm costs are assessed to benefitting properties.
- Single family lots are assessed on a uniform per parcel basis.
- All property owners would be paying the same preliminary proposed assessment of \$4,060.05.
- A Special Benefit Analysis was performed by an Independent Appraiser.
 - \$8,800.00 Special Benefit Cap per single family residence.
- 127 single family properties.
- Mill and Overlay term is recommended at 5 years.

Project Schedule:

- Council is being asked to order the project and order plans and specifications: January 24, 2022.
- Bidding in March.
- Bids open in April.
- Council would be asked to receive the bids and consider awarding the project at the April 25th City Council Meeting.
- Begin Construction: May 2022.
- Substantial Completion: August 2022.
- Assessment Hearing Information Meeting: September 2022.
- Assessment Hearing following construction: October 2022.

Recommendations:

- Open and hold Public Hearing
- Adopt Resolution
 - Order project
 - Authorize preparation of plans and specifications
 - Approve revised schedule

Motion by Gliva, second by Murphy, to open the Public Hearing at 7:06 PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Murphy, to close the Public Hearing at 7:07 PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Gliva, second by Murphy, to authorize Resolution 2022-020 Ordering Project and Authorizing Preparation of Plans and Specifications for the 2022 Pavement Management Program, City Project No. 2022-09F - Tyne Lane Area Rehabilitation.

Ayes: 5

Nays: 0 Motion carried.

6. REGULAR AGENDA:

A. Consider request for approval of rental housing licenses (6)

Community Development Director Heather Rand presented the following 6 Rental Housing License Applications:

- 3800 67th Street East - Kimberle Rogers
- 7580, 7590 Cloman Way - Patrick Bagan
- 2454 49th Street - Cory and Jill Wagner
- 7952 Charles Way - MN Capital Mgmt (Hunter Messerschmidt Property Manager)
- 7361 Degrio Way - Kimberly Rinehart
- 7575 Cloman Way - Martin Schreier

Applications were found to be complete by Staff and were reviewed by the Police Chief/Designee. Staff recommends approval of all 6 Rental Housing Licenses.

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

Ayes: 5

Nays: 0 Motion carried.

B. Consider a Resolution approving a Comprehensive Plan Amendment to change the land use designation from LMDR, Low-Medium Density Residential to LDR, Low Density Residential for property located at 1401 70th Street. Resolution 2022-021

City Planner Allan Hunting stated Summergate Development has made application to change the land use designation from LMDR, 4-8 units per acre, to LDR, 1-4 units per acre. The property is a 77-acre parcel with 70th Street to the south, South Robert Trail a bit to the west, and Arlene Avenue to the east. Current development in the area includes the Canvas project 40 acres to the southwest. The request is to change the designation from the current LMDR to LDR, lowering the proposed density for the site. Staff has reviewed this item. The site has a lot of constraints, a lot of topography, a large waterbody, wetlands, and a pipeline easement that runs through the land. He stated the Developer has been looking at multiple designs for the project trying to see if they could make it work with the current designation. They are having difficulty with that and the product type they would like to do, which is assumed to be primarily single family. The Developer cannot make it work to get the units there. What was found is that of the 77 acres only about 44 are developable, which is a significant reduction on what they can do on the site. Lower density could be a better transition from the larger lot development to the east, as a transition from where there is single family with higher density, transitioning down to an LDR, and then transitions to the existing 2.5 acre. Staff believes it makes a better fit than the current plan as they are learning more about the site itself. It is also consistent with the guiding of the other vacant parcels in the area and some to the south of 70th.

He stated financial considerations were looked into. If it goes down in density there would be an issue with the unit count. The Developer would have to pay that difference. If the plan came in at a lower unit count than what the assumptions were based on the existing zoning for the financial model, that would be worked in as they get to any plans. The reduction would also have a minimal density on the city overall. The overall in the Comprehensive Plan is projected at 4.43 units/acre, this would bring it down to about 4.33. Staff does not see an issue with a reduction in the northwest area in general. If this plan is successful and approved, the Applicant would have to come back in and submit their detailed site plan. Council is not reviewing any site plan tonight. This is strictly as a reduction in the density change of the Comprehensive Plan, if it makes sense, and if the Council is supportive of that. Staff believes this seems to be a good change of land use with all of the constraints. The financial can be addressed. They believe it is a better mix with the existing and future proposed vacant land. Staff supports the Comprehensive Plan change as proposed.

Mayor Bartholomew asked regarding the Applicants cost with the pay differential from LMDR and LDR, and if the Applicant was fully aware and understands they are responsible. He asked if this piece of

property is in the MUSA line. City Planner Hunting responded the Applicant has been made aware from the beginning. That would be worked out once detailed plans are submitted and determining what the unit count is. They could start making some preliminary calculations on that. He agreed the property was located in the MUSA line.

Brian Tucker, Summergate Development, Lakeville, thanked Staff for helping them through the process. He said if the Council decides that the change to low density is appropriate for the area, they would fast forward their plans for a preliminary review. They understand that a neighborhood meeting would be required, they have those notices ready to go. The discussion at the Planning Commission Meeting raised a lot of questions in terms of the area and the appropriateness or rationale for changing to a lower density. They also had comments from neighbors as to what they wanted them to think about as they move forward with preliminary plans.

Mayor Bartholomew was happy he had conversations with the neighboring communities and that they are willing to work with them. He mentioned this was just a proposed Comprehensive Plan Amendment, nothing is being spoken about where the homes are going and what they would look like.

Craig Hillegas, 6755 Arlene Avenue, neighbor to the east of this development. He mentioned talking with the residents of Athena and Arlene Avenue, all were in support of the lower density. They would like to see even lower. He said there is larger acreage, 2.5 to 3 acres with the area to the east, there is 5-20 acres to the north, and more acreage to the south. They would like to see this limited to the low end of low density, maybe 1-2 per acre, for the fact that the transition between large estates to the Canvas area needs to be mitigated and put to a lower density. He said there are a lot of developments that come in and take away trees and level out hills. They do not want to see that in this area. They would like to see Developers use the area as it is, keep it natural. He said they would be in favor of the lower density with the statement that they would like to keep it as low as possible. He commented that the density should be set by the Council, they cannot be concerned with the cost effectiveness of a Developer coming in to do this. It made sense to do low density, he would like to see it even lower.

Richard Whelan, 6680 Arlene Avenue, said he wanted to reflect what his neighbor just talked about. They moved into Inver Grove Heights in 1995. They actually built on a piece of property with trees and the surrounding area. Looking at what is happening to the west of them, the defoliation that is occurring in that area, he is amazed and alarmed. He referenced 1997 after they moved in, there was a community meeting at the High School. They were all invited to come and give input. He remembered the Vision Statement that was stated, the second paragraph had a phrase talking about future growth and development reflecting the heritage of the community. When he and his wife looked for property in the city, the heritage they saw here was a very rural community, it was very open area. It was nice to have that and be able to participate and enjoy that type of an area. What he sees happening now is the demands for more and more structure and people to move into the area, it is getting out of balance, especially in the northwestern quadrant. He said there seems to be a major focus on trying to develop that area. He said it is understandable that cities need to grow, he suggests doing it consistently and being careful, once the trees are gone, they are gone. It would be a shame. He recalled at the meeting in 1997 several people had said they did not want to become Eagan. They did not want to see that everything gets paved over and built up. He hopes that Council will consider that and the Vision Statement from the past would guide them as they go forward with a decision.

Mayor Bartholomew asked with this in MUSA, what the smallest density allowed would be with LDR. Mr. Hunting responded LDR ranges from 1-4 units per acre.

Andy Hansen, 6750 Arlene Avenue, said he is in support of what his neighbors are saying about the area. He thought it could be early as far as development occurs, but one of their main concerns is connecting different thoroughfares. They have heard about Arlene Avenue being connected to a potential 65th Street. He said it did not seem to make any strategic sense. He referenced Athena Way and said it did not seem to make sense that any of those types of connections would ever take place. They do not appear that they would add anything to the flow of traffic which would be predominantly east and west. Those thoroughfares/streets would take major reconstruction to even make them feasible, making them cost prohibitive, especially if assessed to all of the neighbors. He was in agreement with what others have said.

Mayor Bartholomew mentioned that they are not discussing roads this evening.

Mayor Bartholomew said he thought it made sense. The property would be in the MUSA line, it is a good buffer, he would support it. He said the Planning Commission made a very good assessment and recommendation.

Councilmember Murphy agreed it was a nice transition, the change makes sense.

Motion by Murphy, second by Gliva to approve Resolution 2022-021 approving a Comprehensive Plan Amendment to change the land use designation from LMDR, Low-Medium Density Residential to LDR, Low Density Residential for property located at 1401 70th Street.

Ayes: 5

Nays: 0 Motion carried.

C. Consider the following actions for property located in the northwest quadrant of Hwy 3 and 70th Street:

1. A Resolution approving a Comprehensive Plan Amendment to change Lot 1, Block 2 from HDR, High Density Residential to MDR, Medium Density Residential. Resolution 2022-022

2. An Ordinance rezoning Lot 1, Block 1 and Lot 1, Block 2 from A, Agricultural District to R-3B/PUD, Multiple Family Residential Planned Unit Development District. Ordinance 1423

3. A Resolution relating to a Preliminary Plat for a three lot, four outlot plat and Preliminary PUD Development Plan for a 253-unit residential development over Lot 1, Block 1 and Lot 1, Block 2 to be known as At Home Apartments. Resolution 2022-023

City Administrator Wilson stated city Staff is requesting that Agenda Item 6C the Land Use Applications related to the At Home Apartments Complex be continued to the February 14th meeting. The Developer has agreed to extend some additional time. This has already been extended once. The extension would give another 30 days. The reason for the extension is in receiving comments from the public over the weekend and during Monday's workday, numerous comments have been raised in regard to 67th Street and its extension from Argenta Trail and South Robert. There are questions regarding the timing and funding of that Collector Street being built. She does not expect the development itself to change in terms of what is being proposed for construction, issues surrounding the park, and units. This is the city's only opportunity to work out any contributions the Developer would make to 67th Street. If and when the City Council approves the preliminary plat, the window of opportunity to work out the funding and the timing of 67th Street closes. Staff wants to make sure that everyone; the Developer, city, neighboring residents, are all on the same page and have the same information and expectations in regard to 67th. Staff asks for a continuance to February 14th, 2022.

Leanna Stefaniak, At Home Apartments, 1289 Grand Avenue, St. Paul, introduced herself.

Mayor Bartholomew asked Ms. Stefaniak if it were her understanding that this would be continued to February 14th to resolve further questions. Ms. Stefaniak responded yes.

Motion by Piekarski Krech, second by Dietrich, to table the following actions to February 14, 2022, for property located in the northwest quadrant of Hwy 3 and 70th Street:

- 1. A Resolution 2022-022 approving a Comprehensive Plan Amendment to change Lot 1, Block 2 from HDR, High Density Residential to MDR, Medium Density Residential.**
- 2. An Ordinance 1423 rezoning Lot 1, Block 1 and Lot 1, Block 2 from A, Agricultural District to R-3B/PUD, Multiple Family Residential Planned Unit Development District.**
- 3. A Resolution 2022-023 relating to a Preliminary Plat for a three lot, four outlot plat and Preliminary PUD Development Plan for a 253-unit residential development over Lot 1, Block 1 and Lot 1, Block 2 to be known as At Home Apartments. Resolution 2022-023**

Ayes: 5

Nays: 0 Motion carried.

The City Council took a five-minute recess at 7:29 p.m. The Council was back in session at 7:35 p.m.

D. Discussion of Heritage Village Park next steps.

City Administrator Wilson stated this item was a discussion item, something typically brought to a Work Session rather than a regular meeting. Because there were meetings with only 4/5 present, Staff wanted to present at this meeting to have the full Council available. There is a timing piece to it. There are no formal decisions that need to be made about Heritage Village Park or spending more money on the park. Staff is looking for further direction on what may come next with Heritage Village Park and how that may play into Legislative positions and platforms. She stated that is the remaining item on the Council's Agenda to take action on, to adopt the Legislative Priorities and Positions. Staff wants to represent the will of the Council when asked by Legislators, Lobbyists, and groups they belong to. They are hoping to arrive at more clarity as far as what the Council would like the City Administrator and Parks and Recreation Director Adam Lares to do in that regard. She said the Parks and Recreation Director has an overview of Heritage Village Park and some possible next steps to present. After that the Council would return to an action item which is Adoption of the Legislative priorities.

Mayor Bartholomew wanted the public to know that Adam Lares is the new Parks and Recreation Director.

Parks and Recreation Director Adam Lares gave the following presentation on Heritage Village Park:

- The 65-acre park is located in the northeast area of the city.
 - East of Concord Boulevard
 - West of Doffing Avenue
 - North of 65th Street
 - West of the Mississippi River and Rock Island Swing Bridge Park

Park Development:

- Has been in development efforts for the past 15+ years.
- Phases 1, 2, and 3 have been completed to date.
- Former contaminated railroad site.

- Has met the satisfaction of the Minnesota Pollution Control Agency (MPCA) for remediation/capping of environmental contaminants.
- The Dog Park opened in 2019.

Funding for Phases 1, 2, & 3 are complete. Funding sources that brought it to completion:

- Dakota County: \$1,792,000
- MN DNR Grant: \$201,852
- 2 MN DEED Grants: \$831,250
- State Bonding: \$2,500,000
- Community Development Block Grant: \$69,381
- Park Acquisition & Development Fund: \$284,749
- Total: \$5,679,232

The Focus this evening will be on Phases 4 & 5:

Phase 4:

- Roundhouse Shelter
 - "C" Shape
- Bench Covering
 - Located north of the Roundhouse Shelter
- Restroom Building
- Drinking Fountain
 - Restroom and Drinking Fountain would be located to the left of the Roundhouse Shelter
 - An additional pumphouse will be included in the Restroom area for the buildout of the Splash Pad
- Concrete Pavement
- Railroad Walkways
 - Coming out of the Roundhouse Shelter there are tracklike features, railroad track pathways
 - Pays homage and heritage to the rail station that was there before
- Landscaping

To note: Curbing has already been installed from the completion of Phase 3.

- The buildings in Phase 4 are the primary park buildings that will provide the necessary infrastructure to support the existing improvements and prepare for future phases.
- The Roundhouse Shelter is designed to recall the railroad that once existed on the site.
 - It can accommodate roughly 9 picnic tables beneath the shelter and 4 additional picnic tables on the concrete pad.
- Plans and specifications are 99% complete.

Phase 4 - Estimated Cost:

- Total Cost: \$1,340,625
- Proposed Revenues:
 - DNR Grant = \$250,000
 - City = \$1,090,625

Breakdown of Project Cost - Phase 4 was shown.

DNR Grant - Phase 4:

- The City Council approved applying for the DNR Grant on March 8, 2021
- On June 30th, 2021, the DNR awarded the Grant to the city in the amount of \$250,000
- Currently, waivers have been given to start the project without agreement
- At this point, the Grant has yet to be accepted by the City Council
- Grant funds expire in 2023.

DNR Grant - Notables:

- Phase 4 is in the scope of the project that was described in the Grant Application

- The scope of the project needs to remain consistent with the Grant Application
- Total Phase 4 estimated cost is \$1,340,625

A diagram was shown of what the current state of the park would look like if Phase 4 was completed.
Phase 5:

- Inclusive Playground
 - Play stations to the left and to the right of the bench covering
 - If under the bench covering, able to look out and see children at play in both areas
- Inclusive Splash Pad
 - South of the Roundhouse Shelter
- Extending the Parking Lot
 - Currently ½ complete
 - Will include an exit
 - There would be an entrance, exit, and additional parking spaces

Inclusive Playground:

- Design will incorporate themes such as the historic railroad, lift bridge, and the old village
- Accessible for all ages and ability levels
- Two separate play areas:
 - 2-5-year-olds
 - 5-12-year-olds

To note: The curbing for each play area was installed as a part of Phase 3.

Inclusive Splash Pad:

- Safe for all ages
 - No risk of drowning
- Accessible for all ages and ability levels
 - No depth
 - Zero entry
 - Inter-generational site. Allows for individuals of different abilities to come in with children/grandchildren and not actually have to be in the water so they can safely participate with children/grandchildren
- Uses a "Recycling System" to clean and reuse water with a filtration system located in the bath house
 - Operate on timers by Staff each season
 - Play features are activated by the user. Once activated, they would be on timers

Phase 5 - Estimated Cost:

- Total Cost: \$2,646,800
- Proposed Revenue:
 - MN Bonding = \$2,000,000
 - City = \$646,800

Breakdown of Project Costs - Phase 5 was shown.

Park Acquisition and Development Fund: This is where the Park Dedication Fees are deposited.

- As of December 31, 2021: \$3,517,370
- Transfer In - January 24, City Council Meeting: \$1,231,814
- Remaining Expenses for Vista Pines Park: -\$90,191
- NWA - Peltier Pocket Park (estimated): -\$500,000
- NWA - Highlands Pocket Park (estimated): -\$500,000
- NWA - At Home Apartments Park (estimated): -\$1,000,000
 - Subtotal: \$2,839,374
- Phase 4 HVP (after DNR Grant): -\$1,090,625
 - Remaining Balance: \$1,748,749 to work with for future development of parks

Staff Recommendation:

- To proceed with the steps necessary to accept the DNR Grant for Phase 4 and to prepare plans, specs, and bid documents for Phase 4.
- That the city support Legislation providing \$2 million dollars in State Bonding for Phase 5 with an exemption from the standard match requirements as our second priority for Bonding Funds.
- Staff believes that substantial public investment has been made to get the park to this point. Phases 4 and 5 are needed to fully realize the benefits of the park investment.
- The park complements and supports economic redevelopment of the Concord Boulevard area.
- Provides large community gathering space and new recreational amenities for our residents.

City Administrator Wilson provided further information about the balance of the Park Acquisition and Development Fund as follows:

- The estimated amounts for the three northwest area parks are a very broad high-level estimate.
 - There is a good chance some of the pocket parks could come in less than that.
 - Staff wanted to make sure they were setting aside plenty of money to make sure those could get done.
 - This is not a commitment to spend those dollar amounts in those parks. They are not fully designed yet.
 - These estimates were based on the size of those parks and the acreage.
- The Fund does not reflect any added revenue into this Fund.
 - At the rate developing and being built, there is money flowing into this Fund on a regular basis.
 - Over \$1 million dollars in Park Dedication Fees came into this Fund in 2021.
 - With the number of lots platted, Staff expects to see that revenue continue.
- The remaining balance is not a static number. It would grow with revenues into the fund.

She stated the city has spent money to prepare plans and specifications for Phase 4 which is 99% done. Grants were applied for with the DNR with Council's approval in March and have since then been awarded that Grant. Staff is looking for some discussion and if there are other questions or information the Council feels it needs regarding Heritage Village Park. If accepting the DNR Grant and getting it built and spent by 2023, Staff needs some understanding about where Council would like to be at. She said the Council does not have to accept the Grant. They do not have to build Phase 4. The plans and specifications designed to date could be saved and brought back at a later date. She stated it was not very good for future Grant chances to apply for a Grant and not accept it. It does not always reflect the best on a Grant Applicant, it is within the Council's purview and right as policy makers to decide differently. She mentioned Staff needs to start moving towards some direction about what the Council wants done rather than leaving things hanging. Staff is hoping for discussion. She said if there was more information the Council needs to decide which way to go, Staff is happy to gather that and bring it back to the Council. Staff is looking for discussion and direction.

Mayor Bartholomew asked to view the slide listing of what is remaining on Phase 4. He said Phase 4 is just the content including: Roundhouse Shelter, Bench Covering, Restroom Building, Drinking Fountain, Concrete Pavement, Railroad Walkways, and Landscaping. The DNR Grant is for that. Parks and Recreation Director Lares responded it is a combined package. The DNR does not just cover that portion of it, it is a combination. This is the scope.

Councilmember Dietrich referenced the slide that was shown with the Acquisition and Development Fund. She referenced the numbers for the four newest parks questioning if that would be a finished product, the most those would cost. Parks and Recreation Director Lares replied those are very estimated costs. Within reason they are very conservative.

Councilmember Dietrich commented it would be play structures, excavating, a finished product would need to be done for all of them. Parks and Recreation Director Lares responded yes, but Vista Pines is almost complete. The remaining three are not developed or with Master Plans yet, those show conservative costs.

Councilmember Dietrich asked where they can get an idea on the maintenance costs of these and the existing parks. Costs and what fund that is being saved in. Parks and Recreation Director Lares responded he could put together an estimated cost of operations for what they currently have in front of the Commission for Vista Pines Park and Heritage Village Park. There is not a Master Plan for what each operating park costs at this point but can go in that direction. He said that is one of the goals he plans on moving forward with, along with the Parks Superintendent, to figure out exactly what each park costs to operate. Staff could also do that with Heritage Village Park and any remaining parks. He said as they continue to grow in the northwest area and across the city, all of those operating costs have to be put into consideration as they develop them.

Councilmember Dietrich asked if the pumphouse for the splash pad would be completed in Phase 4. Parks and Recreation Director Lares responded that part of the restroom construction includes the pumphouse.

City Administrator Wilson said it would be a vacant room that is under the roof of the restroom. They were not going to buy the pumping. The shell of where it would be housed would be created.

Councilmember Dietrich said that was what she was wondering, in the event Phase 5 did not happen for a few years and/or technology changes.

Councilmember Dietrich stated there were two things that bothered her. One was that Heritage Village Park was put on their priorities against Council's wishes, leaving a bad taste in her mouth. She referenced the curbing done in Phase 3 and said she specifically asked for that to be pulled out of the bid and it was approved and on recorded television. She sees that the curbing has in fact been put in. She does not anticipate with the turnover in key staffing positions that this would happen again, but it is a big concern to her.

Councilmember Gliva referenced Phase 1 to Phase 5 and asked how much has been invested in this park total. Parks and Recreation Director Lares responded Phases 1-3 were a little over \$5.6 million dollars. City Administrator Wilson replied that Phase 4 was \$1.3 million dollars and Phase 5 is estimated at \$2.6 million dollars. That equals about \$9.5 million dollars total. A little under \$2 million dollars of that would be city funds if successful at this Legislative Session or a future session in getting an additional \$2 million in bonding.

Councilmember Murphy asked what the big-ticket item was in Phases 1-3 to cost \$5.6 million dollars. If it was the clean up or land. City Administrator Wilson replied Staff could dig deeper, neither herself or Parks and Recreation Director Lares have that background at the moment. She said money was spent to acquire the sites. Councilmember Piekarski Krech replied the dirt that was brought in was brought in from other projects, they did not pay for the actual dirt being brought in. They did pay for excavating.

Councilmember Piekarski Krech said someone came up with the idea for this park, it moved far faster than she ever thought it would because it was going to develop slowly as they had the money for it. Then Grants were applied for among other things. It is a big park.

Councilmember Dietrich mentioned that this is a good product. She looks at her role as local Governance and Public Safety and infrastructure is first. This is desirable, but she is looking at how difficult and the time it took to get \$500,000 allotted for pavement management. Now they are talking \$2 million dollars. She said she cannot square that up.

Councilmember Murphy said he struggles with the cost, how it started, and what it looks like now. He said it is important to build these kinds of things out. He did not think they were in a position to turn down money coming in. He personally thought Phase 4 made sense. He asked if the value was there. This started out as their heritage, the City Hall and School House were supposed to be there. They are \$5.6 million dollars into it with more to come. He asked if people would be able to go to the park and say this is where Inver Grove started and reference the School House and City Hall. He said he knew it would cost more money to move it. He is struggling with the value of it.

Councilmember Piekarski Krech said she did not believe that was in the plan anymore. This is probably the 6th or 7th iteration. Somewhere along the line the historical part of it was thrown out.

Parks and Recreation Director Lares addressed the School House and the Town Hall stating those are what he considers beyond Phase 5. There are estimated costs to bring it fully to completion. Currently the estimated value is a little over \$1 million dollars. He believes the estimated costs to move the Town Hall and School House onto the property were pretty low. He felt it would go well beyond the estimated \$1 million dollars.

Councilmember Piekarski Krech did not believe those buildings would be able to be used anymore. She believes they waited too long. Parks and Recreation Director Lares said they are in dire repair. To get them safe to Code, and to be able to have people enjoy them as historical sites would be challenging, it can be done but would be at an extreme cost. He said there is the opportunity to build something in its likeness to reflect its heritage, that is a decision for the Council to make.

Councilmember Gliva commented if accepting the Grant and moving forward, she questioned if Phase 4 would move forward in the spring. City Administrator Wilson responded there are a number of other park projects in play. Vista Pines Park needs to be completed. The Council will be seeing, in February or early March, a proposed development of South Valley Park. As an existing park, South Valley Park is funded in a different fund. Staff would likely recommend completing the portion of the plans and specifications that are left to get them from 99% to 100% and possibly bidding it in the fall for construction starting early 2023 to get it done in 2023 to meet the deadline for the DNR Grant. Some earth moving could be done this fall if they can get going on it. It will not break ground this June with where it is at today and other projects they have to bring to completion.

Councilmember Murphy said he felt like it needs to move forward. He struggles with what that might look like. He did not think they are in a position to turn down the Grant at this point. He asked if they have to stick with Phase 4 based on what was put on the Grant Application. Parks and Recreation Director Lares responded that was correct.

Councilmember Murphy said that leaves Phase. If Council decided to tweak Phase 5, they still have that ability. Parks and Recreation Director Lares replied that was correct.

Mayor Bartholomew asked City Administrator Wilson what they were looking to accomplish with this discussion. He said his sense was to move along with Phase 4 in particular if not breaking ground until 2023, it was still \$1 million dollars out of our pockets. The point was to take or not take the Grant. He agreed with construction and needing to do Phase 4, it is an integral part. He said he would support

moving forward and at least using the Grant because the construction remaining in Phase 4 is the final leg before exploring other opportunities for the area. He asked if this needed to be put as an Agenda Item or a Work Session. He asked for direction. City Administrator Wilson responded if that were the direction of Council, Staff would confirm with WSB, who has built the plans and specifications to date, what is needed to bring them to completion. As soon as they are complete, Staff would bring them forward for the Council to approve the plans and specs, direct Staff to seek bids, and then continue dialog with the DNR. She mentioned it has been confusing. Usually, they reward a State Grant and want the city to enter into a Grant Agreement, something that would be a Council Agenda Item. She said it has been murky on this project, where that document is, why they are not pushing the city to accept. If the intent of the Council is to accept the Grant, she and the Parks and Recreation Director would connect with the DNR and figure out what formal steps are needed. There could be a Resolution on a future Agenda for the Council.

Mayor Bartholomew asked if the City Administrator intended to find out what the Grant status was before pushing WSB for final. City Administrator Wilson responded they can order it that way. Mayor Bartholomew believes that was wise. If the Grant has gone away, it has gone away, it is good to know.

Councilmember Murphy requested clarification. Mayor Bartholomew replied it was determined to find out where the Grant is, if it is still there. He said City Administrator Wilson or Parks and Recreation Director Lares would get back to the Council with a recommendation as to which would be the next step. He requested it be an action item on the Regular Agenda, not on the Consent Agenda.

Mayor Bartholomew said they were going to see all information regarding the buildup for this. He suggested Finance Director Amy Hove could help with where the dollars came from, what was spent, and invested in this park to this point. He suggested getting together a worksheet and getting it out to the Council. He believed it would be a good historical perspective.

E. Adoption of 2022 Legislative Priorities

City Administrator Wilson said this discussion item is the 2022 Legislative Priorities & Positions document. The Council saw a document that reflected the 2021 priorities and discussed possible changes and edits to it at the January 3rd Work Session. This is being brought back hopefully for formal adoption. There are policy statements regarding local control, maintaining that, and the Legislature leaving local decisions to the local level of Government. She said her understanding of the main area of discussion relates to State Bonding.

She said the Council has made it clear to Staff, and Staff has done everything it can, to make it clear to both Lobbyists and Legislators that the Number #1 priority is the Reconstruction of 117th Street. She said this is another example of the city trying to maximize Grant Funding they have been able to receive. It is estimated that 117th Street is a \$15 million dollar project, has a sizeable Federal Grant and money coming from Dakota County towards that. The city is requesting \$2 million dollars in State Bonding support which would be the final piece financially for 117th Street.

She said the question is what, if anything, the Council wants the Lobbyist, herself, and Staff to take as a position in regard to Heritage Village Park. She has drafted something for Council consideration related to Heritage Village Park and the Inclusive Playground and Splash Pad. It can be edited, removed, or kept as is. She is trying to make sure they are all on the same page.

Mayor Bartholomew asked if Staff has heard anything related to Bonding from the Representative or Senator regarding Heritage Village Park. City Administrator Wilson responded no. The Legislature goes

into Session a week from tomorrow. The Bill introduced by non-city sources last Legislative Session remains in play because this year is the second year of an Official Session. It is still there and could be pulled up and placed on the Agenda for a Hearing at any time. Communication had with Legislatures was back in November when the House Bonding Committee was doing a tour out at Heritage Village Park. She said herself, Councilmember Murphy, Dietrich, Piekarski Krech, and Staff went out to talk with Legislators on the tour about Heritage Village Park and 117th Street. She has not advocated for or against. There has not been much action; next week things will start moving.

Councilmember Dietrich mentioned Legislators for our District were not on that tour. City Administrator Wilson responded that was correct. She said Representative Richardson is the Sponsor of the Heritage Village Bonding Bill and Senator Klein. She was unsure if he was a Co-Sponsor, but he is 100% aware of it.

Mayor Bartholomew said the question is if they leave it in, drop it out, or leave it in with a caveat. City Administrator Wilson agreed those were the choices.

Mayor Bartholomew said to leave it out. He was fine with leaving it out. He said history has told them that they will do what they want anyway.

City Administrator Wilson said if leaving it out of the Legislative Priorities and receive a call that it is being scheduled for a Hearing, if he would expect Staff to pass on participating in that Hearing. Mayor Bartholomew responded he would not join. He said he would leave that to the other Councilmembers, but he would not get in that dog fight again. If Councilmembers were ok with Staff taking the call, he was ambivalent. If we are not going to be serious, do not want it, take it out of there.

Councilmember Dietrich said it was an odd situation because the Council works for the residents, they work for us, yet they did this. It gets turned around where the narrative becomes not passing on this because they were going to bat for the city. She said it has been messy and grey from the beginning. She does not support it.

Councilmember Piekarski Krech asked if she could suggest an edit. She suggested Priority is Reconstruction of 117th. Take out 2nd Priority, take out 1st up on top. Just have the Inclusive Playground there, because they know it is already a bill. It is not the Council's Priority. The Council's Priority is 117th Street.

Councilmember Gliva asked if leaving it in there, are they expecting that there would be a match we would have to match. She would not be for that.

City Administrator Wilson suggested in a sentence that says, "this request for \$2 million in State Bonding support would fund construction of". She would say "of a \$2.6 million-dollar Inclusive Playground and Splash Pad". That makes it clear the magnitude/percentage of the project that is being funded. She responded that the city does not need to match \$2 million with \$2 million, Phase 5 does not cost \$4 million dollars. She said Staff just showed our ability to fund Phase 4 and still have money for the northwest area, we cannot count on having another \$2 million there without spending money they do not yet have. There will be more parks.

Councilmember Murphy said he liked the edits Councilmember Piekarski Krech suggested. He hesitates to take it off as other Counselor's have said they would do what they want. He said they are not ready to make a decision now but was unsure they want to pass it up if it does happen. He said our frustration and disappointment in how it happened, may blind the Council to the opportunity. He said he does not have any experience. He asked in this situation, if it has come back as Option 2 more often

than not. He asked if there were examples. He knew there was more sizzle around the second one and a lot more people can take credit for the little work that they did. He said #1 is absolutely needed. He asked if anyone had any examples about how often that happens. Mayor Bartholomew responded he does not have any historical. Councilmember Piekarski Krech responded it depends on the money they are putting out there and how much the different Legislators go to bat for different items. She suggested getting on the Legislative group and tell them we better get funding for 117th Street because this is critical.

Councilmember Dietrich said she would hate to see this come back to the Council and it becomes the same conversation, but differently worded. Such as "you have the money, like a coupon, but now you have to match it." She said then it was like, you do not want to turn that down because it has been given to the city. She said she has seen this get too far down the road and then it just keeps snowballing. She would hate to see that. The city does not have the funds. She mentioned the residents spoke today about the roads. Infrastructure has to be addressed.

City Administrator Wilson said it has become clear to her, listening to the Council this evening and with previous conversations, that Staff's marching orders are that we would be clear. The city does not have money to match this. The city would like to build out this amenity in our community, but there are other demands for our resources. She said if put on the spot or at the podium, Staff would talk about what they have already done to invest in Heritage Village Park and the money they are looking at spending on Phase 4. Those ways in which the city has invested in this park. Staff would make it clear.

Councilmember Piekarski Krech said it was a Regional amenity; it is not just for the residents of Inver Grove Heights. She questioned if they needed to push the County representatives a little bit more. If the County would get a little more involved there. She mentioned that the County built the Trailhead and have done some things along the trail, how about investing in a Regional amenity. She said she did not think Dakota County sponsors an Inclusive Playground anywhere of which she was aware. Some of the cities have one, she did not believe there was a County one.

City Administrator Wilson said she did a little digging and research on Dakota County's website to better educate herself about County Parks and Regional Parks. It says their definition of Regional Parks is 200 to 500 acres with an absolute minimum of 100.

Councilmember Piekarski Krech said it was not a Regional Park, it was a Regional Amenity.

City Administrator Wilson said that would be the argument. Everything that receives State Bonding is supposed to have benefits beyond the borders of the community in which it is being funded. That is the inherent argument in any local request for State Bonding dollars.

Councilmember Dietrich appreciated the work the City Administrator has done on this and thanked her for articulating it that way. She said she got the feeling the City Administrator knows exactly where the Council stands.

Councilmember Piekarski Krech said the community has been kind of silent again; there was something originally. She mentioned a little town in Clayton, Wisconsin, that built an Inclusive Playground, not as big as this one, but they did it all with volunteers and donations because the community and people were behind it. They built their little park, the Parks and Recreation gave the land, a majority of that playground was built with community money. Fundraisers were done.

City Administrator Wilson said she made the changes that Councilmember Piekarski Krech suggested about the priority and making it clear they are seeking \$2 million dollars toward a \$2.6 million dollar project. She said the remaining items speak to:

- Transportation Funding
- Support of the Organizations to which we are a member:
 - League of Minnesota Cities
 - Municipal Legislative Commission
 - Metro Cities
- Additional Legislative Positions:

These are existing positions that were in the 2021 Platform, many go back many years. Long standing positions. None of them are highly projected to be hot topics at this year's Legislative Session. They are still our positions if an unexpected Bill came up and started gaining steam, we would talk to our Legislators about that Bill within the guidance the statements provide.

They include:

 - A. Fiscal Disparities
 - B. Support Local Control/Reduce Unfunded Mandates
 - C. State Property Taxes
 - D. Public Employees Retirement Association (PERA)

Councilmember Piekarski Krech said she wished they would do Item B.

Councilmember Murphy asked if Item B had been on there awhile. City Administrator Wilson responded that it has been on there for a number of years. The Data Practices Act, as it currently exists and operates, has placed some real strain on local Governments.

Councilmember Dietrich stated the additional all looked good.

City Administrator Wilson said she had nothing else to report unless the Council would like to see any other edits to the document before acting on it.

Mayor Bartholomew said he would like to see Priority #2 drop, but that was just him. He said he would support what the rest of the Council would like to do.

City Administrator Wilson mentioned this was an action item and would need a Motion to approve.

Mayor Bartholomew said before the Council is the Draft for Council consideration regarding Legislative Priorities. He asked the Council if there was further information or concerns to add. If not, they can make a Motion to approve the Draft for the Legislative Priorities and Position.

City Administrator Wilson said the Motion should state a Motion to approve as amended because there were a few changes made from what was published in the packets.

Councilmember Murphy asked if they should vote specifically for #2.

Councilmember Piekarski Krech said she was hoping our Legislator's hear us. Mayor Bartholomew responded they do not.

Motion by Piekarski Krech, second by Murphy, to approve the Adoption of the 2022 Legislative Priorities as Amended.

Mayor Bartholomew asked if it took 3 to approve. Response off camera was yes.

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT:

There were no public comments.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Dietrich updated the Council on the Pavement Management Citizen's Task Force. They would be meeting again this Thursday. They are making real headway, have had some good speakers, it has been an education as well as thought provoking conversations. They are narrowing down how they are going to move forward towards making a recommendation.

Councilmember Dietrich wanted to let residents know that she would be working out of State for the month of February, but she will be working. She asked to continue emailing her and staying in contact with anything that is important.

City Administrator Wilson said there is a new face in the Council Chambers this evening. She introduced and welcomed the new Public Works Director, Brian Connolly. Today is his very first day. He will be jumping in and getting involved in the Pavement Management Plan, Utility Rate Study, the Citizen's Task Force, and the day-to-day operations in the Public Works Department. Staff is very excited to have him.

Public Works Director Brian Connolly said he is very happy to be here and be given the opportunity to serve the Council and the City of Inver Grove Heights as the new Public Works Director. It is his first day. He has been meeting with a lot of the Department Heads and will continue to do that through the remainder of the week, along with the members of the Public Works and Engineering team. He said he would be attending the Citizen's Task Force on Thursday. He is looking forward to getting involved in that process and is looking forward to working with Councilmember Dietrich and the rest of the Committee members. He thanked Interim Public Works Director Klay Eckles and what he has been able to do in the past nine plus months in the Interim position. He said he is looking forward to meeting with Klay again later this week to get his thoughts.

Mayor Bartholomew mentioned that Mr. Connolly's hands will be full. The opportunities are a lot.

Councilmember Dietrich mentioned that he is starting during snow plowing season.

Mayor Bartholomew stated the city has the best snow removal in the Twin Cities area.

9. ADJOURN:

Motion by Gliva, second by Piekarski Krech, to adjourn the meeting at 8:31 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, FEBRUARY 7, 2022 - 8150 BARBARA AVENUE**

A. Call to Order and Roll Call:

The City Council of Inver Grove Heights met in a Special Session on Monday, February 7, 2022, in the City Council Chambers. Mayor Bartholomew called the meeting to order at 5:58 p.m. The Pledge of Allegiance was recited.

Present In-Person: Council Members: Piekarski Krech, Gliva, and Murphy; City Administrator Kris Wilson, City Attorney Bridget McCauley Nason, City Clerk Rebecca Kiernan, Community Development Director Heather Rand.

Absent: Councilmember Dietrich

1. Consider Approval of Hiring of Fire Fighters

City Administrator Kris Wilson stated this action typically comes before the Council as their Personnel Report. Tonight, it has been brought forward at a Special Meeting due to the timing of it.

She stated that the City has accepted a SAFER Grant from the U.S. Government which funds nine new full time position hires for the Fire Department. By acting tonight, it gives certainty to the final six candidates so that they can provide notice to their current employer and be prepared to start on Monday, February 28th. That evening they will be present before the City Council for a Swearing In.

Motion by Gliva, second by Murphy, to approve the Hiring of Fire Fighters as presented.

Ayes: 4

Nays: 0 Motion carried.

B. ADJOURN:

Motion by Piekarski Krech, second by Gliva, to adjourn the Special Session at 6:00 p.m.

Ayes: 4

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, FEBRUARY 7, 2022. 6:00 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER: The City Council of Inver Grove Heights met in person for a Work Session on Monday, February 7, 2022. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Present In-Person: Mayor Bartholomew; Council Members; Piekarski Krech, Gliva, and Murphy; City Administrator Kris Wilson, City Clerk Rebecca Kiernan, City Attorney Bridget McCauley Nason, Community Development Director Heather Rand, Public Works Director Brian Connolly, City Engineer Tom Kaldunski.

Absent: Council Member Dietrich.

Also Present In-Person: Timothy O'Neill, Regional Labor Market Analyst, Department of Employment and Economic Development (DEED); Erin Labaree, Assistant County Engineer, Dakota County; JoNette Kuhnau, Consultant Project Manager, Kimley Horn; Brad Reifsteck, Senior Project Manager, WSB.

1. Population and Labor Force Trends in Inver Grove Heights

Community Development Director Heather Rand introduced Tim O'Neill from the Minnesota Department of Employment and Economic Development. He is a Labor Market Analyst for the Twin Cities Metropolitan Area. She stated that he would be giving a presentation on the City of Inver Grove Heights, the population, demographic trends from the last Census, and what is going on with the Labor/Work Force.

Timothy O'Neill, Department of Employment and Economic Development (DEED), St. Paul, Minnesota. He is within the Labor Market Information Office consisting of Analysts who are always collecting information through Survey's and Censuses, consisting of households or business surveys. They collect information on the Labor Force, unemployment rate, industry trends, industry statistics, total payroll, average weekly wages, unemployment outcomes, projections, job vacancy surveys, hiring demand, and educational information. If thinking of Labor Market Statistics/Job Market Statistics, their office likely collects that information. Another Department to keep in mind when looking at Labor Force Statistics is the U.S. Census Bureau, more specifically the American Community Survey and the Minnesota State Demographic Center. Some slides shown during his presentation come from the State Demographer, Susan Brower, when looking at some of the trends in the State. There are 40 slides in his presentation, he will not be showing them all, but would be sharing them with Community Development Director Heather Rand who can pass them out to the rest of the members here today and anyone in the audience who would like them.

He stated DEED and the Labor Market Information Office is for making better more informed market-responsive decisions.

Population and Demographic Trends:

- A slide was shown from the Minnesota State Demographic Center which highlights National and State level data when looking at the most recent 2020 Census.
 - In Minnesota as of April 1, 2020, Population: 5,706,494

- Grew by 7.6% between 2010 and 2020
- Inver Grove Heights between 2010 and 2020 grew by 1,921 persons = 6% growth, a bit under the statewide population growth over the past decade.
- Dakota County gained 41,330 persons between 2010 and 2020. That is a 10% growth, a little above the State of Minnesota for overall growth in Dakota County.

He stated the following information is available from the Census Bureau, from himself, or the Labor Market Information Office. Go to: mn.gov/deed to find their contact information.

2010-2020 Census Data:

- Inver Grove Heights, 2010.
 - 85.7% of the population reported as white
 - Others include: Black or African American, Indigenous, or Alaska Native, Asian, some other race, or two or more races.
- Inver Grove Heights, 2020.
 - Population is becoming more diverse with time.
 - This is something that has been mirrored at the metropolitan level, 7 County Metro, 16 County Metro, as well as the State of Minnesota.
 - The State of Minnesota has been becoming more diverse over the past 10 years when looking at 2010 to 2020.
- Inver Grove Heights has a much higher share of person's reporting as Hispanic or Latino origins. To note: within the Census Bureau when reporting as Hispanic or Latino, you can also report as Any Other Race.
 - Looking at the statistics when adding up Hispanic and Latino with every other racial group, you will get over 100% for that reason.
 - Between 2010 and 2020 those reporting as Hispanic, or Latino in Inver Grove Heights grew by about 1,270 persons, or 42%.
 - Very significant growth over the past 10 years especially considering that the total population grew by 6% during that period of time.
- Growth over the past 10 years: Racial and Ethnic Groups:
 - Black or African American population in Inver Grove Heights grew by 71% between 2010 and 2020.
 - American Indian or Alaska Native population grew by 58%.
 - Asian population grew by 37%.
 - Some Other Race grew by 84%.
 - Those reporting as two or more races in Inver Grove Heights grew by 170%.
 - All of these are in comparison to the total population growing by 6%.
 - Those reporting as White in Inver Grove Heights between 2010 and 2020, population declined by 8%. Equivalent to about 2,327 people.
 - This is something that is happening throughout the Metro area and State of Minnesota. They are looking at White populations, either the growth is slowing down or showing declines over the past 10 years, where every other racial and ethnic group is showing significant growth.
 - Becoming much more diverse in Inver Grove Heights, the 7 County Metro Area, and the State of Minnesota.

The following information was provided from the 2014-2019 American Community Survey (ACS) 5-year estimates for Inver Grove Heights:

He highly encouraged everyone to check out these survey estimates. The 2025 estimates have been delayed. Hopeful that those would be coming out in March. A lot of that had to do with grabbing the information data gathering and complications due to COVID-19.

- City of Inver Grove Heights: Population broken out by Race and Ethnicity.
 - Majority of the population does report as White.
 - Looking at 5-year estimates to 2014 and 5-year estimates to 2019, just like the 2010-2020 estimates, trends notice that Inver Grove Heights is becoming more diverse with time.
 - Dakota County and Minnesota are becoming more diverse as well.

Educational Attainment in Inver Grove Heights:

- Highly educated population.
- The chart shows a blue bar displaying the share of the population broken down by race and ethnicity having a High School Diploma or equivalent and higher.
- The chart with the green bar displayed shows a bachelor's degree or higher.

Median Earnings in Inver Grove Heights by Educational Attainment:

- At every education attainment level earnings are higher in Inver Grove Heights than they are for respective attainment levels in the State of Minnesota.

Poverty Rates:

- Slightly higher in Inver Grove Heights for those reporting less than a High School education.
- Lower for every other educational attainment category.
- When looking at Inver Grove Heights and seeing that it is becoming more diverse with time, it is very important to look at educational attainment by racial and ethnic groups as well as poverty levels and median household income.

This information can be attained through the Census Bureau.

School Enrollment Data:

For further information people can contact him or reach out to the Department of Education.

- District 199 is Inver Grove Heights Schools
- District 196 reaches a bit into the City of Inver Grove Heights
 - 49.2% of total enrollment in the City of Inver Grove Heights, District 199: students reporting as persons of color or Native Americans.
 - Little bit higher than that share in District 196.
 - Younger populations in Inver Grove Heights, Metro Area, and the State of Minnesota are more diverse than older populations. Also seen for foreign born persons.
 - In Inver Grove Heights, those reporting as foreign born persons in 2014: 2,628 or 7.7% of the total population.
 - Increased to 3,726 as of 2019.
 - A little over 1,000 persons reporting as foreign born.
 - This grew over a period of five years.
 - As of 2019, a little over 1 in 10 residents of Inver Grove Heights reported as foreign-born persons, 10.5%.

- Foreign born persons are much younger than native born populations for Inver Grove Heights, the Metro Area, and the State of Minnesota.

When he presents and gives presentations, it usually hits upon seeing racial and ethnic diversity increasing. The same would also be heard from the Minnesota State Demographic Center, the Census Bureau, Minnesota Compass, Real Time Talent, or the Metropolitan Council. Those will show that we are becoming more diverse and see populations becoming older.

- Population Trends by Age for Inver Grove Heights:
 - Increases in residents reporting as 55- and 64-year-old, 65-74-year-old, and 75 years old and older.
 - Growth especially for those 55 and older.
 - Declines for 45-54-year-old likely due to the Baby Boomer Generation.
 - Likely due to those in the age group from 2014 moving toward the older age group in 2019.

The population is becoming a little bit older, becoming more diverse, the diverse populations are younger. It is very encouraging to see diversity increasing in Inver Grove Heights.

Additional information that was also done and briefly described include:

- Workers by Industry
- Occupational Group

Labor Force Statistics with Inver Grove Heights:

- There was an unemployment spike during COVID-19 in the spring months of 2020.
 - Down to 2.5% unemployment rates in Inver Grove Heights. Represents about 500 unemployed persons that are actively looking for work.

He suggested reaching out to the office if wanting unemployment figures, Labor Force figures, and information by demographics.

When looking at Labor Force Trends:

- In the State of Minnesota, the total Labor Force size pre-Pandemic to current has dropped by about 87,000 persons in Dakota County.
- Dakota County's Labor Force is down by about 7,500.
- Inver Grove Heights Labor Force Pre-Pandemic to now, is down to about 700.

These are not trends unique to Inver Grove Heights but is something when looking at hiring demand and the tight labor market, trends with aging, and with diversification.

Another thing to take into consideration is transportation, childcare, and affordable housing.

For the City of Inver Grove Heights in the 2020 Census there are 35,800. It is a growing city that is becoming more diverse.

Councilmember Murphy asked what the theory was on the decrease in individuals reporting at roughly 8-10 years and younger. He questioned if it was smaller families. Mr. O'Neill replied it could be, but he could check, and suggested Councilmember Murphy reach out to the office, and they could get that information for him.

Mayor Bartholomew asked the Community Development Director what the next step was. How they were going to relate this to Employers that are looking or Schools that are looking for partnership. Community Development Director Rand responded they have some of this data but need to update it on the city website. Staff would continue to have conversations with the River Heights Chamber and the

School Districts, which are well aware of the changes. If there is anything the Council would like Staff to do in presenting this information, Staff is open to their thoughts and suggestions.

Mayor Bartholomew addressed Mr. O'Neill and said he appreciated the information. He asked if the information would be made available to Staff and Staff would make it available to anyone that would like a copy. Mr. O'Neill responded yes.

Mayor Bartholomew mentioned he has a lot of questions just looking at the raw numbers. Mr. O'Neill responded that employment numbers can also be looked into, that could be broken down. There is also information about Industry Statistics: Firms, Total Payroll, Average Weekly Wages, and Trends for Establishments located in Inver Grove Heights or Dakota County.

Mayor Bartholomew stated that information is available. Please contact Community Development Director Heather Rand or City Clerk Becky Kiernan.

2. Progress Update on the Dakota County Regional Roadway System Visioning Study - City Project No. 2018-17

Public Works Director Brian Connolly mentioned that he started two weeks ago, this is his first Work Session. Tonight, Staff has members from Dakota County and the Consultant from Kimley Horn in attendance to provide an update of the Dakota County Regional Roadway System Visioning Study. He stated in October 2021, the Council approved entering into a Joint Powers Agreement (JPA) with the City of Eagan and Dakota County to update the Regional Roadway System Visioning Study. This study was first completed by the County in 2010, this is the first chance they have had to update it. He said both Erin Labaree from Dakota County and JoNette Kuhnau from Kimley Horn would be presenting.

Erin Labaree, Assistant County Engineer with Dakota County, introduced herself.

JoNette Kuhnau, Consultant Project Manager from Kimley Horn, introduced herself.

Ms. Labaree stated she would be giving an overview of the Regional Roadway System Vision Study Update that was originally completed in 2010. She said she would give a high-level overview of the Study, and JoNette would be discussing the Traffic Analysis and Forecasting that is being worked on and the Schedule for the Study.

Ms. Labaree began with the Project Overview:

Study Area:

- Study area includes Eagan, Inver Grove Heights, Mendota Heights, and Sunfish Lake.
- Bounded by Trunk Highway 62 on the north.
- Diffley Road on the south.
- Trunk Highway 52 on the east.
- 35W/Lexington Avenue on the west.

This is the same study area that was done in 2010.

Need for Project:

The original Roadway Visioning Study that was done in 2010 had a long-term vision for the transportation network that projected out 20 years looking at potential impacts that development and growth that the city would have on the transportation network.

It looked at:

- Potential congestion areas and safety areas resulting from growth and what mitigation efforts would be needed to support growth through the city and on the transportation network.
- Since the original study was completed there has been significant growth and development in the city with some roadway projects being started. This includes:
 - Lone Oak and 70th Street project (ongoing)
 - Viking Lakes Development
 - Trunk Highway 55 and Argenta Intersection

Since the 2010 Study, the Comprehensive Plan has been updated. With the 2030 Studies, have seen a trend that less intense land use is being planned for resulting in traffic projections being less than what they are all planning for. They recently completed their 2040 Transportation Study for Dakota County and noticed a decrease in traffic projections throughout the County Roadway System. Due to these changes, they determined it was time to update the original study, look at the recommendations made back in 2010, see if they are still valid and if they need to include new recommendations.

Study Goals and Objectives:

Goal:

- Support the future growth and development in the cities and gain support from the affected jurisdictions including the cities in MnDOT.

Objectives:

- Meet existing needs on the roadway network.
- Planning for additional capacity needs as they see development occur and changes in the land use system.

The Study will be a planning level document that can be used to optimize future investments as they program 5-year plans and even further into the future.

Optimize Investments:

- Access to the Regional Transportation System.
- Spacing on arterial roadways.
- Looking at how any potential recommendations for expansion or interchange improvement would impact local roadway networks through existing neighborhoods.
 - Limit as much as possible.

Project Scope:

- Looking at 2040 baseline traffic numbers.
- Looking beyond at an ultimate buildout and what that might look at.
- The Study would look at:
 - Recommendations made in 2010.
 - Current and future land use.
 - Incorporate those into the alternatives that are evaluated.
- Recommendations:
 - Planning level.
 - Indicate any expansion needs on the roadway network.

- Looks at major intersections, capacity at those intersections, interchange improvements; specifically looking at the Argenta and 494 area.
- Timing of any potential recommendations or projects would not be addressed in that Study. It would be driven by development as it occurs through the city and as traffic grows.
- Will not provide details of a design level.

She mentioned at the public engagement there were a lot of questions about property impacts and roadway alignments. That is not the level of detail they are getting at; it is looking at expansion needs.

Project Process:

- At the start of the project, data was collected from cities and MnDOT for traffic and land use information.
- A Public Meeting was held in the fall to introduce the project to the public and the Agencies involved.
- Currently looking at doing traffic modeling and various scenarios.

From this point:

- Develop alternative recommendations.
- Develop a Draft set of Guidelines.
 - At this point they would come back to the public for engagement with cities to get input on the Draft recommendations.
- Have a final Study adopted.

Ms. Kuhnau stated they are in the analysis phase of the Study. There are initial findings as they are looking at land use and forecasting that informs/frames what might come out of the Study, which is being shared this evening. As they look at development trends and what the forecast land uses are, the previous study was based on 2030 forecasts. They are now looking at 2040 which is consistent with the Comprehensive Plans of cities and Dakota County.

- There are more households forecasted for 2040 compared with what they had in 2030.
- On the employment forecast, they see less retail employment than what was forecasted previously and more non-retail employment.
- This says, for example: Residential does not generate the same level of traffic as retail or office uses.
- Looking out to 2040, they are seeing traffic forecasts that are lower than what was previously forecasted.

Previous study looked at 2030 forecasts, now looking at 2040 forecasts:

Changes by different roadway types.

Beyond the 2040 Forecast - Households. A map was shown illustrating where the residential development is forecasted to happen by 2040.

- The dots depicted in blue show the residential development expected by 2040.
- The red dots identify beyond 2040. This says that the 2040 development is most of the way to being built out. There is only a small amount of residential development after 2040.

Mayor Bartholomew referenced the map shown and requested the boundaries of the area they were looking at. Ms. Kuhnau responded 494 is on the top of the map, 35E is on the left side, Highway 52 is

on the right, diagonally along the bottom is Highway 55 and 149. Public Works Director Connolly mentioned the far east/right side is actually Highway 3/Robert Street.

Ms. Kuhnau displayed a map depicting Retail Employment.

- Similar to the trend with households, expect most of the retail to be completed by 2040 with some retail development beyond 2040.
- To note: When talking about retail employment and how it relates to traffic forecast, it is land uses that generate customers.
 - Can include service type offices. Not just retail stores, includes other types of businesses that have people coming and going throughout the day.

Non-Retail Employment:

- Much of the non-retail employment, the black dots, depict what already exists.
- Noticed in terms of development, it transitioned away from multi story office, which was in some of the 2030 land use plans.
- Toward more warehouse and industrial uses, which generates traffic at a lower rate than multi story office.

Alternative Transportation Improvements:

A map was shown of the full study area with 35E on the west, 494 at the top, and Highways 55 and 52.

- 18 different improvements were identified that they are evaluating to understand whether they are needed.
- This includes all recommendations from the previous 2010 Study that have not yet been implemented. For example:
 - The proposed interchange at 494 and Argenta
 - Expansions on Highway 3
 - Number of lanes and the interchange, 149 and 494

Schedule:

- Currently in the analysis phase. Evaluating alternatives.
- Expect to bring more findings from the analysis out to the public and to each of the cities this spring as they move towards developing recommendations for the updated vision.
- Back before the Council sometime this spring.

Mayor Bartholomew referenced the map shown and said there were 17 or 18 spots. He asked if each one of those would be analyzed in further detail for need, traffic analysis, and the size improvement contemplated. He asked if he was correct that every one of those would be touched. Ms. Kuhnau responded that was correct. They are looking all 18 improvements and testing each one of them to identify if it is something that is still needed. In some cases, there may be two improvements analyzed and may need one or the other but not both. Those are the types of things they are looking at as they go through the traffic forecasting and analysis.

Mayor Bartholomew asked if public input/comment takes place after the analysis. Ms. Kuhnau replied yes, they plan to have another public open house this spring where they would present the analysis, some of the findings, and allow public comment. They expect to be out to each of the cities again to solicit their comments which would then lead to the final recommendations.

Mayor Bartholomew mentioned he looks forward to further information as it comes along. He requested that any updates get out to the public as quick as possible, notice of meetings, notice of input, or further study possibilities. He said they would look to their communication team to keep the Council and community apprised.

Mayor Bartholomew noticed that County Commissioner Atkins was in attendance and asked if he had anything to add regarding transportation.

Joe Atkins, 2463 78th Street, said he represents a large portion of Inver Grove Heights, but not most of this area. He said it is critical to the future of the Community. He mentioned as patterns are set out for future development, those at the County want to make sure they are good partners with this city and the City of Eagan, anticipating that there are going to be funding needs. For example, 117th Street. He said the farther out they can get ahead of things like this the more likely it is that they can get it appropriately funded, not just through City and County, but other possible partners as well. He said they appreciate the working relationship they have with the city and look forward to continuing.

Mayor Bartholomew appreciates the County's input and their relationship with the city.

3. Extension/Alignment of 65th Street from Robert Trail to Babcock

City Administrator Wilson stated this Agenda Item is definitely a challenging one. It is a subject discussed by various Inver Grove Heights City Council's over the years, many times, without resolution. It is one that asks to balance the competing desires and interests of the current day with those of the future. When talking about building roadways, particularly collector streets and arterial streets, they always reach a point where decisions made at a specific point and time affect the roadway structure for 10, 20, 50, even 80 years further out. Once development happens and parcels start to split down into individual single-family lots, there is little to no chance to retrofit for roadways and collector streets. She said that is another thing that makes this one difficult because they need to get it right the first time.

She stated the section they are discussing is 65th Street. She displayed a map of the area stating the yellow area shows approximate existing roadway. It is completed from Babcock east to Cahill, including a crossing over Highway 52. 65th is one of about 6 places in the city where there is an opportunity to cross over Highway 52. It exists from Robert Trail to the west. About 2/3 of what is on the map exists and is drivable today. The remaining connection out to Argenta is currently under construction. Contracts are out, work has been done, work will continue through this upcoming construction season. The middle section, the connection between the east side and the west side is what Staff would like to spend time discussing.

City Administrator Wilson said the Feasibility Study for this project was first ordered in 2016 and languished for quite a while. It was brought to the City Council in March 2020 just as the Pandemic was hitting. She said in reviewing the meeting minutes from March 9, 2020, the Council discussed COVID at the beginning of the meeting and then proceeded to discuss this subject along with other business items. She said there was a presentation of a Feasibility Report completed by WSB on March 9, 2020. After a lot of questions and discussion from the Council it was tabled until July 2020. At that time, it came back briefly with Staff saying they had conducted resident meetings and that it was hard to do

those meetings during the Pandemic. Staff said they had more yet to do and asked for additional time. It was brought back in November 2020. At that time, the Council received a Tree Study about the impacts of the future roadway on some high valued trees in the area and no further action on the Feasibility Report was taken. There is not an adopted Feasibility Report for this stretch of roadway.

She stated this section of roadway has a lot of challenges such as topography, cost, and tree removal. These are items they have struggled with throughout the northwest area when trying to tackle development. She mentioned she has observed in her short time here, that there is clearly a reason why this section of town is developing last, it is because it is a hard challenging section to develop. She said she has asked Staff and the Consulting Engineer to do tonight, is to take a step back from what those here when the Feasibility Report was presented saw, which was a comparison of the specific details of Options A, B, and C, about the alignment of the road. They are going to try to take a step back and talk about why this roadway connection is important and why it is needed. A continuous 65th Street has been called for in numerous City and County Transportation and Land Use Planning Documents for many years. It is in the 2010 Study they are working on updating now and in various Comprehensive Plans. The goal tonight is not to argue that the city should build it simply because it is in a plan somewhere, but to share why this segment of roadway is in that plan in the first place. What function would it serve, what benefit would it bring, and equally important, what is the potential or likely impacts of not building it, or at least continuing to plan for its construction. She said Staff is not seeking any votes or final decisions this evening but are hoping for robust discussion and a clear indication of where the Council is at regarding this roadway segment and what additional data/information is needed to bring about a final decision in the near term.

She said from looking at the minutes from the Council discussion when the Feasibility Report was first presented about two years ago, there was some discussion about why they were talking about this, there was not any current development proposed adjacent to the roadway, is not this a bit premature. She said they do have some development proposed and could almost argue they may be behind a little bit on this at this point. She referenced the Summergate Development, a roughly 77-acre parcel that would be bordered on the north by a future 65th Street extension and take up almost 1/3 of that segment. There is active development activity on that parcel. If the city wants easement for future 65th Street, connections, and/or wants development to share in a future cost of 65th Street, we are going to have to come to those conclusions and decisions in the coming weeks and months. That is one of the main reasons it is back in front of the Council this evening. It is no longer a theoretical discussion, much more of something they are going to have to make a decision on.

City Administrator Wilson welcomed Brad Reifsteck, from WSB and said that Brad completed the original Feasibility Report for the city and would be walking the Council through some of the engineering information.

Brad Reifsteck, Senior Project Manager at WSB, said he was here to present the Northwest Area Collector Street Study Revisited. He has been working with the city over the past several years on the Feasibility Report and some planned street improvement projects for the 65th Street corridor. He said he would be giving background information on the Northwest Area Collector Street, details about the 65th Street Corridor, discuss conclusions, and open it up for discussion with the Council.

Background:

The northwest area of Inver Grove Heights is a very important region for the city and has been studied extensively for more than two decades. The studies included:

- Natural Resources
- Alternative Urban Area Review
- Transportation Studies
- Hydrologic Studies
- Comprehensive Planning for the City of Inver Grove Heights and the City of Eagan

The Northwest Collector Street Study was a compilation of all of this work.

- It was a comprehensive and collective effort that represented the vision of local Officials, relevant Agencies, Stakeholders, and the general public for addressing the transportation needs of the northwest area including the 65th Street Corridor.
- The northwest area near the 65th Street Corridor is bound by the City of Eagan on the west and Babcock Trail on the east.
- 65th Street east of Babcock Trail is an existing 42-foot-wide roadway and is designated as a community collector.
- 65th Street west of Trunk Highway 3 is also a 42-foot-wide community collector and mostly completed except for the last 600 feet which would be completed this year, by the County as a part of the County's Argenta Trail project.
- The middle segment between Trunk Highway 3 and Babcock Trail is currently in the feasibility phase which is one of the first steps prior to the city ordering any improvements.

65th Street Corridor:

- Why are we here
- Why is the 65th Street Corridor planned
- Why is it needed
- What important purpose will it serve

Why is it planned:

- Each of the studies prior to the Northwest Collector Street Study dealt with a specific facet of the northwest area ranging from development scenarios to the regional roadway system.
- The one component that was not specifically addressed in any detail was the identification of a Collector Street Plan to serve the area.
- The Collector Street Study mapped out the community collectors and neighborhood collectors in more detail by:
 - Identifying horizontal and vertical alignments
 - Access points to the regional transportation system
 - The appropriate size of the roadway based upon traffic projections generated by the growth in the area
- The city needed to develop a plan for a collector street network in the northwest area to direct future development and to guide public transportation systems needs during the development review and approval process.

Why is it needed:

- In developing a collector roadway system there are certain design standards and guidelines that have to be met and followed such as:

- Access spacing
- Roadway size
- Sight distances
- Other important factors include:
 - Potential impacts to nearby properties
 - Extreme topography and terrain in the northwest area and its natural resources

All of these important factors, including the public involvement, help in determining the final routes. Planned routes are needed to provide excellent access to the neighborhood with routes that are coherent and connected. City Staff uses the plan as a guide as land develops. Planned routes do not always get built on the same alignment, the alignment evolves during the feasibility and final design phase of the project.

He referenced a map of the area indicating the blue line which reflects the proposed/planned 65th Street. The Argenta Trail planned route was pointed out as well as Agate Trail and Alverno Avenue. He stated as noticed on the map, planned routes do not always get built exactly as they are planned.

Middle Segment of 65th Street:

- 65th Street east of Babcock Trail is currently a 42-foot-wide collector street.
- The segment west of Trunk Highway 3 is mostly built and will be completed as a part of the Argenta Trail project.
- The middle section is the last section that has not been built.

A topography map of the area was shown. He said as they can see on the map, there are many constraints to building this segment.

- There is open space or park reserve property that the City of Inver Grove Heights owns depicted in green.
- There is an existing neighborhood just south of the planned route of 65th Street.
- There is a large gas pipeline that runs diagonally through the parcel from Babcock Trail all the way over to Trunk Highway 3.
- On the east end there are challenges:
 - The blue area is an environmentally sensitive area, it is an Oak Savannah. It is the area they went out and inventoried as a part of the Tree Inventory they did for the city.
 - With the Tree Survey, there were approximately 250 trees that were identified, with only 6 of the trees being Heritage Trees.
 - There is a large ravine that is outlined in red which would be very difficult to navigate unless a bridge, land bridge, or some type of structure is built across it.

Overall, the alignment for 65th Street has not significantly changed over the years because the planned alignment is the one that offers the most access to adjacent lands in this area.

Conclusions:

- The collector street network in the Northwest Area, 65th Street, was planned in part to accommodate good access to adjacent properties, provide excellent access to the traveling public, public safety, and neighborhoods, and would be used as a guide by city Staff as land development occurs.
- 65th Street would serve the region as an east/west collector and will ensure development in the area is completed in a coherent and connected manner.

Councilmember Murphy asked when referring to current alignment, if Mr. Reifsteck was talking about the dotted line that went straight across. He mentioned it was stated that the current alignment allows for the best access to adjacent properties. Mr. Reifsteck displayed a map and responded the dashed line shows the planned alignment. This is the best alignment that would provide access to nearby properties.

Councilmember Piekarski Krech said the road is feasible. She questioned when looking at the topography and other things in the area, if it was financially wise to do it this way. She looks at the destruction of some of the natural areas that is going to occur, and that Mr. Reifsteck spoke of a land bridge and the different things that would have to happen. She understands almost anything can be engineeringly feasible in some way. She asked if it made financial sense to complete this road this way.

City Administrator Wilson replied that brings the question if there were more financially feasible ways to access these parcels. She said there is a citizen submitted drawing as another way to provide road access to these parcels so that they might develop. It does not build an east/west collector street through the parcel. She said the Council may have also had this shared with them by the same person that shared it with her. She pointed out South Robert Trail, 494 on the top, and Babcock to the right, the eastern side. She pointed out an existing neighborhood of single-family homes, a parcel that the Council recently re-guided in the Comprehensive Plan which Staff anticipates a Development Application very shortly. She showed the Canvas Development located at the corner of 70th and Robert. She stated with this proposal someone would come across the 65th that is existing and instead of continuing straight, the road would pull them down south onto neighborhood streets that connect down into Canvas and go into streets that go out onto 70th. It provides a way to connect up to potential single-family development to the north of the 65th Street alignment. She said she did not have the engineering credentials to give an engineer's perspective of this but from a Staff perspective, this plan provides some attractive features. It goes around some of the more sensitive natural areas and leaves an area open.

She mentioned that as this plan was shared with her, it consists of entirely neighborhood streets. Neighborhood streets are paid for by the Developer when they develop a property. A collector roadway would have shared cost between bordering developments and the city. She said one might look at this and say it saves the city a lot of money, is more financially cost effective for the city than the alternative plan. Building out an area entirely with neighborhood streets presents its own challenges. A street system like this allows a person to get a car into the driveway of each and every one of the single-family homes. Many times, people are driving further past more single-family homes, creating more traffic in front of those streets, more potential conflict with someone backing out of a driveway, riding a bicycle, or walking a dog, because every road has all of these access points, driveways up and down it. When putting in a collector street it generally has other roads crossing it and the occasional driveway or two that cannot be planned around. For example: to reach a future single-family home if 65th Street existed, you could come across 65th Street from either place, turn north onto a street, and turn into that driveway.

She stated under the plan shown, if coming from the south on Robert, or Argenta, they would have to come down and go through all of the residential houses and turn and go up past more driveways,

around, and then up, to get into the same driveway. It is not just the driver of the vehicle of the person who lives in the house, it is School Buses, Mailmen, Door Dash delivery drivers, snowplows, and emergency vehicles, to get there. She mentioned for example, picture building a house; houses are built with a lot of studs to create the walls, they also have support beams and other portions of the structure that carry the load of the roof. If trying to build a house entirely with studs, it would not hold up, it is not strong or robust enough. If trying to build out a city street network only with neighborhood streets and skip the collectors and arterials, you would come up with a network that does not hold up in the same way. She stated that was the real challenge in trying to build out in this way. She said she was not here to say this type of structure would not be less expensive to the city. It would be less expensive. She questioned if it was the right thing to do for the development of the city 20, 30, or even 50 years from now. With a network like this, without the supporting collectors and arterials, there would be residents here complaining to future City Council Members about the cut through traffic and speeding by their driveways, by people who are in a hurry to get someplace in this web of neighborhoods. At that point it would be very difficult, if not possible, to retrofit that situation and provide a collector that was not provided when the land developed.

City Administrator Wilson mentioned another risk that is run into with something like this for example, would be if driving down 65th Street today headed east towards Robert, and there is a street here, people would continue across that street. People are accustomed to going a certain speed, they are headed for a destination somewhere. Now all of a sudden, they are dumped into a neighborhood/residential street with driveways, kids, and dogs, conflicts that exist in that type of area. It does not function as a well-done street. She responded there are more financially effective ways to build out a road network in this area. The challenge is to balance the need to be fiscally responsible with the need to plan for the long term of the city. This presents challenges in that area.

Mayor Bartholomew said there is no doubt the challenges are here and there are many. When he hears things, such as cost and when the County spoke of the study and stated that traffic needs have been on the decrease. He asked if they are prudent in the fact that this is needed. He hears that it is. He said if this were a lake, would they build a bridge across it, he did not know if they would. He mentioned the elevations are going from 40 foot low to 40 foot high, they have an elevation that is just insurmountable with the land bridge. There are natural resources they try to protect with the sedge meadow. They also have a 35% proposed, when it is an \$11.5 million dollar project which was designed in 2017/2018 and when the feasibility was made. In year 2021/2022 when the proposed road comes, it is going to be much higher than \$11.5 million. He mentioned they are contemplating a 35% assessment to property owners and minimal access. He asked about the benefit analysis. He questioned how they know the major property owners and people that are abutting this and are facing the assessment, how do they know it is justified. Those are things that he struggles with. There are rooftops in there now that are already in place and projects coming through with Summergate. His concern was cost, how they assess for it, and the ultimate need. He said they have a Feasibility Study that is old. City Administrator Wilson said the Feasibility Study was completed about 2 years ago.

City Administrator Wilson said that was what Staff is looking for feedback from the Council on. If the Council wants to see a refreshed Feasibility Study using the latest traffic analysis. That might be a request the Council could make of Staff, that they could go back and take action on. She said the

Council may say to Staff and the Consulting Engineer that they want to see an alignment that reduces the amount of trees taken down to the absolute lowest, or they want to see an alignment that cost the least. Staff needs to know what it is the Council would like to see and look for. She said this cannot be placed on the shelf for another two years and still respond to the Development Application they believe is coming. Developments could come in and construct with planned connections to a future 65th. They could plat in a way that preserves this right of way and leaves open the option for the future. She said it was not a choice between spending \$11 million dollars six months from now and decide to do it and never do it at all, there are a bunch of options in the middle once Staff understands what the most pressing concerns are. She stated she will not promise that it can be built inexpensively with no environmental impact, that perfect world does not exist. It would be a matter of seeing what they value the most and trying to minimize or maximize the impacts depending on what the value is. She mentioned this is a Council decision. When a plat comes before the Council to develop in this area, and they are expecting one next to Canvas, the Council has the legal authority to plat that through with streets that do not connect to a 65th Street. Staff wants to make sure they have provided the Council with all of the information needed and a full discussion of the issue before that would happen.

She stated what is depicted in WSB's map is a straight line across. That shows the alignment of 65th. It is projected if 65th were built there, there would be at least one or possibly two north/south streets running through. Not necessarily straight shots as noted in WSB's presentation. It is estimated as to where they might be and may shift a little bit the other way or the curve becomes more severe. If this were built, there is very much a plan that it would be used to access future development in the parcels to the north, the Summergate parcel, and the parcel between the road corridor and the Canvas Development. The road currently dead ends and would presumably continue up as development happens. This is not on any set timetable, but as parcels come in at some point in the future to the north. There is a plan for access to the developing areas.

Councilmember Gliva asked if there was any knowledge if Summergate has spoken with the gentleman on the plan that was plotted. She asked if they had an opinion. City Administrator Wilson responded they do not know what it is formally. The rough concept drawings they shared with the city was at the time they asked for a Comprehensive Plan re-guiding. It showed a north/south street coming up through the development and connecting to a future 65th and planned on a future 65th. She felt it was fair to assume it was because the Feasibility Study had been published to the website. It was exactly why they do Feasibility Studies to signal to the development community that this is what a city or a County forecasts or foresees there. She said that is not to say that they would not be opposed to putting 65th Street in. There is a very real cost to this street.

Councilmember Murphy said he sees the importance of the connection of 65th Street. He is concerned about the cost. He felt they should have done 65th Street before they had done a lot of different things. With the new and proposed developments that are going in, he felt like a little more information was needed if looking to connect the streets such as; what the routes would be, what would they run into, what were the alternative routes. He questioned if it were something they could get in a timely fashion. City Administrator Wilson responded the Feasibility Study shows 4 or 5. It varies on how the connection comes through. Staff can get that Feasibility Report to him. She said the Feasibility Report also proposes a phasing and breaks down a cost as to how it might be extended through to a certain

area and a future phase. She said the city owns road right of way on the northern edge of the existing single-family development. She was unsure if it was wide enough. Additional right of way would need to be acquired. She mentioned that the different routes vary slightly because they are connecting up with an existing street on the east and west side. There is only so much creativity you are going to get when you are bound to where you are going to come out on either end.

Councilmember Murphy said earlier it was mentioned that maybe the Council wanted a new Feasibility Study. He questioned what that might show. He meant a new one versus one that is two years old. City Administrator Wilson responded it was completed in March 2020. It would probably be considered an updated Feasibility Study versus new because the ground and terrain has not changed. She said they all know this Pandemic has impacted traffic patterns. Staff is left trying to guess how permanent they are versus what their patterns might be 20 or 30 years from now.

Mr. Reifsteck said the only thing he can think of is possibly exploring the western side of 65th Street. They did take a look at a few options on the eastern side. It makes it difficult to try to find any alternatives west of the middle section parcel with Harmon Park Reserve on the north and the existing neighborhood to the south. The opportunity is probably more on the western side of the planned corridor.

Councilmember Murphy asked if he was referencing the western side before Robert Street. Mr. Reifsteck responded yes.

Mayor Bartholomew said they know they have some right of way access already; they are looking at a large significant area that they do not have right of way. He requested walking through a scenario above the new development Summergate, out to Robert Street. They do not have right of way/property. They would have to acquire access property, he requested getting a good handle on what that dollar amount was going to be for the right of way acquisition. He asked what the mechanisms were pertaining to someone that does not want to sell. He did not want a condemnation battle. He wanted to make sure the benefit to public good warrants that kind of action. He said he thought they needed a refresh of the numbers to what the overall plan is. He was fairly certain it was not \$11.5 million given the need to be conscious of the environmental impact to the large tree sedge meadow. He wants to make sure they have full knowledge of what it is going to cost to the environmental impact of that area. He urged Staff and the Consultants to get them closer to what they need to talk about. The urgency is upon them with a development that wants to develop. Having something on paper that shows where a street would go, what it costs, what the connections are going to be, is it prudent, can we pay for it, and what are the mechanisms needed for us to pay for it. He said there is 35% that is going to be assessed, that is a portion of this. There was other funding that he had discussed with the City Administrator in the past, MSA, those are committed and already out. He said they have a long way to go before they could even build that up.

City Administrator Wilson stated there is more work to do to determine how it would be paid for. One route they would look at would be how a section of 65th was paid for, what the percentages were, and what was found to be the benefits to the development on the north and south of this section of 65th. She said Staff can do that, Staff can work with the Consultants to update the estimated costs including

specifically right of way acquisition in areas it might be needed as well as construction costs. They can provide options for how it might be funded.

Mayor Bartholomew said he was familiar with the Feasibility Study but does not see clear access points to 65th. He said to make sure they have clear access to the north/south connections to 65th Street. City Administrator Wilson responded Staff could provide estimates, but those would be based on where the development comes in.

Mayor Bartholomew said those were his concerns, the Council needs to have those in front of them, the quicker the better.

Councilmember Gliva agreed with what has been said. She said it looks easy to put the yellow line across. It is a huge dollar amount to commit to. She mentioned when someone says land bridge, she felt like they really need to make sure they want to do that.

Mayor Bartholomew mentioned he does not want them looking at an area where they are going in with 30-foot-high retaining walls and up and down and up and down. That tells that the terrain may be insurmountable. He requested getting a better handle on what it is going to look like, what in fact the overall effect of going from an 80 foot or 40-foot-high grade with 60-foot trees on it, and what happens to the site elevation when looking at it when the trees are gone. He did not feel they touched on those important issues. He said these were some of the things they (Council) have to look at as a body and make sure they want to take the next step. There are some hard dollars to talk about and some hard property decisions to be made with the people that own property in this area.

Councilmember Piekarski Krech said it was possible to do. She questioned if they want this area to look like 70th Street does now, because that is what is going to happen. She would like to avoid that. City Administrator Wilson responded that 70th Street would not look like that forever. It will take years and years for it to grow back. Councilmember Piekarski Krech said it would never be what it was.

City Administrator Wilson said they have guided this for single family development, and it is in the MUSA area. There are conflicting forces. Councilmember Piekarski Krech mentioned they have a big chunk that is not in the MUSA too, the Arlene/Athena area is not in MUSA. City Administrator Wilson responded it is not. Between what has already been approved at Canvas, the numbers approved at Summergate, and a loose assumption of two units per acre in an area, they could be pushing 500 units of housing just on this side of it. Prior to Canvas starting to be built, there were maybe 5 units of housing in the area.

Mayor Bartholomew suggested discussion on avoiding the Arlene area that is out of the MUSA and see if they can work out a plan with north/south to the west of that area, the neighborhood that is out of the MUSA line. He asked if that was something they can look into. He asked if they are forced into that, with prior requirements to connect Arlene. He suggested finding out. City Administrator Wilson responded the Feasibility Report showed a phasing plan of bringing it to a location and then maintaining the ability of possibly going the rest of the way at some point in the future. Going that far provides access in

and out for the development. In some ways it delays the point at which way people get stymied from traveling east/west. It moves it further over.

Councilmember Piekarski Krech stated it puts all of that at 65th and Robert. Having known the people that have died at that intersection many years ago, it has changed a little bit, but not that much. To her the 65th and Robert intersection is a death trap if they start getting a lot of traffic coming through there. She said she does not see the State's plan. There are big gullies on each side of Robert Street there. She does not see them expanding Robert Street into something with turn lanes. She is very concerned about that whole intersection.

Public Works Director Connolly said he would refer to City Engineer Kaldunski because his tenure here has been short so far and he is still being brought up to speed on this issue. He said he knows that there have been a number of previous studies where there has been information provided with respect to potential development and traffic loads. He has seen the same Draft Feasibility Report that the Council has seen and recognizes there are a number of challenges with this corridor. There are a lot of things to weigh. He appreciated the feedback received this evening as it gives Staff more direction to kickstart the conversation and make determinations here hopefully in the near future.

City Engineer Tom Kaldunski mentioned that he is very familiar with the project. He said the feedback they received tonight would help them find out what the right thing to do in the end would be. It makes him think as they look at going forward. He said the Consultant, himself, and others, can start looking at the comments the Council has given Staff as direction and start looking at ways to reduce retaining walls, less trees, or concerns with safety at Highway 3. He said it seemed strange to think of a roundabout there, but there may be other traffic ideas such as a semaphore, or a proper traffic control at that intersection. This is something they could look at for costs or safety, it does add costs. He said he is beginning to sense that it might be a very good thing to have WSB do a virtual reality view of the road. They used that on the 70th Street project with the County. That became a very good way for people to envision the 3D effects, which is a big part of what he is hearing from the Council tonight. He said he could see something like that being a very good idea to consider. It does cost a little bit of money, but they are able to do things so much nicer with virtual reality items now. He suggests something like that as well.

Mayor Bartholomew said he would like some consideration given to the north/south connection to 65th. Something to the west from the new development that is coming, Summergate. Some kind of connection there that goes north/south, some type of planning of how that works. He requested the Canvas north/south there. When getting further down to the neighborhood out of the MUSA, they consider just a northern connection only, no connection into the exception neighborhood. If the time comes down the road that they want to connect, everybody wants to connect, there is an opportunity.

City Engineer Kaldunski wanted to make sure the Mayor was referencing Arlene. Mayor Bartholomew responded yes. City Engineer Kaldunski said he wanted to make sure he had the right road in mind. There are options to phase a lot of things. Phasing is definitely something for them to consider.

Mayor Bartholomew suggested reaching out to Councilmember Dietrich to see if she has any concerns and would like to add some thoughts to this. City Administrator Wilson responded that Councilmember Dietrich has indicated she would be viewing tonight's tape after the fact. She said she would make sure to connect with her and get her thoughts. Mayor Bartholomew suggested getting the bullet points of what the Council has discussed.

City Administrator Wilson stated she does not have anything else to share. She has made a list as the Council has talked. She believes that Public Works Director Connolly and City Engineer Kaldunski have as well. She mentioned it is helpful to Staff as to where to go next and how to help the Council move towards a decision.

B. Adjourn:

Motion by Piekarski Krech, second by Gliva, to adjourn the meeting at 7:31 p.m.

Ayes: 4

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sheri Yourczek.



TITLE: Disbursements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of February 9, 2022 to February 22, 2022.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending February 22, 2022. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$507,755.92
Debt Service & Capital Projects	74,527.65
Enterprise & Internal Service	419,117.08
Escrows	5,698.20
	<hr/>
Grand Total for All Funds	<u><u>\$1,007,098.85</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period February 9, 2022 to February 22, 2022 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-033

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 22, 2022**

WHEREAS, a list of disbursements for the period ending February 22, 2022 was presented to the City Council for approval.

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

General & Special Revenue	\$507,755.92
Debt Service & Capital Projects	74,527.65
Enterprise & Internal Service	419,117.08
Escrows	5,698.20
Grand Total for All Funds	<u><u>\$1,007,098.85</u></u>

Adopted by the City Council of Inver Grove Heights this 28th day of February, 2022.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 2/9/2022 - 2/22/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0130753	02/11/2022	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	968.76
AFSCME COUNCIL 5	INV0130754	02/11/2022	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	80.72
ASPEN MILLS	288547B	02/17/2022	PD uniform/clothing	101.42.4000.421.60045	303.84
BERGERSON-CASWELL INC	30659	12/31/2021	2021 irrigation blow outs	101.44.6000.451.40050	2,520.00
BILL HICKS & CO., LTD	6395205-00B	02/17/2022	Ammo	101.42.4000.421.60018	15,991.70
CAMPBELL KNUTSON, P.A.	12/31/2021	12/31/2021	Attorney Fees	101.41.1100.413.30700	8,786.00
CDW GOVERNMENT INC	R659160B	02/17/2022	Replacement monitors	101.47.1400.413.60041	492.12
CHAMPION WINDOW CO.	2/8/2022B	02/17/2022	Permit refund	101.45.0000.3221000	236.00
CITY OF SAINT PAUL PARK	1/11/2022B	02/17/2022	Tactics Training	101.42.4000.421.50080	3,000.00
CIVICPLUS	220902B	02/17/2022	Webmaster services	101.41.1300.413.30700	6,332.47
COLLINS ELECTRICAL CONST.	2130609.01	12/31/2021	Streetlight replacement	101.43.5400.445.40042	5,353.33
CULLIGAN	98459100 1/31/2022B	02/17/2022	Bottled water equipment fee	101.42.4200.423.30700	5.28
CULLIGAN	98603467 1/31/2022B	02/17/2022	Water for Station 2	101.42.4200.423.60065	100.06
DAKOTA COMMUNICATIONS CENTER	IG2022-03B	02/17/2022	March 2022 fees	101.42.4000.421.70502	58,638.60
DAKOTA COMMUNICATIONS CENTER	IG2022-03B	02/17/2022	March 2022 fees	101.42.4200.423.70502	6,515.40
DAKOTA CTY PROP TAXATION & RECORDS	11/3/2021	12/02/2021	Document recording	101.45.0000.3413000	92.00
DAKOTA CTY PROP TAXATION & RECORDS	2/3/2022	02/17/2022	Document recording	101.45.0000.3413000	46.00
EFTPS	INV0130113	02/07/2022	FEDERAL WITHHOLDING	101.203.2030200	1,300.99
EFTPS	INV0130115	02/07/2022	MEDICARE WITHHOLDING	101.203.2030500	354.80
EFTPS	INV0130116	02/07/2022	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,517.14
EFTPS	INV0130775	02/11/2022	FEDERAL WITHHOLDING	101.203.2030200	63,906.56
EFTPS	INV0130777	02/11/2022	MEDICARE WITHHOLDING	101.203.2030500	17,666.62
EFTPS	INV0130778	02/11/2022	SOCIAL SECURITY WITHHOLDING	101.203.2030400	48,496.86
EYEMED	165137136	02/17/2022	Premium 2.2022	101.203.2032700	241.30
EYEMED	165137138	02/17/2022	Premium-Cobra 2.2022	101.203.2032710	8.83
FIRST IMPRESSION GROUP, THE	124476B	02/17/2022	Insights printing and binding	101.41.1300.413.50032	6,810.00
FIRST IMPRESSION GROUP, THE	125474B	02/17/2022	Business cards	101.42.4000.421.50030	335.00
FIRST IMPRESSION GROUP, THE	125895B	02/17/2022	Business cards	101.43.5000.441.60070	60.00
FIRSTSCRIBE	256537	02/17/2022	ROWay web application	101.43.5100.442.40044	250.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	101.42.4200.423.40020	1,006.52
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	101.43.5200.443.40020	91.47
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	101.43.5400.445.40020	835.76
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	101.44.6000.451.40020	930.75
GRAINGER	9199846768	02/10/2022	plumbing repair parts	101.44.6000.451.40040	33.33
GREENE ESPEL PLLP	85170	02/17/2022	Legal Pine Bend Landfill	101.41.1100.413.30700	612.00
ICMA RETIREMENT TRUST - 457	INV0130746	02/11/2022	457 - ROTH AGE 50+	101.203.2031400	191.73
ICMA RETIREMENT TRUST - 457	INV0130747	02/11/2022	457 - ROTH AGE 50+	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0130748	02/11/2022	457 - ROTH AGE 50+	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0130749	02/11/2022	457 -AGE <49 %	101.203.2031400	8,280.60
ICMA RETIREMENT TRUST - 457	INV0130750	02/11/2022	457 -AGE 50+	101.203.2031400	6,280.29
ICMA RETIREMENT TRUST - 457	INV0130751	02/11/2022	457 -AGE <49	101.203.2031400	8,021.00
ICMA RETIREMENT TRUST - 457	INV0130752	02/11/2022	457 PLAN -AGE 50+ %	101.203.2031400	1,549.93
ICMA RETIREMENT TRUST - 457	INV0130771	02/11/2022	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,548.05
ICMA RETIREMENT TRUST - 457	INV0130772	02/11/2022	ROTH IRA (AGE 50 & OVER)	101.203.2032400	819.23
ICMA RETIREMENT TRUST - 457	INV0130773	02/11/2022	ROTH-AGE <49 %	101.203.2032400	48.31
IDENTISYS	556999	02/10/2022	Identisys- New Software install	101.42.4000.421.70501	1,315.00
INSIGHT PUBLIC SECTOR	1100911881	02/10/2022	O365 license	101.47.1400.413.40035	2,167.85
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS, INC.	137050	02/10/2022	yearly dues	101.42.4200.423.50070	240.00
IUOE	INV0130763	02/11/2022	UNION DUES IUOE	101.203.2031000	1,397.44
KENISON, TERRI	1/31/2022	02/10/2022	cleaning of all three stations	101.42.4200.423.30700	1,600.00
L.T.G. POWER EQUIPMENT	265766	02/10/2022	chainsaw batteries	101.44.6000.451.60040	587.94
LELS	INV0130764	02/11/2022	UNION DUES (LELS)	101.203.2031000	2,442.00
LELS SERGEANTS	INV0130774	02/11/2022	UNION DUES (LELS SGT)	101.203.2031000	390.00
LIFE SAFETY SYSTEMS, INC.	83102	12/31/2021	St 2 alarm system monitoring fee	101.42.4200.423.30700	162.50
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	51646	02/10/2022	Logis-	101.42.4000.421.70501	2,275.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	51654	02/10/2022	monthly fee from LOGIS	101.42.4200.423.30700	526.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	51664	02/10/2022	Internet access	101.47.1400.413.40035	1,896.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	51677	02/10/2022	Server allocation	101.47.1400.413.30700	351.25
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	51724	02/10/2022	Laserfiche license and VPN Tokens	101.47.1400.413.40035	10,639.77
MACQUEEN EMERGENCY GROUP	P01421	12/31/2021	gas meters	101.42.4200.423.60040	910.00
MACQUEEN EMERGENCY GROUP	P01490	02/10/2022	gas meter	101.42.4200.423.60040	2,257.19
MACQUEEN EMERGENCY GROUP	P01498	02/10/2022	helmets for firefighters	101.42.4200.423.60040	4,581.76
MACQUEEN EMERGENCY GROUP	P01548	02/10/2022	gas to test gas meters	101.42.4200.423.40042	469.56
MADDEN GALANTER HANSEN, LLP.	1/31/022	02/17/2022	Labor relations services	101.41.1100.413.30430	220.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1479689	02/17/2022	Premium 2.2022	101.203.2031700	3,108.05
MEDSURETY ACH ONLY	INV0130761	02/11/2022	HSA ELECTION-FAMILY	101.203.2032500	3,535.82
MEDSURETY ACH ONLY	INV0130762	02/11/2022	HSA ELECTION-SINGLE	101.203.2032500	5,720.24
METROPOLITAN COUNCIL	2/2/2022B	02/17/2022	Jan 2022 SAC fees	101.41.0000.3414000	(422.45)
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0130756	02/11/2022	CASE #001490481201	101.203.2032100	316.30
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0130757	02/11/2022	CASE #001563363401	101.203.2032100	377.48
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0130758	02/11/2022	CASE #001567848502	101.203.2032100	60.45
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0130759	02/11/2022	CASE #001521862201	101.203.2032100	186.89
MN CHIEFS OF POLICE ASSOCIATION	12403	12/17/2021	MN Chief's Dennis	101.42.4000.421.50070	180.00
MN CHIEFS OF POLICE ASSOCIATION	12459	12/17/2021	MN Chief's - Decker	101.42.4000.421.50070	180.00
MN DEPT OF REVENUE (PAYROLL)	INV0130114	02/07/2022	STATE WITHHOLDING	101.203.2030300	589.99
MN DEPT OF REVENUE (PAYROLL)	INV0130776	02/11/2022	STATE WITHHOLDING	101.203.2030300	27,115.06
MN GLOVE & SAFETY, INC.	334439	02/17/2022	Insulated bib	101.43.5200.443.60045	99.99
MN LIFE INSURANCE CO	2/28/2022	02/17/2022	Premium 2.2022	101.203.2030900	3,901.73
MN LIFE INSURANCE CO	2/28/2022	02/17/2022	Premium-COBRA 2.2022	101.203.2030910	124.93
MN NCPERS LIFE INSURANCE	542000032022	02/17/2022	Premium 3.2022	101.203.2031600	272.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MUNICIPAL EMERGENCY SERVICES, INC.	IN1665801	02/10/2022	uniforms for Firefighters	101.42.4200.423.60045	3,840.82
NORTHERN SAFETY TECHNOLOGY INC	53520	02/17/2022	Butt plate & self adhering foam pad	101.42.4000.421.30700	48.25
OXYGEN SERVICE COMPANY, INC	0003514699	02/10/2022	OSC supplies	101.42.4000.421.60065	65.50
PERA	INV0130111	02/07/2022	PERA COORDINATED PLAN	101.203.2030600	1,590.54
PERA	INV0130112	02/07/2022	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	122.35
PERA	INV0130765	02/11/2022	PERA COORDINATED PLAN	101.203.2030600	48,525.26
PERA	INV0130766	02/11/2022	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	3,732.74
PERA	INV0130767	02/11/2022	PERA DEFINED PLAN	101.203.2030600	21.92
PERA	INV0130768	02/11/2022	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	21.92
PERA	INV0130769	02/11/2022	PERA POLICE & FIRE PLAN	101.203.2030600	25,593.26
PERA	INV0130770	02/11/2022	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	38,389.84
POTTERS INDUSTRIES INC	91359554	02/10/2022	reflective paint supplies	101.43.5200.443.60016	1,380.00
PRO-TECH DESIGN INC.	104067	02/10/2022	Door Access cards	101.47.1400.413.60041	269.67
RENEE DUBS ELLENA	21-5048	02/10/2022	PD recruitment flyer design	101.41.1300.413.30700	110.00
RENEE DUBS ELLENA	22-5070	02/10/2022	Design- Comm Dev handouts for leg. agenda	101.41.1300.413.30700	1,155.00
SENSIBLE LAND USE COALITION	1335	02/17/2022	Sensible Land Use registration	101.45.3000.419.50080	25.00
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71480615-Liquor license renewal	101.41.1100.413.50025	13.05
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71480852-Grateful Massage business license	101.41.1100.413.50025	17.10
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71481341-Ord 1420 Development connection fees	101.41.1100.413.50025	822.15
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71481365-budget summary	101.41.2000.415.50025	330.75
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71480819-Aeration system warning Lions Park	101.44.6000.451.50025	201.60
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71480704-IGH case 21-61 Kundla Property	101.45.3200.419.50025	81.90
STERLING CODIFIERS	14665	02/10/2022	Codification	101.41.1100.413.50030	413.00
TEXAS STATE DISBURSEMENT UNIT	INV0130755	02/11/2022	CASE #0012022247	101.203.2032100	230.77
UNIFIRST CORPORATION	900676857	02/10/2022	Uniforms	101.43.5200.443.60045	35.76
UNIFIRST CORPORATION	900676857	02/10/2022	Uniforms	101.44.6000.451.60045	14.24
UPS	000027914A052	02/10/2022	return of precise equipment	101.43.5200.443.60016	27.79
WI SCTF (WI SUPPORT COLLECTIONS TRUST FUND)	INV0130760	02/11/2022	PARTICIPANT ID#0004986316	101.203.2032100	433.06
WINGS FINANCIAL CREDIT UNION	1/20/2022	02/10/2022	Wings Financial- Investigations	101.42.4000.421.30700	22.00
Fund: 101 - GENERAL FUND					490,520.33
LIME VALLEY ADVERTISING, INC.	22011	02/10/2022	CVB site maintenance	201.44.1600.465.50025	100.00
RIVER HEIGHTS CHAMBER OF COMMERCE	11242	02/10/2022	CVB service contract	201.44.1600.465.30700	6,568.33
STACY ANN BROOKS	387	02/10/2022	CVB blog posts	201.44.1600.465.50025	225.00
Fund: 201 - C.V.B. FUND					6,893.33
FIRST IMPRESSION GROUP, THE	124901	12/31/2021	Dog Park Passes	204.44.6100.452.60009	185.00
TAHO SPORTSWEAR	22TS0255	02/17/2022	VB league shirts	204.44.6100.452.60045	317.50
Fund: 204 - RECREATION FUND					502.50
2ND WIND EXERCISE, INC.	21-070086	02/17/2022	equipment work	205.44.6200.453.40042	45.00
AEP ONSITE PARTNERS, LLC	419-21352907B	02/17/2022	Jan 2022 solar panels	205.44.6200.453.40020	805.48
AEP ONSITE PARTNERS, LLC	419-21352907B	02/17/2022	Jan 2022 solar panels	205.44.6200.453.40020	934.34
DAXKO ACQUISITION CORPORATION	INV154068	12/31/2021	2022 annual license	205.44.6200.453.50070	1,480.00
FIRST IMPRESSION GROUP, THE	124901	12/31/2021	VMCC Guest Passes	205.44.6200.453.50030	290.00
GRAINGER	9204045729	02/17/2022	maint parts	205.44.6200.453.60016	55.10
KIMBALL MIDWEST	9594595B	02/17/2022	Tools/shop supplies	205.44.6200.453.60012	30.03
KIMBALL MIDWEST	9594595B	02/17/2022	Tools/shop supplies	205.44.6200.453.60012	30.03
KIMBALL MIDWEST	9594595B	02/17/2022	Tools/shop supplies	205.44.6200.453.60040	266.79
KIMBALL MIDWEST	9594595B	02/17/2022	Tools/shop supplies	205.44.6200.453.60040	266.79
NAC MECHANICAL & ELECTRICAL SERVICE	193739	02/10/2022	Munter unit repair	205.44.6200.453.40040	1,753.00
NASSEFF PLUMBING & HEATING, INC.	38398	02/10/2022	VMCC quarterly PM	205.44.6200.453.40040	391.00
NASSEFF PLUMBING & HEATING, INC.	38398	02/10/2022	VMCC quarterly PM	205.44.6200.453.40040	391.00
THE METRO GROUP INC	PI794071	02/10/2022	vaporene/bromicide	205.44.6200.453.60016	2,726.50
TWIN SOURCE SUPPLY	495753	02/10/2022	cleaning supplies	205.44.6200.453.60011	187.35
TWIN SOURCE SUPPLY	495753	02/10/2022	cleaning supplies	205.44.6200.453.60011	187.35
Fund: 205 - COMMUNITY CENTER					9,839.76
METROPOLITAN COUNCIL	2/2/2022B	02/17/2022	Jan 2022 SAC fees	404.217.2170000	42,245.00
Fund: 404 - SEWER CONNECTION FUND					42,245.00
PARAMETERS LTD	57931	02/10/2022	storage fee for furniture St 2	434.42.4200.423.30700	66.67
Fund: 434 - 2014 IMPROVEMENT FUND					66.67
METZEN REALTY, INC.	1328	02/17/2022	Cheney Trail Rehab	440.74.5900.740.30700	7,000.00
SHORT ELLIOTT HENDRICKSON, INC.	419867	02/17/2022	Cheney Trl/Coffman Path	440.74.5900.740.30300	2,117.65
SHORT ELLIOTT HENDRICKSON, INC.	419868	02/17/2022	62nd and Bolland Trl Rehab	440.74.5900.740.30300	3,024.57
Fund: 440 - PAVEMENT MANAGEMENT PROJ					12,142.22
CITY OF EAGAN	12/1/2021	12/31/2021	4th Qtr 2021 Water & Sewer Charges - Stormwater	441.74.5900.741.40030	5,400.48
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	441.74.5900.741.40020	518.22
Fund: 441 - STORM WATER MANAGEMENT					5,918.70
LEAGUE OF MN CITIES	357678	02/17/2022	LMC - Stormwater contributions	448.74.5900.748.30300	1,280.00
STANTEC CONSULTING SERVICES INC.	1879629	02/10/2022	NWA Emergency Pumping Systems	448.74.5900.748.30300	100.00
Fund: 448 - NWA - STORM WATER					1,380.00
BARR ENGINEERING COMPANY	23190218.00-303	02/17/2022	landfill technical assistance	451.75.5900.751.30700	1,500.00
CITYGATE ASSOCIATES, LLC	30785B	02/17/2022	FD service evaluation	451.42.4000.421.30700	1,025.06
MESSERLI & KRAMER, P.A.	406933	02/17/2022	2022 Legislative Representation	451.44.6000.451.30700	10,250.00
Fund: 451 - HOST COMMUNITY FUND					12,775.06

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AUTOMATIC SYSTEMS CO.	37360S	12/31/2021	Upgrade to PLC system	501.50.7100.512.40042	49,100.00
CITY OF EAGAN	12/1/2021	12/31/2021	4th Qtr 2021 Water & Sewer Charges - Water	501.50.7100.512.40005	31,339.36
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	501.50.7100.512.40020	12,485.76
GOPHER STATE ONE-CALL	2010484	02/17/2022	FTP Tickets	501.50.7100.512.30700	180.90
GRAINGER	9199317091	02/17/2022	Fuses for WTP	501.50.7100.512.40040	88.20
HAWKINS, INC.	6114406	02/17/2022	Chlorine	501.50.7100.512.60019	9,247.43
HAWKINS, INC.	6115163	02/17/2022	chemicals	501.50.7100.512.60019	1,232.00
ULINE	144227713	02/17/2022	Water supplies	501.50.7100.512.60016	633.36
Fund: 501 - WATER UTILITY FUND					104,307.01
CITY OF EAGAN	12/1/2021	12/31/2021	4th Qtr 2021 Water & Sewer Charges - Sewer	502.51.7200.514.40015	29,369.69
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	502.51.7200.514.40020	335.03
Fund: 502 - SEWER UTILITY FUND					29,704.72
ADIDAS AMERICA INC.	6150070851	02/17/2022	2021 apparel for resale	503.52.8200.523.76200	97.33
ARTHUR J GALLAGHER RISK	4154991	02/17/2022	2021 Liquor liability Audit	503.52.8500.526.50014	812.00
GEMPLER'S INC.	INV0004490081	02/10/2022	shop supplies	503.52.8600.527.60012	404.14
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	503.52.8600.527.40020	58.78
MIDWEST WASH SYSTEMS LLC	11722	02/10/2022	parts and maint check	503.52.8600.527.40040	618.87
MTI DISTRIBUTING CO	1329079-01	02/10/2022	equipment parts	503.52.8600.527.40042	167.10
MTI DISTRIBUTING CO	1332604-00	02/10/2022	equipment parts	503.52.8600.527.40042	573.03
MTI DISTRIBUTING CO	1332604-01	02/10/2022	equipment parts	503.52.8600.527.40042	153.23
MTI DISTRIBUTING CO	1332604-02	02/10/2022	equipment part	503.52.8600.527.40042	77.12
MTI DISTRIBUTING CO	1333016-00	02/10/2022	equipment part	503.52.8600.527.40042	178.99
MTI DISTRIBUTING CO	1333367-00	02/10/2022	equipment parts	503.52.8600.527.40042	729.44
MTI DISTRIBUTING CO	1333367-01	02/10/2022	equipment parts	503.52.8600.527.40042	46.78
MTI DISTRIBUTING CO	1334154-00	02/10/2022	equipment parts	503.52.8600.527.40042	100.78
PING	16106910	02/17/2022	clubs for resale	503.52.8200.523.76250	726.48
SOUTH BAY DESIGN	Feb-22	02/17/2022	Jan & Feb site updates	503.52.8500.526.50025	855.00
Fund: 503 - INVER WOOD GOLF COURSE					5,599.07
LEAGUE OF MN CITIES INS TRUST	2/4/2022	02/10/2022	Insurance Premium 3/1-5/31	602.00.2100.415.50010	50,401.00
LEAGUE OF MN CITIES INS TRUST	2/4/2022	02/10/2022	Insurance Premium 3/1-5/31	602.00.2100.415.50010	5,150.75
LEAGUE OF MN CITIES INS TRUST	2/4/2022	02/10/2022	Insurance Premium 3/1-5/31	602.00.2100.415.50011	32,175.00
LEAGUE OF MN CITIES INS TRUST	2/4/2022	02/10/2022	Insurance Premium 3/1-5/31	602.00.2100.415.50012	11,621.75
LEAGUE OF MN CITIES INS TRUST	2/4/2022	02/10/2022	Insurance Premium 3/1-5/31	602.00.2100.415.50015	547.00
LEAGUE OF MN CITIES INS TRUST	2/4/2022	02/10/2022	Insurance Premium 3/1-5/31	602.00.2100.415.50016	2,234.50
LEAGUE OF MN CITIES INS TRUST	2/4/2022 40001322	02/17/2022	Workers Comp Qrtly Premium 3.1-5.1.2022	602.00.2100.415.50009	133,533.00
Fund: 602 - RISK MANAGEMENT					235,663.00
ABM EQUIPMENT & SUPPLY	0169737-INB	02/17/2022	Vehicle parts	603.00.5300.444.40041	1,036.83
BATTERIES PLUS	P48282309B	02/17/2022	Shop supplies	603.00.5300.444.60012	18.53
BATTERIES PLUS	P48338636B	02/17/2022	Shop supplies	603.00.5300.444.60012	37.06
CENTENNIAL GLASS	I00011734	02/17/2022	507 Parks pickup Windshield replaced	603.00.5300.444.40041	270.00
CUSTOM HOSE TECH	109727	02/17/2022	534 Lawn mower /plow repair replaced hyd hoses.	603.00.5300.444.40041	768.39
ENVIRONMENTAL EQUIPMENT & SERVICES, INC.	21967B	02/17/2022	Parts & installation labor	603.00.5300.444.40042	3,926.00
FACTORY MOTOR PARTS COMPANY	1-228300	02/17/2022	Stocked parts.Battery	603.140.1450050	149.90
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12201	02/17/2022	2021 Nov solar gardens	603.00.5300.444.40020	1,281.08
H&L MESABI	9413	02/10/2022	Curb Guard	603.140.1450050	1,765.00
HANCO CORPORATION	610735	02/10/2022	Shop supplies	603.00.5300.444.60012	43.40
INTERSTATE POWERSYSTEMS	C001181423-01B	02/17/2022	Filter kits	603.140.1450050	528.00
INTERSTATE POWERSYSTEMS	C001181424-01B	02/17/2022	Seal-oil	603.00.5300.444.40041	26.16
INTERSTATE POWERSYSTEMS	C001181513-01B	02/17/2022	Filter kit	603.140.1450050	528.00
INVER GROVE FORD	5308842	12/31/2021	Credit	603.00.5300.444.40041	(890.10)
INVER GROVE FORD	5309788	02/03/2022	Rear lamp for vehicle #508	603.00.5300.444.40041	95.46
INVER GROVE FORD	5309797	02/03/2022	Part interchange for vehicle #328	603.00.5300.444.40041	43.82
INVER GROVE FORD	5309978	02/03/2022	Oil indicator for vehicle #503	603.00.5300.444.40041	12.88
INVER GROVE FORD	6359651	02/03/2022	Diesel engine repairs	603.00.5300.444.40042	535.22
INVER GROVE FORD	5310623	02/10/2022	Rotor ASY - Brake	603.00.5300.444.40041	150.88
INVER GROVE FORD	5310686	02/17/2022	2022.Squad car in house repair replaced brakes.	603.00.5300.444.40041	316.71
INVER GROVE FORD	6359569	02/17/2022	503 Pickup outside repair.	603.00.5300.444.40041	2,253.71
I-STATE TRUCK CENTER	C242754294-01	02/10/2022	Oil filter & insert	603.00.5300.444.40041	102.85
I-STATE TRUCK CENTER	C242754301-01	02/10/2022	Oil drain & adapter	603.00.5300.444.40041	52.09
I-STATE TRUCK CENTER	C242754350-01	02/10/2022	Oil filter	603.00.5300.444.40041	31.25
I-STATE TRUCK CENTER	C242754359-01	02/10/2022	Credit	603.00.5300.444.40041	(31.25)
L.T.G. POWER EQUIPMENT	265687	02/17/2022	559 Snow blower outside repair replace carburetor	603.00.5300.444.40042	233.76
LITTLE FALLS MACHINE INC	363077	02/10/2022	Truck plow lift	603.00.5300.444.40041	679.94
MACQUEEN EMERGENCY GROUP	P06440	02/17/2022	E33 Fire Truck in house repairs.	603.00.5300.444.40041	131.80
MACQUEEN EMERGENCY GROUP	W04066	02/17/2022	Fire truck repair replaced front axle ball joints	603.00.5300.444.40042	9,168.39
METRO JANITORIAL SUPPLY INC	11015711	02/10/2022	credit on bath tissue	603.00.5300.444.60011	(365.10)
METRO JANITORIAL SUPPLY INC	11015712	02/10/2022	Bath tissue	603.00.5300.444.60011	488.59
MTI DISTRIBUTING CO	1332987-00	02/10/2022	Latch for vehicle #532	603.00.5300.444.40041	75.18
MTI DISTRIBUTING CO	1333340-00	02/10/2022	Ignition switch	603.00.5300.444.40041	75.15
MTI DISTRIBUTING CO	1334392-00	02/17/2022	Rake prong	603.00.5300.444.40041	189.21
NORTH AMERICAN TRAILER SALES	30004185168	02/10/2022	Shop supplies	603.00.5300.444.60012	92.13
NUSS TRUCK AND EQUIPMENT	4696698P	02/10/2022	Parts for vehicle #312	603.00.5300.444.40041	239.60
NUSS TRUCK AND EQUIPMENT	4696965P	02/10/2022	Parts for vehicle #302	603.00.5300.444.40041	179.41
PUMP AND METER SERVICE INC	35078-1	02/17/2022	370 Hoist in shop repaired.	603.00.5300.444.40041	381.40
SNAP-ON INDUSTRIAL	ARV/51653686	02/17/2022	Small Tools for shop	603.00.5300.444.60040	34.16
SNAP-ON INDUSTRIAL	ARV/51691367	02/17/2022	Small Tools for shop	603.00.5300.444.60040	239.54
THE REINALT- THOMAS CORPORATION	6156814	02/10/2022	Tires	603.00.5300.444.60014	856.20
TRENCHERS PLUS, INC.	IT03125	02/17/2022	Chipper.In house repair.	603.00.5300.444.40041	495.44
TRI-STATE BOBCAT INC.	P69939	02/17/2022	520 Skid loader repair replace hyd couplers	603.00.5300.444.40041	182.10
UNIFIRST CORPORATION	900676857	02/10/2022	Uniforms other	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	900676857	02/10/2022	Uniforms	603.00.5300.444.60045	32.14
WORLD FUEL SERVICES	272063762070-41801	02/17/2022	321 Dump Truck DEF Fluid for diesel engines	603.00.5300.444.40041	203.00
Fund: 603 - CENTRAL EQUIPMENT					26,769.66
MARCO TECHNOLOGIES, LLC	31022105	02/10/2022	Printer maintenance	604.00.2200.416.40050	1,816.28
Fund: 604 - CENTRAL STORES					1,816.28

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AEP ONSITE PARTNERS, LLC	419-21352907B	02/17/2022	Jan 2022 solar panels	605.00.7500.460.40020	424.80
HILLYARD INC	604631073	02/10/2022	cleaning supplies	605.00.7500.460.60011	696.51
LVC COMPANIES, INC.	80094	02/10/2022	5-yr sprinkler inspection	605.00.7500.460.50055	870.00
LVC COMPANIES, INC.	80912	02/10/2022	FS #2 door repair	605.00.7500.460.40040	1,578.75
LVC COMPANIES, INC.	81147	02/10/2022	PD work to set up offsite monitoring	605.00.7500.460.40040	1,859.80
LVC COMPANIES, INC.	81381	02/17/2022	2022 PW Cold Storage sprinkler inspection	605.00.7500.460.50055	420.00
NAC MECHANICAL & ELECTRICAL SERVICE	194393	02/10/2022	parts for water heaters	605.00.7500.460.60016	500.00
NASSEFF PLUMBING & HEATING, INC.	38172	12/31/2021	2021 FS #2 boiler repairs	605.00.7500.460.40040	1,961.50
NASSEFF PLUMBING & HEATING, INC.	37958	02/10/2022	repair gas leaks at PW	605.00.7500.460.40040	301.00
NASSEFF PLUMBING & HEATING, INC.	38303	02/10/2022	resealed drain in PD	605.00.7500.460.40040	613.98
NASSEFF PLUMBING & HEATING, INC.	38397	02/10/2022	PD Annual PM	605.00.7500.460.40040	5,637.00
NASSEFF PLUMBING & HEATING, INC.	38399	02/10/2022	Golf Course Annual PM	605.00.7500.460.40040	394.00
Fund: 605 - CITY FACILITIES					15,257.34
BOLTON & MENK, INC.	283514	02/17/2022	Settlers Ridge Dev. Lift Station	702.229.2284803	420.00
MIDWEST FABRICATION LLC	1/20/2022	02/10/2022	Midwest Fabrication	702.229.2291000	5,100.00
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71480645-At Home Apts case 21-45	702.229.2300803	41.40
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71481338-US Home Corp case 21-48PUD	702.229.2301503	68.40
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71480644 - Blue Ribbon Builders case 21-63	702.229.2304303	36.00
ST. PAUL PIONEER PRESS	12/31/2021	12/31/2021	71480642-Summergate development case 21-64	702.229.2304503	32.40
Fund: 702 - ESCROW FUND					5,698.20
Grand Total					1,007,098.85



Request for Council Action

Personnel Actions

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Cora Bauer, HR Coord.	FTE included in current complement	
Reviewed by:	Janet Shefchik, HR Manager	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

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

Promotion:

Patrick Todd, City Facilities Maintenance Worker

Full-time Employment:

Scott Craig, Firefighter

Seasonal/Temporary Employment:

Jorin Tix, Recreation Instructor II
 Lindsey Merta, Child Care Worker
 Renee Peterson, Certified Swim Instructor
 Tom Warnock, Paid On-call Firefighter

Voluntary Resignations, Retirements and/or Terminations:

Jacob Lindgren, Patrol Officer

Formal Resignations as Paid-On Call Firefighters to Accept Full-time Employment with the City:

Anthony LaForte
 Daniel D. Bernardy
 Debralyn Bryant
 Greg Bieniek
 James Kurowski
 Scott Craig
 Rick Wegner
 Dane Rolloff



Request for Council Action

Consider Resolution to Approve 2021 Budget Carryovers

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove (651) 450-2521	Budget amendment requested	X
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The Council is asked to adopt the attached resolution approving 2021 budget carryovers.

SUMMARY:

At year-end, there tend to be projects, contracts, supplies, equipment, and/or other items that were part of a department’s budget but were either delayed or remain incomplete at year-end. In 2021, the city experienced several supply chain issues which led to the delay of supplies and equipment, particularly related to the delivery of approved 2021 vehicles and larger equipment replacements (Central Equipment). There are also some 2021 contracts that remain incomplete at year-end, so those areas will need funds rolled over to 2022 to cover the balance of those contracts.

In late January 2022, the City Administrator and Finance Director asked departments to submit for review any items that were incomplete/undelivered at year-end as well as a list of any needs that have come up in recent months but were not included in their 2022 budgets.

Submissions were due the first part of February and both the City Administrator and Finance Director have reviewed all requests for accuracy and appropriateness, as well as determined there remained budgeted funds available for rollover.

Currently, staff recommends proceeding with \$764,871 in carryover recommendations for the following funds: General Fund, Host Community Fund, Technology Fund, and the Central Equipment Fund. Carryover requests for the VMCC will be brought forward at a future meeting as they require a more comprehensive review and discussion.

General Fund

The 2021 General Fund amended budget anticipated using down \$455,940 of the City's fund balance. However, preliminary estimates project an increase to the fund balance of around \$565,000 as of year-end, which can be primarily attributed to revenues coming in over budget estimates

and then actual expenditures not utilizing as much fund balance as allowed under amended budget levels.

The following is a list of requested carryovers from those General Fund surplus dollars. If the \$211,904 in requests are approved, this still provides for fund balance growth in the General Fund of around \$350,000.

Department	Description	Amount
Administration-Elections	Planned/budgeted 2021 rollover funding	\$ 35,000
Community Dev-Inspections	Additional Cityview contracting needs	5,000
Finance	Balance of Abdo contract for department assessment/process review/support	16,000
Fire	Uniforms/gear orders delayed due to supply chain issues	52,662
Fire	Supplies/equipment orders delayed due to supply chain issues	23,242
Parks	Park repairs - delay in contractor/supplies	16,000
Parks	Increased costs for Porta-potty rentals (ADA)	6,000
Parks	Balance of HKGi Contract-Parks Master Plan	31,000
Police	10 additional body armor vests are needed	9,000
Finance, Elections, Police & Inspections *	6 Computers/software/licensing for new employee hires	18,000
		\$ 211,904

* The \$18,000 computer carryover is recommended as a transfer from the General Fund to the Technology Fund's 2022 budget. This will provide some budget consistency as computer purchases are normally expensed to the Technology Fund.

Other Funds

The other funds listed below each operate as stand-alone funds within the city's accounting structure. In other words, any savings or unspent dollars within these funds automatically roll over and remain with the fund. All of the contracts and equipment below received Council approval in 2021 and are either items that the city is still under contract for, or delivery has been delayed due to supply chain issues.

Fund/Department	Description	Amount
Host Community Fund-Admin	Balance of Citygate fire study contract	\$ 18,555
Technology Fund-Finance	Balance of Abdo contract for software review	14,700
Central Equipment	2021 Replacement-attachments for Patcher	16,210
Central Equipment	2021 Replacement-Mauldin Paver	75,924
Central Equipment	2021 Replacement-Dump Truck	228,452
Central Equipment	2021 Replacement-Ford Expedition (Fire)	49,126
Central Equipment	Balance of Restoration & Construction contract for various PW Facility repairs	150,000
		\$ 552,967

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

RESOLUTION NO. 2022-034

**RESOLUTION AUTHORIZING AND DIRECTING THE CARRYOVER OF 2021 BUDGET
APPROPRIATIONS BY AMENDING THE 2022 BUDGET**

WHEREAS, there are a number of items that were appropriated for in the 2021 budget and remain incomplete at year-end; and

WHEREAS, there also exist a number of items that have come up as 2022 needs that were not included in the 2022 budget; and

WHEREAS, staff have reviewed balances in all applicable funds related to these requests and have found sufficient budgetary surplus within those 2021 budgets; and

WHEREAS, it is desirable that these items be accomplished during 2022 and therefore a budget appropriation is necessary in the 2022 budget for these items.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby amend the 2022 budget as follows:

General Fund

Admin-Elections	101.41.1200.414.70600	Increase	\$ 35,000
Comm Dev-Inspections	101.45.3300.419.30700	Increase	5,000
Finance	101.41.2000.415.30700	Increase	16,000
Fire	101.42.4200.423.60045	Increase	52,662
Fire	101.42.4200.423.60040	Increase	18,547
Fire	101.42.4200.423.60065	Increase	4,695
Parks	101.44.6000.451.40046	Increase	10,000
Parks	101.44.6000.451.40047	Increase	6,000
Parks	101.44.6000.451.40065	Increase	6,000
Parks	101.44.6000.451.30700	Increase	31,000
Police	101.42.4000.421.60045	Increase	9,000
Transfer Out (Computers)	101.57.9200.590.91100	Increase	<u>18,000</u> *
	General Fund Total		\$211,904

* The computer transfer out of the General Fund will require corresponding budget adjustments to the Technology Fund:

Revenues-Transfer In	606.46.0000.3911000	Increase	\$ 18,000
Expenses-Computers	606.00.1400.413.80610	Increase	\$ 18,000

Other Funds

Host Community Fund	451.42.4000.421.30700	Increase	18,555
Technology Fund	606.00.1400.413.30700	Increase	14,700
Central Equipment Fund	603.00.5300.444.80400	Increase	92,134
Central Equipment Fund	603.00.5300.444.80700	Increase	277,578
Central Equipment Fund	603.00.5300.444.40040	Increase	<u>150,000</u>
	Other Funds Total		\$552,967

Total Carryover Requests - All Funds \$764,871

Adopted this 28th day of February 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

Consider Resolution to Approve Project Funding and Fund Closures

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove (651) 450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
		Other	X

PURPOSE/ACTION REQUESTED:

The Council is asked to adopt the attached resolution approving project funding and fund closures within the City’s Local Improvement Construction Funds.

SUMMARY:

Each year, the Finance Department reviews all open city projects. In past years, there have been projects that have remained open pending a final decision on funding. At this time, staff are prepared to offer recommendations on two projects that require project funding decisions and four fund closures related to the city’s Local Improvement Construction Funds.

Project Funding

- Project 1415 - 58th Street Drainage Improvement
 Project 1415 was opened in 2014 and activity was accounted for within Fund 434-2014 Improvement Fund. There were very few financial transactions associated with this project - all of which occurred in 2014, a cost estimate provided to Engineering by Kimley-Horn and two small Levander invoices for a total of \$1,389.45 spent on this project. There was no funding source identified for this work at that time. Based on the type of project, staff's recommendation is to utilize Storm Water Funds to cover these costs and close the project.
- Project 1903 - Seidl’s Lake Park Crosswalk Study
 Project 1903 was opened in 2019 and activity was accounted for within Fund 439-2019 Improvement Fund. The project activity consisted solely of a contract award of \$5,400 to WSB for this study. When the WSB proposal was accepted in 2019, the funding source identified was the Engineering Department’s budget. Staff have reviewed the 2019 Engineering budget and determined there were sufficient funds remaining in that budget that could have covered this cost. Those dollars are now part of the General Fund’s fund balance so staff recommendation is to transfer Funds from the General Fund to Fund 439 to close out this project.

Fund Closures

After review of the Local Improvement Construction Fund, it has been determined that there are no active projects remaining in the two funds listed below and therefore the city can officially close the funds. Staff have provided recommendations on where to transfer any residual dollars held in these funds. However, there are no restrictions on these dollars so Council may elect to transfer these funds to any of the city's other remaining funds.

- Fund 428 - 2008 Improvement Fund
There remains \$43,732.65 in the fund from prior year's interest earnings. The 2008 Improvement Fund housed several projects however Project 0818-Public Safety Addition to City Hall would have been responsible for most of the interest earnings in the fund due to the size of the project. Because of that and the fact that the City Facilities Fund contributed funding towards the project, staff recommendation is to transfer the \$43,732.65 in remaining interest to the City Facilities Fund (Fund 605).
- Fund 433 - 2013 Improvement Fund
There remains \$111.37 in the fund from prior year's interest earnings. There were very few projects housed in Fund 433 - two traffic signal projects coordinated with Dakota County and a trailhead project reimbursed with state grant dollars. Given most of the projects appear to be street and/or traffic-related in nature, staff recommendation is to transfer the \$111.37 in remaining interest to the Pavement Management Fund (Fund 440).
- Fund 434 - 2014 Improvement Fund
Fund 434 was created in 2014. Once final decisions are made regarding funding for Project 1415-58th Street Drainage Improvements (part of project funding recommendations above) and Project 1410-Fire Station Construction (a separate item on tonight's agenda), Fund 434 will no longer host any active projects and can be closed. As the interest allocations for this Fund went directly into the Fire Station project, any residual balances in the fund would be part of those project balances and would be disbursed according to that Council action item.
- Fund 438 - 2018 Improvement Fund
Fund 438 was created in 2018. Once final decisions are made regarding the funding for Project 2018-08 Fire Station Utilities and 2018-11 Fire Station Fiber (a separate item on tonight's agenda), Fund 438 will no longer host any active projects and can be closed. There remains \$9,948.85 in the fund from prior year's interest earnings. Although the projects related to Fire Station #2 were the largest projects within this Fund, they carried negative balances and thus were not responsible for the interest earnings. The largest project related to interest earnings would have been Project 1804-Arbor Pointe Street Light Systems; the city portion of this project was funded by Pavement Management Fund and therefore staff recommendation is to transfer these funds into the Pavement Management Fund (Fund 440).

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

RESOLUTION NO. 2022-035

**RESOLUTION AUTHORIZING 2021 PROJECT FUNDING AND FUND CLOSURES
WITHIN THE CITY'S LOCAL IMPROVEMENT FUNDS**

WHEREAS, staff have reviewed activities within the City's Local Improvement Funds and there are transfers and fund closures which require Council approval for 2021;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that the following transfers are authorized in 2021:

From: Storm Water Fund	441.57.9200.590.91100	\$ 1,389.45
To: 2014 Local Improvement Fund Project 1415 - 58 th Street Drainage	434.59.0000.3911000	1,389.45
From: General Fund	101.57.9200.590.91100	5,400.00
To: 2019 Local Improvement Fund Project 1903 - Seidl's Lake Park Crosswalk Study	439.59.0000.3911000	5,400.00
From: 2008 Local Improvement Fund	428.57.9200.590.91100	43,732.65
To: City Facilities Fund Residual Interest in Fund 428	605.46.0000.3911000	43,732.65
From: 2013 Local Improvement Fund	433.72.5900.733.91100	111.37
To: Pavement Management Fund Residual Interest in Fund 433	440.59.0000.3911000	111.37
From: 2018 Local Improvement Fund	438.57.9200.590.91100	9,948.85
To: Pavement Management Fund Residual Interest in Fund 438	440.59.0000.3911000	9,948.85

Adopted this 28th day of February 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

Resolution to Approve the Election of the Standard Allowance under the Revenue Loss Provision of the American Rescue Plan Act (ARPA)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove (651) 450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
		Other	X

ACTION REQUESTED:

The Council is asked to adopt the attached Resolution electing the standard allowance under the Revenue Loss Provision of the American Rescue Plan Act (ARPA).

SUMMARY:

The Coronavirus State and Local Fiscal Recovery Funds, a part of the ARPA, is scheduled to deliver \$350 billion to state, local, and Tribal governments across the county to support their response to and recovery from the COVID-19 public health emergency.

Recipients may use ARPA dollars to replace lost public sector revenue, respond to public health needs and negative impacts of the pandemic, provide premium pay, and/or support investment in water, sewer, and broadband infrastructure.

In May 2021, the city received the first of two installments of ARPA dollars. The second installment is scheduled for May 2022. In total, the city is estimated to receive almost \$3.9 million in ARPA dollars.

When the ARPA program was first implemented, the US Treasury published an Interim Final Rule to govern eligible and ineligible uses of these funds. At the same time, they sought feedback from the public on the interim rules so adjustments could be made if necessary. They received considerable feedback and released a Final Rule in January 2022 that delivers broader flexibility to the program than what was first released in May 2021.

One of the most significant changes between the Interim Rule and Final Rule has to do with replacing lost revenue. The Final Rule allows cities to accept a standard allowance for revenue loss of up to \$10 million and provides streamlined reporting options. This means that in the city's case, we could use our entire APRA allocation of \$3,898,315.98 towards government services. Government services could include anything from road building and

maintenance, general government administration, staff, and administrative facilities, provisions of police, fire, and other public safety services.

So far, the only official action that Council has taken on the city's ARPA dollars is to officially accept the distribution. Council received a brief presentation in the Summer of 2021 on potential uses of the funds but at the time the staff recommendation was to take a slower approach when deciding how to spend - both to wait until a final Treasury rule had been established but also to receive input and perspective from new director hires (City Administrator, Public Works Director, Parks & Recreation Director).

At its February 26, 2022 retreat, Council will discuss priorities and principles for use of the city's ARPA funds.

However, in the meantime staff is requesting Council adopt the attached resolution drafted by the League of Minnesota Cities that elects the standard \$10 million revenue loss. This election does not have an impact on how the city chooses to use these funds. It merely streamlines and simplifies the city's reporting requirements. The city will still need to develop a plan for use of its ARPA dollars that obligates the funds by December 31, 2024 and completely spends them down by December 31, 2026.

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

RESOLUTION NO. 2022-036

**RESOLUTION TO ELECT THE STANDARD ALLOWANCE AVAILABLE UNDER THE
REVENUE LOSS PROVISION OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND
ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA)**

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country; and

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs); and

WHEREAS, The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory; and

WHEREAS, \$3,898,315.98 has been allocated to the City of Inver Grove Heights (“City”) pursuant to the ARPA.

WHEREAS, The Coronavirus State and Local Fiscal Recovery Funds ensures that governments have the resources needed to fight the pandemic and support families and businesses struggling with its public health and economic impacts, maintain vital public services, even amid declines in revenue, and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

WHEREAS, In May 2021, the US Department of Treasury (“Treasury”) published the Interim Final Rule describing eligible and ineligible uses of funds as well as other program provisions, sought feedback from the public on these program rules, and began to distribute funds.

WHEREAS, on January 6, 2022, Treasury issued the final rule. The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process.

WHEREAS, the final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

WHEREAS, recipients that select the standard allowance may use that amount, in many cases their full award, for government services, with streamlined reporting requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby elect the standard allowance available under the Revenue Loss Provision of the American Rescue Plan Act in the amount of \$3,898,315.98 to be used for the general provision of government services.

Adopted this 28th day of February 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

Resolution approving the purchase of maintenance equipment for Inver Wood Golf Course and authorizing a related budget amendment.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Adam Lares, Parks and Recreation Director	Budget amendment requested	x
Prepared by:	Joel Metz, Golf Course Superintendent	FTE included in current complement	
Reviewed by:	Adam Lares, Parks and Recreation Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

The Council is asked to approve the purchase of new maintenance equipment and the trading in of aging equipment for Inver Wood Golf Course; and approve an amendment to the 2022 Golf Course budget to increase authorized expenditures by \$19,300 for this purchase.

SUMMARY

With an aging fleet of maintenance equipment, staff identified the need to replace several pieces of maintenance equipment in the fall/winter of 2021. Staff are requesting to replace two 2004 Toro GR3150's for one Toro RM3100-D. These changes in equipment will provide a higher quality of turf for guest and would improve operating efficiency. However, with ongoing supply chain issues facing many equipment manufacturers staff were unsuccessful in finding a vendor who carried a new or used Toro RM 3100-D in 2021.

On February 10, 2022, staff were made aware of an available used 2020 RM3100-D with 140 hours of use from MTI Distributing with a purchase price of \$26,500. A one-year warranty is included in the purchase of this equipment. The current MSRP for a new RM3100 is \$36,000 with availability in late 2023 or early 2024. After trade-in of the City's two Toro GR3150 (\$8,500 credit), the purchase price for the RM3100-D would be \$19,237.50.

Due to the golf course's 2020 anniversary membership sales drive and 2021 revenues overperforming expenses, there has been a positive increase to the cash reserves in the Golf Course Fund over the past two years. As of December 31, 2021, the Fund is projected to have a cash balance of just over \$2 million. In the past two years, the Golf Course has held off on budgeting or purchasing new equipment in order to build up a healthy reserve balance that could support these types of purchases.

Recommendation

Staff recommends adoption of the attached Resolution approving the purchase of one 2020 Toro RM3100-D and the trade-in of two 2004 Toro GR3150's with MTI Distributing for a total purchase price of \$19,237.50, and a subsequent budget amendment to the Golf Fund's expenditure budget.

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

RESOLUTION NO. 2022-037

**CONSIDER RESOLUTION DECLARING SURPLUS PROPERTY AND AUTHORIZING ITS
TRADE IN AND FOR THE PURCHASING OF A 2020 TORO RM3100-D**

WHEREAS, the City of Inver Grove Heights is in possession of the following equipment or property which is no longer needed for public service and can be offered for sale and/or disposal or donation pursuant to the terms of Minnesota Statutes, Sections 471.345, 471.64, and 471.3459: and

- 2004 TORO GR 3150 (1)
- 2004 TORO GR 3150 (2)

WHEREAS, the City is in need of a 2020 Toro RM3100-D, which may be purchased from MTI Distributing for a total of \$19,237.50, with a credit of \$8,500 for trading in the two 2004 Toro GR 3150 and

NOW THEREFORE, be it resolved by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

1. The equipment or property listed above is declared surplus and is authorized to be traded into MTI Distributing for a credit of \$8,500 to offset the purchase of 2020 Toro RM3100-D.
2. City staff are authorized to take the necessary actions to trade in of the surplus equipment or property listed above and to purchase the new equipment listed above.
3. The council direct staff to increase the Golf Course expenditure budget by \$19,300 for this purchase.

Adopted this 28th day of February 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



MTI DISTRIBUTING
 4830 Azelia Ave N, Suite 100
 Brooklyn Center, MN 55429-3836
 Phone: 763-592-5600
 www.mtidistributing.com

Acknowledgement

Ack Date	Taken By	Order #
2/11/22	mpri	1335038-00
PO #	Page #	
Golf Course	1 of 1	

Bill To	Customer #	402307	Ship To	1
Inver Wood Golf Course City of Inver Grove Heights 1597 80th St E Inver Grove Heights, MN 55077-3419			Inver Wood Golf Course City of Inver Grove Heights 1597 80th St E Inver Grove Heights, MN 55077-3419	

Notes	Instructions
Joel Metz 651-336-6178 HOc is 2"	

Ship Point	Via	Payment
Brooklyn Center, MN	MTI Delivery	Net 30 Days

Line	Product	Description	Order Qty	Qty UM	Unit Price	Amount(Net)
1	03170-407124115	RM 3100D NON SIDEWINDER 27" BLD REELS 03189	1.00	E	26,500.00	26,500.00
2	xg-ue10339	Toro GR 3150 04357-240000655	-1.00	each	4,500.00	-4,500.00
3	xg-ue10340	Toro GR 3150 04357-240001190	-1.00	each	4,000.00	-4,000.00

3	Lines Total	Total Order Quantity	1.00		Subtotal	18,000.00
					Taxes Total	1,237.50
						19,237.50

Title and risk of loss transfers upon FOB shipping point.



Count on it.



Request for Council Action

Resolution Awarding Contract for the 2022 Pavement Management Program, City Project No. 2016-09F - Carleda Way Area Reconstruction and City Project No. 2021-16 - Cahill Trunk Drainage Improvements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge, 651-450-2541 <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge, Asst. City Engineer	FTE included in current complement	
Reviewed by:	Brain Connolly, Public Works Director	New FTE requested - N/A	
		Other: Special Assessments, Pavement Management Fund, Sewer Fund and Water Fund	X

PURPOSE/ACTION REQUESTED

The Council is asked to adopt the attached Resolution awarding a contract for the 2022 Pavement Management Program, City Project No. 2016-09F - Carleda Way Area Reconstruction and City Project No. 2021-16 - Cahill Trunk Drainage Improvements.

SUMMARY

Bids on City Project No. 2016-09F were opened on January 25, 2022. There were ten (10) bidders for the project. The low bidder on the project is Danner, Inc. with a total bid of \$1,522,713.90. The apparent low bid is 13.4% less than the engineer's estimate of \$1,757,302.00 and is within the estimated budget included in the approved feasibility report.

Engineering staff recommends awarding the contract to Danner, Inc. in the amount of \$1,522,713.90 for City Project No. 2016-09F - Carleda Way Area Reconstruction and City Project No. 2021-16 - Cahill Trunk Drainage Improvements.

SWD/kf

Attachment(s): Resolution

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

**RESOLUTION AWARDING CONTRACT TO DANNER, INC. FOR THE 2022 PAVEMENT
MANAGEMENT PROGRAM, CITY PROJECT NO. 2016-09F - CARLEDA WAY AREA
RECONSTRUCTION AND CITY PROJECT NO. 2021-16 - CAHILL TRUNK DRAINAGE
IMPROVEMENTS**

RESOLUTION NO. 2022-038

WHEREAS, pursuant to an advertisement for bids for the 2022 Pavement Management Program, City Project 2016-09F - Carleda Way Area Reconstruction and City Project No. 2021-16 - Cahill Trunk Drainage Improvements bids were received, opened on January 25, 2022, at 10:00 a.m., via on-line bidding, readaloud, and tabulated according to law. The following bids were received complying with the advertisement:

Contractor	5% Bid Bond	Base Bid
Danner, Inc.	Yes	\$1,522,713.90
McNamara Contracting, Inc.	Yes	\$1,543,454.50
A-1 Excavating Inc.	Yes	\$1,669,025.00
Ryan Contracting Co.	Yes	\$1,690,248.50
Meyer Contracting Inc.	Yes	\$1,839,348.82
Max Steininger, Inc.	Yes	\$1,862,277.43
S.M. Hentges & Sons, Inc.	Yes	\$1,881,126.52
SGP Contracting, Inc.	Yes	\$1,889,362.06
Veit & Company, Inc.	Yes	\$2,029,291.63
Northdale Construction Co.	Yes	\$2,272,509.33

WHEREAS, Danner, Inc. is the lowest responsible bidder for a total amount of \$1,522,713.90.

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

1. The Mayor and Clerk are hereby authorized and directed to enter a contract with Danner, Inc. in the name of the City of Inver Grove Heights, for the 2022 Pavement Management Program, City Project 2016-09F and City Project No. 2021-16 according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project funding for the City Project No. 2026-09F and City Project 2021-16 in the amount of \$1,522,713.90 shall be provided by Special Assessments, Pavement Management Fund, Sewer Fund and Water Fund.

Adopted by the City Council of Inver Grove Heights this 28th day of February 2022

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

Resolution Accepting Proposal for Geotechnical Services from American Engineering Testing, Inc. (AET) for the 2022 Pavement Management Program, City Project No. 2016-09F - Carleda Way Area Reconstruction and City Project No. 2021-16 - Cahill Trunk Drainage Improvements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Steve W. Dodge, 651-450-2541 <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge, Asst. City Engineer	FTE included in current complement	
Reviewed by:	Brain Connolly, Public Works Director	New FTE requested - N/A	
		Other: Special Assessments, Pavement Management Fund, Sewer Fund and Water Fund	X

PURPOSE/ACTION REQUESTED

The Council is asked to adopt the attached Resolution accepting the proposal for Geotechnical Services from American Engineering Testing, Inc. (AET) for the 2022 Pavement Management Program, City Project No. 2016-09F - Carleda Way Area Reconstruction and City Project No. 2021-16 - Cahill Trunk Drainage Improvements.

SUMMARY

Bids on City Project Nos. 2016-09F and 2021-16 were opened on January 25, 2022 and are proposed to be awarded by Council on February 28. City staff has obtained a proposal for related construction and testing geotechnical services from AET in the amount of \$28,568. .

The construction and testing geotechnical services are \$18,676 for CP 2016-09F relating to utility installation and street reconstruction and \$9,892 for CP 2021-16 relating to pond excavation within a former landfill area. AET has been selected because they have completed preliminary environmental reports and investigations, a Response Action Plan (RAP), with the Minnesota Pollution Control Agency (MPCA) for the project. Staff recommend that the proposal from AET be accepted based on their understanding and familiarity of the project, scope of work, the expertise of their project team, the proposed cost of their services, past efficient delivery of testing services, and their knowledge of the City's construction standards. The proposed cost of services has been verified by staff to be comparable to similar projects.

Staff recommends accepting AET's proposal for geotechnical services in the amount of \$28,568 for City Project No. 2016-09F - Carleda Way Area Reconstruction (\$18,676) and City Project No. 2021-16 - Cahill Trunk Drainage Improvements (\$9,892).

SWD/kf

Attachment(s): Resolution
 Proposal for Geotechnical Services from AET

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

**RESOLUTION ACCEPTING PROPOSAL FOR GEOTECHNICAL SEVICES FROM AMERICAN
ENGINEERING AND TESTING, INC. (AET) FOR THE 2022 PAVEMENT MANAGEMENT PROGRAM,
CITY PROJECT NO. 2016-09F - CARLEDA WAY AREA RECONSTRUCTION AND CITY PROJECT NO.
2021-16 - CAHILL TRUNK DRAINAGE IMPROVEMENTS**

RESOLUTION NO. 2022-039

WHEREAS, bids on City Project Nos. 2016-09F and 2021-16 were opened by staff and consultant on January 25, 2022 and awarded by Council on February 28th; and

WHEREAS, City staff has obtained a proposal for construction and testing geotechnical services from AET in the amount of \$28,568 (\$18,676 for CP 2016-09F and \$9,892 for CP 2021-16); and

WHEREAS, Staff recommend that the proposal from AET be accepted based on their understanding and familiarity of the project, scope of work, the expertise of their project team, the proposed cost of their services, past efficient delivery of testing services, and their knowledge of the City's construction standards; and

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

1. The AET proposal for construction and testing geotechnical services in the amount of \$28,568 (\$18,676 for CP 2016-09F and \$9,892 for CP 2021-16) is hereby accepted.
2. Project funding for City Project No. 2026-09F and City Project 2021-16 shall be provided by Special Assessments, Pavement Management Fund, Sewer Fund and Water Fund.

Adopted by the City Council of Inver Grove Heights this 28th day of February 2022

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



January 21, 2022

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

Attn: Mr. Tom Kaldunski, PE
tkaldunski@ighmn.gov

RE: Construction & Environmental Testing Services Proposal
Carleda Way Area Improvements – City Project No. 2016-09F
Cahill Trunk Drainage Improvements – City Project No. 2021-16
Inver Grove Heights, MN
AET Proposal No. P-0009125

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to offer construction and environmental testing services to the City of Inver Grove Heights for the referenced project. This proposal has been prepared in response to Mr. Luke Moren with Kimley-Horn's email request, dated January 12, 2022 and describes our understanding of the project, our anticipated scope of services, our unit rates, and estimated total fee to perform these services. We have prepared separate service and fee estimates for the Carleda Way Area Improvements and the Cahill Trunk Drainage Improvements as requested by Mr. Moren.

PROJECT INFORMATION

Carleda Way Area Improvements

We understand the City of Inver Grove Heights will make improvements to Carleda Way, 64th Court East and 63rd Court East. These improvements will include full street reconstruction, new utilities, and residential driveway apron replacement.

Cahill Trunk Drainage Improvements

In conjunction with the Carleda Way Area Improvements, the City of Inver Grove Heights will construct a stormwater basin to the southeast of the intersection of Carleda Way and Cahill Avenue East.

BACKGROUND INFORMATION

AET performed a geotechnical exploration and analysis for the Carleda Way Reconstruction in 2015 and presented our recommendations in our Report of Geotechnical Exploration and Review, dated November 30, 2015 (AET Project 28-01070.3). We also performed additional geotechnical exploration in the area of the stormwater basin in 2020 and presented our results in our Report of

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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Geotechnical Exploration, dated November 6, 2020 (AET Project 01-20946). Please refer to these reports for details.

AET performed an environmental site assessment for the Cahill Trunk Drainage Improvements project in 2020 and presented our results in our Phase 1 Environmental Site Assessment, dated October 15, 2020 (AET Project 01-20946). AET also more recently prepared a Soil Management Plan for the Cahill Trunk Drainage Improvements site in our report dated September 30, 2021 (AET project 03-21427). Please refer to these reports for details.

AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Plans and Specifications, dated December 17, 2021.

SCOPE OF SERVICES

Based on our review of the available plans and our correspondence with Mr. Moren, our anticipated scope of services is outlined as follows.

Carleda Way Area Improvements

Soil Testing

During placement of fill in the roadway and utility excavations, an experienced Engineering Technician will visit the site on an on-call basis, when requested by the City's representative, to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge method.
- Standard Proctor tests for different types of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.

Daily field reports of our observations and testing will be available to the City's representative at the site.

Concrete Testing

Personnel from AET will perform testing of concrete on an on-call basis when requested by the City's representative. These services will be performed by experienced, ACI certified Engineering Technicians at the frequencies required by the project specifications. Document that the correct mix is delivered to the site by checking the delivery slips.

- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.

- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Daily field reports of our observations and testing will be available to the City's representative at the site.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. We anticipate casting sets of cylinders for every 100 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

Bituminous Subgrade Test-Roll Observations and Testing

During roadway subgrade excavation, AET personnel will observe test-rolling of the pavement subgrade soils, if requested by the City's representative. These observations will be performed by a Staff Engineer on an on-call basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, an Engineering Technician from our firm will test the compaction of these materials by performing DCP testing, if requested.

Bituminous Testing

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician II will make site visits on an on-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

After the completion of the paving, we will pick-up contractor drilled core samples for testing. This testing will include the following:

- Measure the thickness of each layer of the core sample.
- Determine the density of each layer of the core sample.
- Determine the percentage of the maximum Gmm of each layer of the core sample.

Cahill Trunk Drainage Improvements

Environmental Testing

AET will provide environmental sampling services for excavated soils on an on-call basis, as requested by the City's representative. AET's services may include the following:

- Assist selected contractor in obtaining landfill approval for disposal of soil generated at the site. Note that additional soil characterization may be necessary, depending on what is encountered during excavation. For budgeting purposes, we will analyze up to 2 soil samples for landfill characterization.
- Mobilize to the site to conduct environmental monitoring of the excavated soils. We estimate approximately 2 days of monitoring will be required based on the storm water pond plans.
- Provide field observation summaries of soil conditions at the Site.
- Collect soil samples from the excavation area and associated stockpiles for field screening of organic vapors using a photoionization detector (PID) following the MPCA soil headspace method.
- Collect up to 2 confirmation soil samples from the excavation following completion for laboratory analysis of a combination of volatile organic compounds (VOCs), the eight Resource Conservation and Recovery Act metals (RCRA metals), polynuclear aromatic hydrocarbons (PAHs). We understand that the city is concerned regarding the potential for PAHs due to the ongoing lawsuit the city is participating in.
- Analytical results will be tabulated once received from the final laboratory report is received and a preliminary draft data summary will be provided.
- Prepare a report presenting the sampling analysis results and our opinions and recommendations.

REPORTING

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we can issue a final report summarizing the results of all observations and testing services, if requested.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated costs which we anticipate will be required to complete the previously described observations and testing services for each project. These estimated costs are based on our review of the project plans and specifications and our past experience with similar projects. Our estimated total cost is also shown below.

Carleda Way Area Improvements: \$18,676.00

Cahill Trunk Drainage Improvements: \$ 9,892.00

TOTAL: \$28,568.00

We refer you to the attached Fee Schedules for an itemization of how we arrived at these estimated costs.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,
American Engineering Testing, Inc.

Prepared By:



Ryan F. Schmidt, PE
Senior Engineer
Phone: (651) 789-4657
Email: rschmidt@teamAET.com

Reviewed By:



Mike Hultgren, PG
Manager, Environmental Engineering
Phone: (651) 789-4649
Email: mhultgren@teamAET.com

Attachments: Fee Schedule Tabulations
Environmental/Geotechnical Service Agreement – Terms and Conditions
W9
Certificate of Insurance

AET PROPOSAL No. P-0009125 ACCEPTANCE AND AUTHORIZATION	
Signature _____	Date _____
Typed/Printed Name: _____	
Company: _____	

**FEE SCHEDULE
PROJECT TESTING SERVICES
CARLEDA WAY AREA IMPROVEMENTS
INVER GROVE HEIGHTS, MN
AET PROPOSAL NO. P-0009125**



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Pavement Subgrade & Aggregate Base Testing</i>			
1. Staff Engineer I for observations of subgrade or aggregate base test rolls, consultation, and reporting (services provided on a will-call basis - assumes 2 trips to the jobsite).	6 hours	\$140.00	\$840.00
2. Engineering Technician II time for soil/aggregate base compaction testing or sample pick-up (services provided on a will-call basis - assumes 20 trips to the jobsite).	50 hours	\$95.00	\$4,750.00
3. Personal or Company vehicle mileage.	660 miles	\$0.85	\$561.00
4. Soil compaction tests (nuclear density gauge).	50 tests	\$32.00	\$1,600.00
5. MnDOT DCP tests of aggregate base.	8 tests	\$50.00	\$400.00
6. Standard Proctor tests (Methods A or B).	4 tests	\$145.00	\$580.00
7. Sieve tests of granular fill and Class 5 aggregate base.	10 tests	\$115.00	\$1,150.00
8. Extraction to determine oil content of reclaimed aggregate base.	5 tests	\$240.00	\$1,200.00
<i>Concrete Testing</i>			
1. Engineering Technician I for testing of concrete only (services provided on a will-call basis - assumes 7 trips to the jobsite).	20 hours	\$82.00	\$1,640.00
2. Personal or Company vehicle mileage.	210 miles	\$0.85	\$178.50
3. Curing, handling and compressive strength testing of 4" x 8" or 6" x 12" concrete test cylinders (includes handling of non-tested cylinders).	35 cyls.	\$32.00	\$1,120.00
4. Concrete cylinder pick-up service from jobsite.	7 trips	\$80.00	\$560.00
<i>Bituminous Testing</i>			
1. Engineering Technician II for observations of bituminous placement, establishing roll pattern, thickness and density testing, and obtaining samples for laboratory testing (services provided on a will-call basis - assumes 3 trips to the jobsite).	8 hours	\$95.00	\$760.00
2. Personal or Company vehicle mileage.	90 miles	\$0.85	\$76.50
3. Removal of cores from finished bituminous surface (includes all personnel, equipment rental and patching materials).	per core	\$180.00	\$0.00
4. Thickness and density tests of bituminous core samples.	12 tests	\$50.00	\$600.00
5. MnDOT Gyrotory properties of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyrotory Density test.	2 tests	\$520.00	\$1,040.00
<i>Project Management & Coordination</i>			
1. Senior Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation, and report preparation.	9 hours	\$180.00	\$1,620.00
ESTIMATED BUDGET			\$18,676.00

**FEE SCHEDULE
PROJECT TESTING SERVICES
CAHILL TRUNK DRAINAGE IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA
AET PROJECT NO. P-0009125**



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Environmental Services</i>			
1. Senior Engineering Technician for monitoring and to screen and collect soil samples (services provided on an on-call basis) .	24 hours	\$115.00	\$2,760.00
2. Environmental Senior Project Manager for coordinating AET personnel and sampling activities, review of excavated soils for reuse, analysis, attending meetings (if requested), consultation, and reporting.	20 hours	\$180.00	\$3,600.00
3. Principal Engineer/Geologist for special environmental consultation and report review.	2 hours	\$225.00	\$450.00
4. Personal or Company vehicle mileage.	120 miles	\$0.750	\$90.00
5. PID equipment rental.	2 days	\$130.00	\$260.00
6. Laboratory analysis for VOCs, RCRA 8 metals, PAHs (lab cost).	4 samples	\$250.00	\$1,000.00
<i>Project Management & Coordination</i>			
1. Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	8 hours	\$180.00	\$1,440.00
2. Administrative Assistant.	4 hours	\$73.00	\$292.00
	ESTIMATED BUDGET		\$9,892.00



Request for Council Action

Resolution Accepting Proposal from Keys Well Drilling Company for Well Pump No. 7 Reconditioning

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Eric Kramer 651-450-2565	Budget amendment requested	
Prepared by:	Brian Connolly Public Works Director	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

The Council is asked to adopt the attached Resolution accepting proposal from Keys Well Drilling Company and authorizing entering into a contract for reconditioning of Well Pump No. 7.

SUMMARY

The Utilities Division has solicited and received three (3) proposals for reconditioning Well Pump No. 7. Utility Superintendent Eric Kramer’s attached memo provides background information regarding the reconditioning needs and associated quotes received. The quotes are as follows:

Contractor	Proposed Cost
Keys Well Drilling Company	\$30,910.00
Bergerson-Caswell Inc.	\$46,835.00
E.H. Renner & Sons, Inc.	\$56,620.00

Staff recommends approval of the proposal from Keys Well Drilling Company and seeks authorization to enter into a contract for \$30,910 to perform reconditioning for Well Pump No. 7. This work is within budget and is to be funded from the approved Water Utility Fund Budget (501.50.7100.512.40042).

ATTACHMENTS

- Resolution Quote from Keys Well Drilling Company
- Memo from Eric Kramer

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

RESOLUTION NO. 2022-040

**RESOLUTION APPROVING ACCEPTANCE OF PROPOSAL FROM KEYS WELL DRILLING
COMPANY AND ENTER INTO A CONTRACT FOR WELL PUMP NO. 7 RECONDITIONING**

WHEREAS, the City annually budgets for well pump maintenance and reconditioning, including the reconditioning of Well Pump No. 7 in 2022; and

WHEREAS, pursuant to a request for quotes, three (3) quotes were received for the reconditioning of Well No. 7, and the lowest quote was received from Keys Well Drilling Company in the amount of \$30,910; and

WHEREAS, the quote received is reasonable and within the approved Water Utility Fund budget (501.50.7100.512.40042).

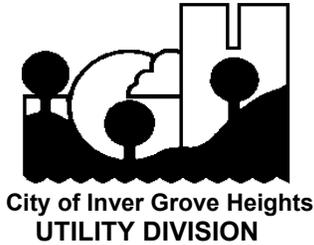
NOW, THEREFORE, be it resolved that the City council of the City of Inver Grove Heights does hereby accept proposal from Keys Well Drilling for the reconditioning of Well Pump No. 7 in the amount of \$30,910, and that the cost for this work shall be funded through the Water Utility Fund Budget.

Adopted this 28th day of February 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



MEMORANDUM

TO : Brian Connolly

FROM : Eric Kramer

SUBJECT : 2022 Well Pump #7 Reconditioning

DATE : 2/16/2022

Attached are three proposals for the reconditioning of Well Pump # 7 located at 7509 Barbara Avenue East. Well # 7 was constructed in 1990 and is completed in the Jordan Sandstone formation. The well pump is a vertical turbine set at 300 feet below grade and was last reconditioned in February of 2016.

Since 1998 the Utility Division has employed a maintenance schedule based on years of service and total gallons pumped to recondition our vertical turbine type well pumps. The benchmarks for this schedule are 5 to 7 years of service and/or 1.25 billion gallons pumped since the last reconditioning. We base this schedule on the recommendations of pump manufacturers, local vendors, and our experience with the corrosive nature of the water we pump. Well # 7 has pumped 1,245,941,000 gallons since 2016 and it is in its 6th year on the service schedule.

As you are aware the exact cost of this work can vary depending on the actual condition of the pump once it is inspected. In my experience the items listed on the base bid information sheet are necessary and are the basis of our price comparison. Based on all the comparisons, Utilities Division recommends awarding the reconditioning work to Keys Well Drilling Company.

The funds for this project are in the approved water fund budget (501.50.7100.512. 40042).

Keys Well Drilling Company

Quotation

1156 Homer Street, St. Paul, MN 55116-3232
651-646-7871 Fax 651-641-0216

To: City of Inver Grove Heights
8168 Barbara Ave
Inver grove Heights, MN 55077

Date of February 16, 2022
Attention: Eric Kramer
Project: well pump #7
Location: 75th and Barbara

We are pleased to quote you as follows:

Estimate to remove pump, inspect, repair, and reinstall well pump #7.
14" -4 stage bowl, 300' of 8" col and shaft with 150hp motor.

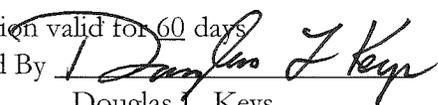
Labor:	Unit	Est Qty	Price	Total
Pull & Install Pump	LS	1	\$ 8,800.00	\$ 8,800.00
Shop time(sandblast, inspect, assemble, etc)	HR	20	\$ 110.00	\$ 2,200.00
Machine Shop	HR	8	\$ 120.00	\$ 960.00
				\$ 11,960.00
Materials: (if needed)				
8" x 10' T&C Column Pipe	EA	15	\$ 595.00	\$ 8,925.00
8" x 5' T&C Column Pipe	EA	1	\$ 475.00	\$ 475.00
Brz Bowl Bearings	EA	5	\$ 325.00	\$ 1,625.00
Brz Bowl Impeller Wear Rings	EA	4	\$ 500.00	\$ 2,000.00
SS Bowl Shaft	EA	1	\$ 500.00	\$ 500.00
SS Head Shaft	EA	1	\$ 500.00	\$ 500.00
Brz Packing Box Bearing/Packing	EA	1	\$ 325.00	\$ 325.00
Rubber Lineshaft Bearings	EA	30	\$ 35.00	\$ 1,050.00
Motor Repair-(motor shop estimate)	EA	1	\$ 2,500.00	\$ 2,500.00
1" PVC Pipe (2-runs)	FT	600	\$ 1.75	\$ 1,050.00
				\$ 18,950.00
Total Estimated Cost				\$ 30,910.00

This is only an estimate. Final cost will be determined by actual quantities used.

Thank you for giving us the opportunity of quoting you. If you have any questions, please give me a call

Terms: N-30

Quotation valid for 60 days

Quoted By 
Douglas L. Keys

Accepted _____

Date _____



Request for Council Action

**Resolution Approving Development Contract for South Grove Townhomes
2nd Addition**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

ACTION REQUESTED:

The Council is asked to adopt the attached Resolution approving the Development Contract and related agreements for South Grove Townhomes 2nd Addition.

- Requires a 3/5th's vote.
- 60-day deadline: N/A

SUMMARY:

The City Council approved the final plat and final PUD development plan for South Grove Townhomes 2nd Addition at its February 14 meeting. A condition of approval requires the developer to enter into a development contract with the City before any work commences on the project. The documents were not ready to present with the final plat so now require separate approval.

ANALYSIS

There are a total of seven documents to be approved including the development contract, restrictive use agreements for corner lots, open space easement, retaining wall agreement and PUD zoning acknowledgement. Standard agreements with no unique conditions.

RECOMMENDATION:

Planning Staff: Recommends approval of the resolution.

- Attachments: ~~Development Contract~~ Documents
 Restrictive Use Agreement (3)
 Open Space Easement
 Retaining Wall Agreement
 PUD Zoning Acknowledge Agreement

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

RESOLUTION NO. 2022-041

**A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT AND RELATED
DOCUMENTS FOR THE PLAT OF SOUTH GROVE TOWNHOMES 2ND ADDITION**

**CASE NO. 22-02S
(M/I Homes)**

WHEREAS, a condition of approval requires the applicant s to enter into a development contract with the City;

WHEREAS, a development contract, restrictive use agreements, open space easement and retaining wall agreement have been drafted for City Council approval;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the development contract, restrictive use agreements, open space easement and retaining wall agreement are hereby approved.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 28th day of February, 2022.

AYES:

NAYS:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

DEVELOPMENT CONTRACT

FOR PLAT OF

SOUTH GROVE TOWNHOMES
2nd ADDITION

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DEVELOPMENT CONTRACT**

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF SOUTH GROVE TOWNHOMES 2nd ADDITION**

THIS DEVELOPMENT CONTRACT is made and entered into on the 28th day of February, 2022, by and between the CITY OF INVER GROVE HEIGHTS, a Minnesota municipal corporation, (hereinafter called the CITY), and the DEVELOPER and OWNER identified herein.

RECITALS:

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

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of public streets, public utilities (sewer and water), storm sewer improvements, storm water improvements and vegetation associated with storm water improvements; and

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **DEVELOPER.** "DEVELOPER" means M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, and its successors and assigns.

1.4 **PLAT.** "PLAT" means the plat of South Grove Townhomes 2nd Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

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

1.6 **DEVELOPMENT CONTRACT.** "DEVELOPMENT CONTRACT" means this contract by and among the CITY and DEVELOPER.

1.7 **COUNCIL.** "COUNCIL" means the Council of the City of Inver Grove Heights.

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

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

1.10 **COUNTY.** "COUNTY" means Dakota County, Minnesota.

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

- a.) Minnesota Department of Transportation
- b.) Dakota County (COUNTY)
- c.) Dakota County Highway Department
- d.) Water Management Organization

- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS
- g.) Minnesota Pollution Control Agency (MPCA)

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

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

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

1.14 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified on the attached Exhibit C.

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

1.16 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

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

- a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.

- c.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the DEVELOPER WARRANTIES.

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

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

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or

affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all CITY, COUNTY, MPCA, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations.
- H. **WARRANTY ON DEVELOPER IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and approval and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

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

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

- I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable CITY, COUNTY, MPCA, MNDOT, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.
- J. **FEE TITLE.** OWNER owns fee title to the property within the PLAT.

1.20 CITY WARRANTIES. "CITY WARRANTIES" means that the CITY hereby warrants and represents as follows:

- A. **ORGANIZATION.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

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

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

If to DEVELOPER or OWNER: M/I Homes of Minneapolis/St. Paul, LLC
5354 Parkdale Drive, Suite 100
St. Louis Park, MN 55416

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

1.22 OWNER. "OWNER" means M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, and its successors and assigns.

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 PLAT DENSITY. The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 RECORDING OF PLAT. The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3
CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memo on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

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

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

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The DEVELOPER agrees that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in

conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 13.

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

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

DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final DEVELOPMENT PLANS must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER.

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

DEVELOPER shall also comply with the erosion control requirements referenced in Exhibit E.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park

contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit E.

ARTICLE 6 **OTHER PERMITS**

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

ARTICLE 7 **OTHER DEVELOPMENT REQUIREMENTS**

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

ARTICLE 8 **DEVELOPER PUBLIC IMPROVEMENTS**

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

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

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to

allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.19 and 10.1 and except as provided in the following agreements:

- Retaining Wall Maintenance Agreement for Lot 23, Block 1, South Grove Townhomes 2nd Addition
- Restrictive Use Easement Agreement for Lots 12 and 13, Block 2, South Grove Townhomes 2nd Addition
- Restrictive Use Easement Agreement for Lots 1 and 13, Block 2, South Grove Townhomes 2nd Addition
- Restrictive Use Easement Agreement for Lots 1 and 23, Block 1, South Grove Townhomes 2nd Addition
- Grant of Open Space Easement (relating to Lot 23, Block 1, South Grove Townshomes 2nd Addition)
- PUD Zoning Acknowledgment Agreement for the Plat of South Grove Townhomes 2nd Addition
- Storm Water Facilities Maintenance Agreement Relating to the Plat of South Grove Townhomes recorded on 7/29/2021 as Document No. 3480720.
- Residential Street Light Agreement for Plat of South Grove Townhomes recorded on 7/29/2021 as Document No. 3480721.

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

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

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

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

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

ARTICLE 9 **RESPONSIBILITY FOR COSTS**

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

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

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond to the DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending 30 days prior to the DEVELOPER's request.

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

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

ARTICLE 10 **DEVELOPER WARRANTIES**

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

ARTICLE 11 **CITY WARRANTIES**

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

ARTICLE 12 **INDEMNIFICATION OF CITY**

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

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

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

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

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

ARTICLE 13
CITY REMEDIES UPON DEVELOPER DEFAULT

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

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

incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

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

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

ARTICLE 14
ESCROW DEPOSIT

14.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in Exhibit F.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached Exhibit F. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2024. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2024, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 13.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

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

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

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

14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. Subject to the paragraph below addressing individual lot turf establishment, periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific

completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, subject to the City Engineer approval and all lots receiving a certificate of occupancy and meeting turf establishment requirements, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

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

ARTICLE 15 **MISCELLANEOUS**

15.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

15.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the DEVELOPER hereby waives any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

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

15.4 VALIDITY. If any portion, section, subsection, sentence, clause, section or phrase of this DEVELOPMENT CONTRACT is for any reason held to be invalid, such decision shall not

affect the validity of the remaining portion of this DEVELOPMENT CONTRACT.

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

15.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

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

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

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

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

15.11 HEADINGS. The subject headings of the sections and subsections of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

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

15.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 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

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF SOUTH GROVE TOWNHOMES 2nd ADDITION

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

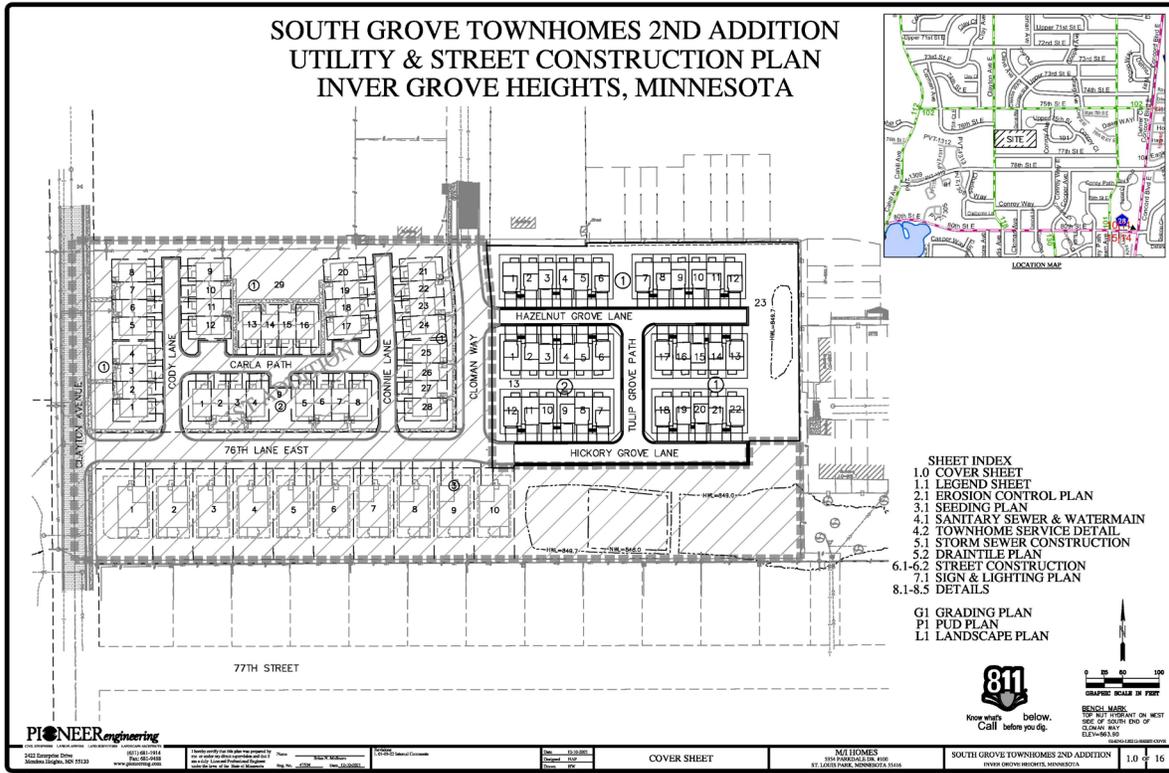
Lots 1 through 23, Block 1, South Grove Townhomes 2nd Addition, Dakota County, Minnesota

Lots 1 through 13, Block 2, South Grove Townhomes 2nd Addition, Dakota County, Minnesota

Outlot A, South Grove Townhomes 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS



The Development Plans include that certain set of plans titled “South Grove Townhomes 2nd Addition Utility & Street Construction Plan Inver Grove Heights, Minnesota” last revised on December 10, 2021 and includes the list of plans identified and labeled in the Sheet Index above.

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

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of South Grove Townhomes 2nd Addition (the “City Engineer Memos”):

1. Memo to City Engineer from Assistant City Engineer Steve Dodge dated January 21, 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.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or December 31, 2022, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or December 31, 2022, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or December 31, 2022, whichever occurs first	sanitary sewer and water service lines
X	prior to obtaining a building permit or December 31, 2022, whichever occurs first	gravel base for private streets
X PUBLIC	prior to obtaining a building permit or December 31, 2022, whichever occurs first	Storm Water Facilities constructed to a functional level approved by the City Engineer
X	prior to obtaining a certificate of occupancy or December 31, 2022, whichever occurs first	base bituminous for private streets and street lights
X PUBLIC	prior to obtaining a certificate of occupancy or December 31, 2022, whichever occurs first	Storm Water Facilities completed

X	prior to obtaining a certificate of occupancy or December 31, 2022, whichever occurs first	Retaining walls
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping **
X PUBLIC	See Section 4.4	street signage
X	prior to obtaining a certificate of occupancy or December 31, 2022, whichever occurs first	final wear course of bituminous for private streets

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

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

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the Engineering Escrow Amount provided in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) *Intentionally Omitted.*
 - e.) DEVELOPER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT.
 - g.) DEVELOPER must execute and deliver the documents listed in paragraph 13 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
 - i.) DEVELOPER shall obtain all required permits including any NPDES Construction Storm Waer Permit, Public Watermain Extension Permit, Public Sanitary Sewer Main Extension Permit, DCSWCD and State Agency Wetland Determination and MnDOT Drainage Permit.
 - j.) OWNER must prepare an Access Easement with the adjoining property owned by the Oaks Townhomes.

The City Attorney shall approve the Access Easement prepared by the OWNER and the Access Easement shall be recorded by OWNER. OWNER shall provide evidence to the CITY that the Access Easement has been recorded. The recording shall occur prior to execution and signing of the PLAT; provided, however, the City Engineer may waive this provision if the Oaks Townhomes refuse to accept the Access Easement.

- 2.) **BUILDING PERMITS FOR LOTS.** Prior to December 31, 2022, or prior to issuance of a building permit for any lot in the PLAT, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in paragraph 1 of this Exhibit E have been met.
 - b.) The PLAT is recorded with the Dakota County Recorder.
 - c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 13 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) The Storm Water Facilities must be constructed to a functional level reasonably approved by the City Engineer.
 - e.) General site, grading, drainage and erosion control must be completed.
 - f.) Utilities must be installed.
 - g.) Sanitary sewer and water service lines must be installed.
 - h.) Gravel base for the private streets must be installed.
 - i.) The DEVELOPER must show evidence that the lots within the PLAT have been added to the homeowner association documents required by paragraph 12 of this Exhibit E.
 - j.) Retaining walls shall be constructed.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to December 31, 2022, or prior to the issuance of any certificate of occupancy for any lot in the PLAT, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in paragraphs 1 and 2 of this Exhibit E must be satisfied.
 - b.) Base course bituminous for the private streets and the street lights must be installed.
 - c.) The Storm Water Facilities must be completed and approved by the City Engineer.

- d.) Lot landscaping must be completed for the individual lot affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 30th.

The final wear course of bituminous for the streets must be installed by December 31, 2022; however, the final wear course of bituminous for the streets may be required to be installed earlier or later as approved by the City Engineer.

- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.
- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee for the townhome lots is \$4,000 per lot multiplied by the number of townhome lots in the PLAT (34 townhome lots) totaling \$136,000. The total park contribution fee for the townhome lots in the amount of \$136,000 must be paid before the CITY signs the PLAT.
- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** There are no Northwest Area Utility Plat Connection Fee owed for the PLAT.
- 7.) *Intentionally Omitted.*
- 8.) **TREE PRESERVATION.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER.
- 9.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company.
- 10.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall comply with the following (Erosion Control Forms):

- a. Erosion Control for Residential Lots dated February 2015 and identified as Plate No. EC-01;
- b. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- c. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- d. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- e. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

The Erosion Control Forms are on file with the CITY. The DEVELOPER must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the builder. The builder must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

11.) **CONVEYANCE OF LOTS:** At the time the PLAT is recorded, OWNER shall convey or cause to be conveyed to the HOMEOWNERS ASSOCIATION, the following lots:

- Lot 23, Block 1, South Grove Townhomes 2nd Addition
- Lot 13, Block 2, South Grove Townhomes 2nd Addition
- Outlot A, South Grove Townhomes 2nd Addition

12.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permit is that the DEVELOPER add all of the lots within the PLAT to the Homeowners Association. The documents prepared by the DEVELOPER in connection with the addition of the lots within the plat of South Grove Townhomes 2nd Addition to the Homeowners Association must be approved by the CITY prior to the issuance of a building permit for any home in the PLAT, which approval shall not unreasonably be withheld, delayed or conditioned.

13.) **AGREEMENTS.** The DEVELOPER and OWNER must comply with the requirements contained in the agreements set forth below:

- a. OWNER must execute this DEVELOPMENT CONTRACT for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- b. OWNER must convey Outlot A, South Grove Townhomes 2nd Addition and Lot 23, Block 1, South Grove Townhomes 2nd Addition and Lot 13, Block 2, South Grove Townhomes 2nd Addition to the Homeowners Association at the time the PLAT is recorded.

- c. At the time the PLAT is recorded, DEVELOPER must evidence to the CITY that the following documents previously recorded are in fact a recorded encumbrance against Outlot E, South Grove Townhomes:

- Storm Water Facilities Maintenance Agreement Relating to the Plat of South Grove Townhomes recorded on 7/29/2021 as Document No. 3480720.
- Residential Street Light Agreement for Plat of South Grove Townhomes recorded on 7/29/2021 as Document No. 3480721.

d. ***Intentionally Omitted.***

e. OWNER must obtain approval from the CITY and must record the Homeowners Association documents referenced in this Exhibit E.

f. OWNER must execute the following Retaining Wall Maintenance Agreements for the PLAT:

Lot 23, Block 1, South Grove Townhomes 2nd Addition

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

g. ***Intentionally Omitted.***

h. OWNER must execute a PUD Zoning Acknowledgement Agreement.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

i. OWNER must prepare an Access Easement with the adjoining property owned by the Oaks Townhomes.

The City Attorney shall approve the Access Easement prepared by the OWNER and the Access Easement shall be recorded by OWNER. OWNER shall provide evidence to the CITY that the Access Easement has been recorded. The recording shall occur prior to execution and signing of the PLAT; provided, however, the City Engineer may waive this provision if the Oaks Townhomes refuse to accept the Access Easement.

j. OWNER must prepare and provide a Grant of Open Space Easement for Lot 23, Block 1, South Grove Townhomes 2nd Addition.

The City Attorney shall approve the Grant of Open Space Easement prepared by the OWNER and the Easement shall be recorded with the PLAT.

- k. *Intentionally Omitted.*
- l. *Intentionally Omitted.*
- m. OWNER must execute the following three Restrictive Use Easement Agreements for the PLAT:
- Restrictive Use Easement Agreement for Lots 12 and 13, Block 2, South Grove Townhomes 2nd Addition;
 - Restrictive Use Easement Agreement for Lots 1 and 13, Block 2, South Grove Townhomes 2nd Addition; and
 - Restrictive Use Easement Agreement for Lots 1 and 23, Block 1, South Grove Townhomes 2nd Addition.

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

The agreements and documents listed in this paragraph 13 must be recorded prior to any mortgage relating to any lots in the PLAT.

- 14.) **MONUMENT AT ENTRYWAY.** If DEVELOPER constructs a monument and associated landscaping at the entryway to the PLAT that is located within the right-of-way, the CITY shall grant a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The Homeowners Association shall maintain the monument and associated landscaping. If the Homeowners Association fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the Homeowners Association at its cost shall remove the monument and associated landscaping as directed by the CITY. The monument and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.
- 16.) **MODEL HOMES / SALES HOMES.** If DEVELOPER intends to construct model homes on certain lots within the PLAT, the lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.
- 17.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the Open Space Easement on Lot 23, Block 1, South Grove Townhomes 2nd Addition. The markers provide identification for future land owners to know boundaries of the Open Space Easement on Lot 23, Block 1,

South Grove Townhomes 2nd Addition. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled “Protected Area” at the cost of DEVELOPER.

DEVELOPER shall provide wooden posts for the markers in the size and dimension required by the CITY engineer.

- 18.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Open Space	City Council

- 19.) *Intentionally Omitted.*

- 20.) **TREE REPLACEMENT SHORTAGE.** DEVELOPER must comply with the tree reforestation requirements and meet the CITY’s tree preservation and street tree requirements.

- 21.) **RETAINING WALL REQUIRMENTS.** If any of the lots in the PLAT are to have retaining walls, then prior to the CITY issuing a building permit for any individual lot in the PLAT, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the PLAT that is to have a retaining wall, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the CITY.

- 22.) *Intentionally Omitted.*

- 23.) **EXISTING SIDEWALK.** The segment of existing sidewalk running in a north/south direction from 77th Street to the Oaks Townhomes open space shall remain for potential pedestrian use. The portion of existing sidewalk running in an east/west direction in the Oaks Townhomes open space may be removed with the storm sewer and not replaced.

- 24.) *Intentionally Omitted.*

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

Site Grading, Drainage, Erosion Control & Vegetative Establishment	COVERED BY PHASE 1
Retaining Walls	\$ _____
Sanitary Sewer System	\$74,942.50
Watermain System	\$110,643.40
Storm Water Facilities (Ponds, Basins, Piping, Structures & Vegetation)	\$86,811.53
Streets	\$140,276.45
Street Lights	COVERED BY PHASE 1
Landscaping (Planning)	\$ _____
Construction debris clean up	\$5,000.00
Certified As-Builts	\$5,000.00
SUBTOTAL	\$
Multiplied by	x <u>1.25</u>
SUBTOTAL	\$
TOTAL ESCROW:	\$

EXHIBIT F
ESCROW CALCULATION

(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the DEVELOPER shall also deposit \$71,400.00 in cash with the City (hereafter “**Engineering Escrow Amount**”) contemporaneously with execution of this Development Contract:

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney’s expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City’s standard rates charged for such tasks.

Subject to the following paragraphs, upon satisfactory completion of the Developer Improvements, the CITY shall return to the DEVELOPER any remaining portion of the Engineering Escrow Amount not otherwise previously charged the DEVELOPER.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the CITY (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the CITY to pay for deficiencies and problems related to grading, drainage, erosion and sediment control in the PLAT in the event such problems and deficiencies arise prior to all the vegetation being established to the sole satisfaction of the CITY. The CITY may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The CITY shall return to the DEVELOPER any remaining Escrow Retainage when all the following events have occurred:

- a.) all of the vegetation has been established, to the sole satisfaction of the CITY.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion and sediment control exceed the initially deposited **\$71,400.00** Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOTS 1 AND 13, BLOCK 2, SOUTH GROVE TOWNHOMES 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOTS 1 AND 13, BLOCK 2, SOUTH GROVE TOWNHOMES 2ND ADDITION (Easement Agreement) is made this 28th day of February, 2022, by and between M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over those portions of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to collectively as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the

successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

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

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

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

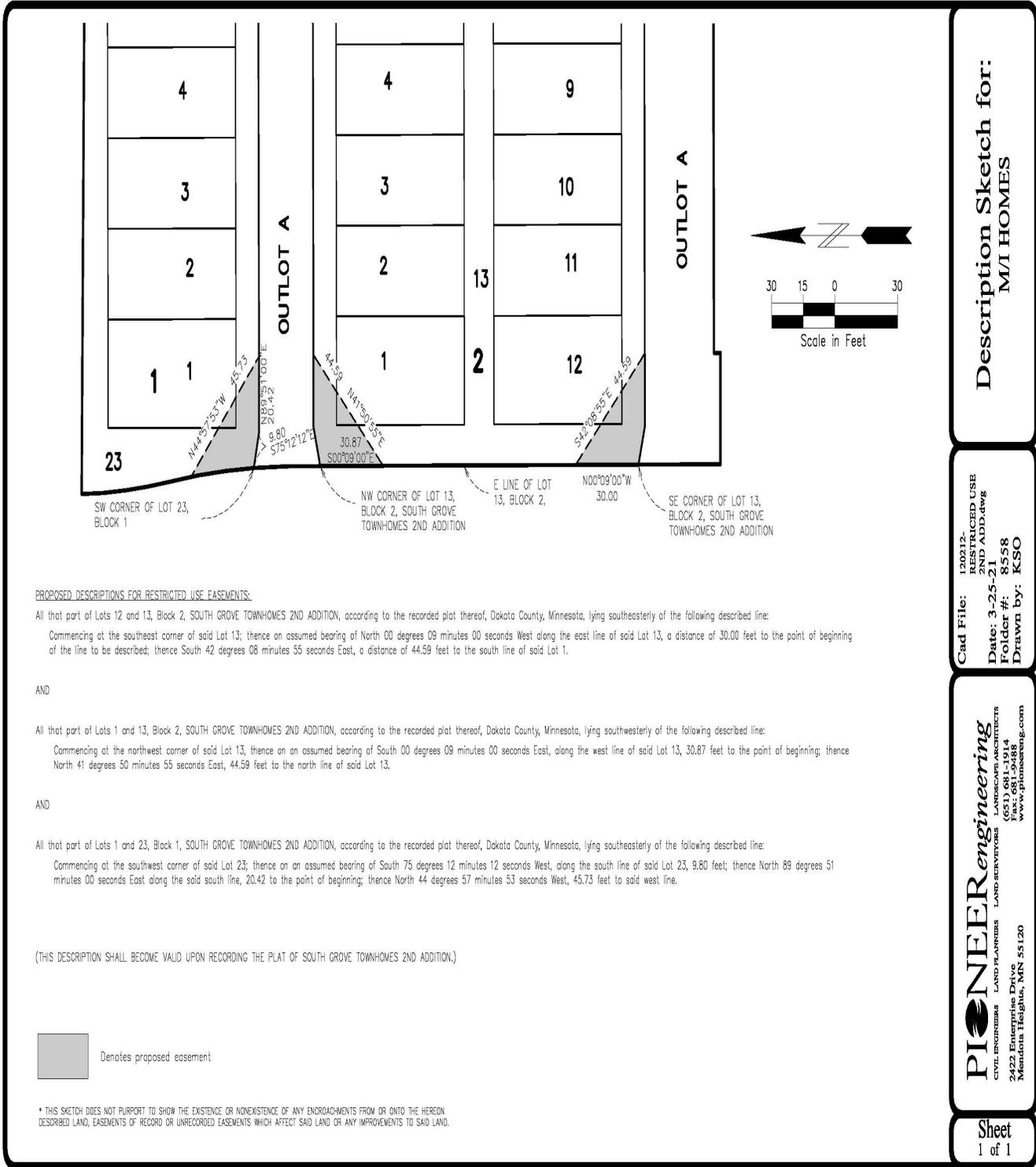
Lots 1 and 13, Block 2, South Grove Townhomes 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lots 1 and 13, Block 2, SOUTH GROVE TOWNHOMES 2nd ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:

Commencing at the northwest corner of said Lot 13, thence on an assumed bearing of South 00 degree 09 minutes 00 seconds East, along the west line of said Lot 13, 30.87 feet to the point of beginning; thence North 41 degrees 50 minutes 55 seconds East, 44.59 feet to the north line of said Lot 13.

Depiction of Easement Area (Part of Exhibit B)



PROPOSED DESCRIPTIONS FOR RESTRICTED USE EASEMENTS:

All that part of Lots 12 and 13, Block 2, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:
 Commencing at the southeast corner of said Lot 13; thence an assumed bearing of North 00 degrees 09 minutes 00 seconds West along the east line of said Lot 13, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 42 degrees 08 minutes 55 seconds East, a distance of 44.59 feet to the south line of said Lot 1.

AND

All that part of Lots 1 and 13, Block 2, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:
 Commencing at the northwest corner of said Lot 13, thence on an assumed bearing of South 00 degrees 09 minutes 00 seconds East, along the west line of said Lot 13, 30.87 feet to the point of beginning; thence North 41 degrees 50 minutes 55 seconds East, 44.59 feet to the north line of said Lot 13.

AND

All that part of Lots 1 and 23, Block 1, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:
 Commencing at the southwest corner of said Lot 23; thence on an assumed bearing of South 75 degrees 12 minutes 12 seconds West, along the south line of said Lot 23, 9.80 feet; thence North 89 degrees 51 minutes 00 seconds East along the said south line, 20.42 to the point of beginning; thence North 44 degrees 57 minutes 53 seconds West, 45.73 feet to said west line.

(THIS DESCRIPTION SHALL BECOME VALID UPON RECORDING THE PLAT OF SOUTH GROVE TOWNHOMES 2ND ADDITION.)

Denotes proposed easement

* THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENCROACHMENTS FROM OR ONTO THE HEREON DESCRIBED LAND, EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

Description Sketch for:
M/I HOMES

Cad File: 120212-
RESTRICTED USE
2ND ADD-LAWG
Date: 3-25-21
Folder #: 8558
Drawn by: KSO

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS
(651) 681-9144
2422 Enterprise Drive
Mendota Heights, MN 55120
www.pioneereng.com

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1 of 1

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOTS 1 AND 23, BLOCK 1, SOUTH GROVE TOWNHOMES 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOTS 1 AND 23, BLOCK 1, SOUTH GROVE TOWNHOMES 2ND ADDITION (Easement Agreement) is made this 28th day of February, 2022, by and between M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over those portions of the Property described and depicted in **Exhibit B**, attached hereto (hereinafter referred to collectively as the “Restricted Easement Area”), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the

successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

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

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

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

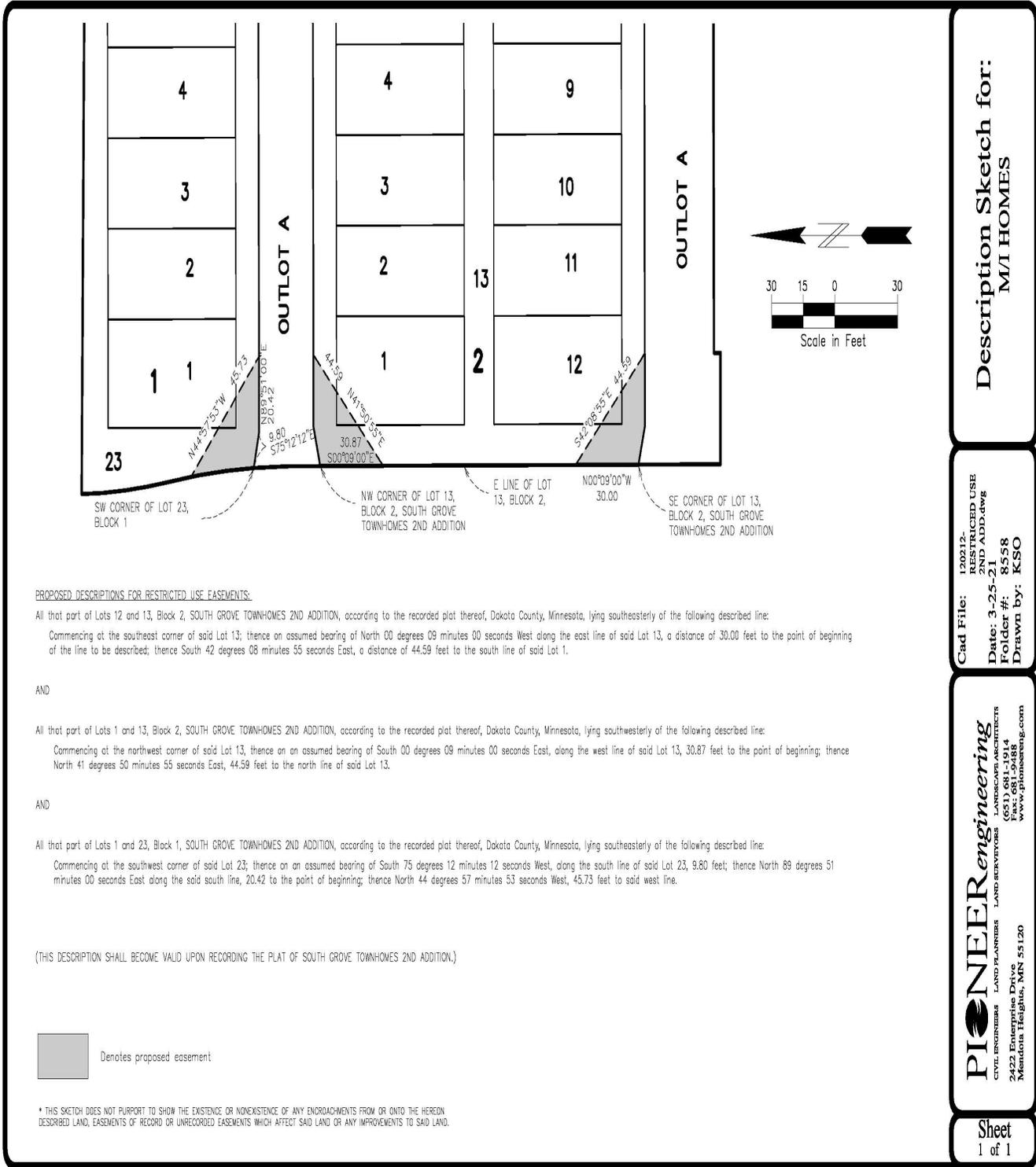
Lots 1 and 23, Block 1, South Grove Townhomes 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lots 1 and 23, Block 2, SOUTH GROVE TOWNHOMES 2nd ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:

Commencing at the southwest corner of said Lot 23, thence on an assumed bearing of South 75 degrees 12 minutes 12 seconds West, along the south line of said Lot 23, 9.80 feet; thence North 89 degrees 51 minutes 00 seconds East along the said south line, 20.42 to the point of beginning; thence North 44 degrees 57 minutes 53 seconds West, 45.73 feet to the said west line.

Depiction of Easement Area (Part of Exhibit B)



Description Sketch for:
M/I HOMES

Cad File: 120212-
RESTRICTED USE
2ND ADD-LAWG
Date: 3-25-21
Folder #: 8558
Drawn by: KSO

PIONEER engineering
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Mendota Heights, MN 55120
www.pioneereng.com

Sheet
1 of 1

PROPOSED DESCRIPTIONS FOR RESTRICTED USE EASEMENTS:

All that part of Lots 12 and 13, Block 2, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:
Commencing at the southeast corner of said Lot 13; thence an assumed bearing of North 00 degrees 09 minutes 00 seconds West along the east line of said Lot 13, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 42 degrees 08 minutes 55 seconds East, a distance of 44.59 feet to the south line of said Lot 1.

AND

All that part of Lots 1 and 13, Block 2, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:
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AND

All that part of Lots 1 and 23, Block 1, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:
Commencing at the southwest corner of said Lot 23; thence on an assumed bearing of South 75 degrees 12 minutes 12 seconds West, along the south line of said Lot 23, 9.80 feet; thence North 89 degrees 51 minutes 00 seconds East along the said south line, 20.42 to the point of beginning; thence North 44 degrees 57 minutes 53 seconds West, 45.73 feet to said west line.

(THIS DESCRIPTION SHALL BECOME VALID UPON RECORDING THE PLAT OF SOUTH GROVE TOWNHOMES 2ND ADDITION.)

Denotes proposed easement

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RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOTS 12 AND 13, BLOCK 2, SOUTH GROVE TOWNHOMES 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOTS 12 AND 13, BLOCK 2, SOUTH GROVE TOWNHOMES 2ND ADDITION (Easement Agreement) is made this 28th day of February, 2022, by and between M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in **Exhibit A**, attached hereto and made a part hereof, (hereinafter referred to as “the Property”).

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
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 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DPW, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

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successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

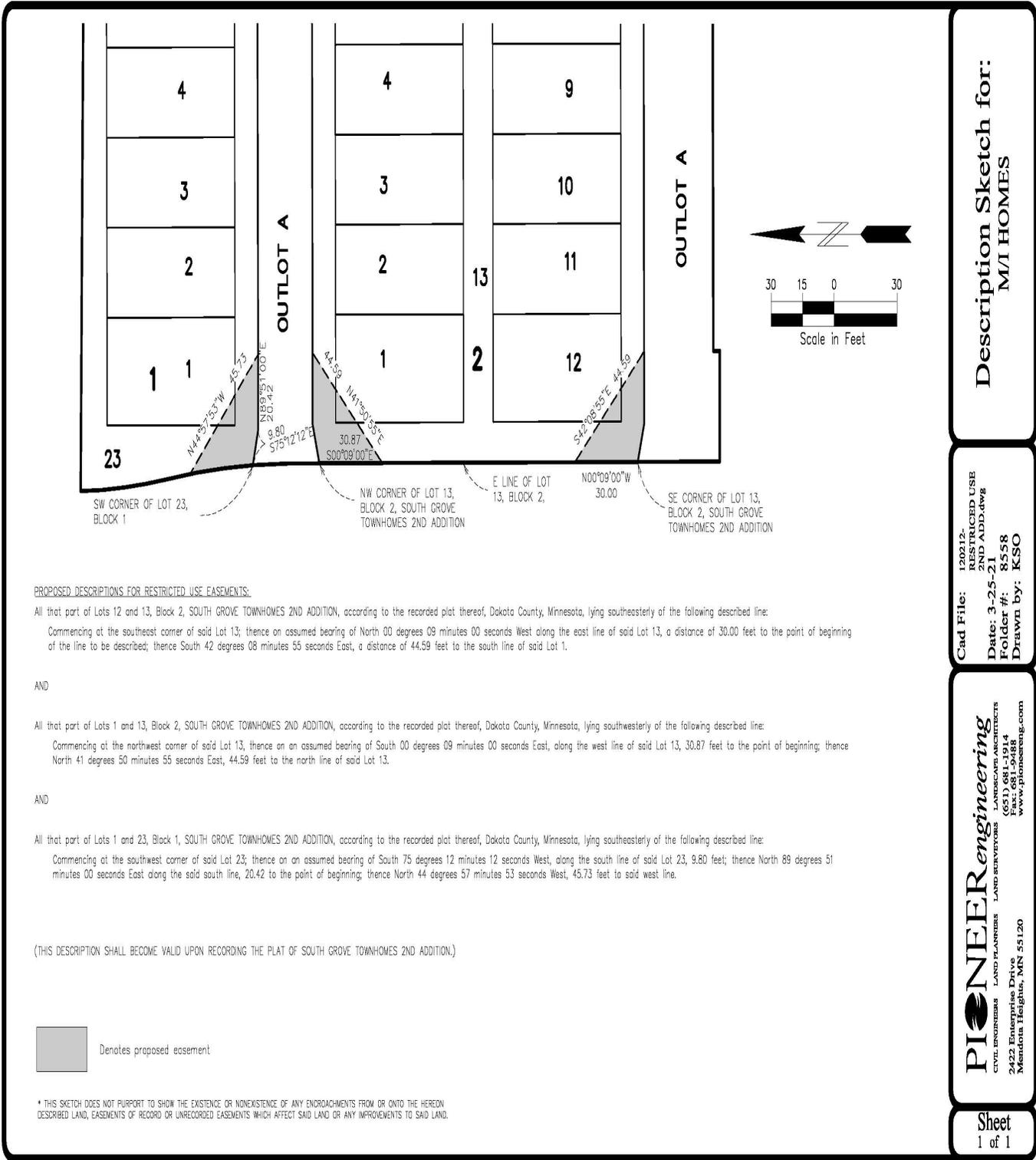
Lots 12 and 13, Block 2, South Grove Townhomes 2nd Addition, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A restricted use easement lying over, under and across all that part of Lot 12 and 13, Block 2, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:

Commencing at the southeast corner of said Lot 13; thence on assumed bearing of North 00 degrees 09 minutes 00 seconds West along the east line of said Lot 13, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 42 degrees 08 minutes 55 seconds East, a distance of 44.59 feet to the south line of said Lot 1.

Depiction of Easement Area (Part of Exhibit B)



PROPOSED DESCRIPTIONS FOR RESTRICTED USE EASEMENTS:

All that part of Lots 12 and 13, Block 2, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:
 Commencing at the southeast corner of said Lot 13; thence on assumed bearing of North 00 degrees 09 minutes 00 seconds West along the east line of said Lot 13, a distance of 30.00 feet to the point of beginning of the line to be described; thence South 42 degrees 08 minutes 55 seconds East, a distance of 44.59 feet to the south line of said Lot 1.

AND

All that part of Lots 1 and 13, Block 2, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southwesterly of the following described line:
 Commencing at the northwest corner of said Lot 13, thence on an assumed bearing of South 00 degrees 09 minutes 00 seconds East, along the west line of said Lot 13, 30.87 feet to the point of beginning; thence North 41 degrees 50 minutes 55 seconds East, 44.59 feet to the north line of said Lot 13.

AND

All that part of Lots 1 and 23, Block 1, SOUTH GROVE TOWNHOMES 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying southeasterly of the following described line:
 Commencing at the southwest corner of said Lot 23; thence on an assumed bearing of South 75 degrees 12 minutes 12 seconds West, along the south line of said Lot 23, 9.80 feet; thence North 89 degrees 51 minutes 00 seconds East along the said south line, 20.42 to the point of beginning; thence North 44 degrees 57 minutes 53 seconds West, 45.73 feet to said west line.

(THIS DESCRIPTION SHALL BECOME VALID UPON RECORDING THE PLAT OF SOUTH GROVE TOWNHOMES 2ND ADDITION.)

Denotes proposed easement

* THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENDOACHMENTS FROM OR ONTO THE HEREDON DESCRIBED LAND, EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

Description Sketch for:
M/I HOMES

Cad File: 120212 - CRD USE 2ND ADD.dwg
Date: 3-25-21
Folder #: 8558
Drawn by: KSO

PIONEER engineering
CIVIL ENGINEER LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
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1 of 1

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GRANT OF OPEN SPACE EASEMENT

THIS GRANT OF OPEN SPACE EASEMENT is made on February 28, 2022, by M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC, a Delaware limited liability company (“Grantor”), to the CITY OF INVER GROVE HEIGHTS, a Minnesota municipal corporation (“Grantee”).

RECITALS

Grantor is the owner in fee simple of real property in the County of Dakota, Minnesota, which is legally described on Exhibit A attached hereto (the “Property”). Grantee requires this easement be implemented over the Property.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

1.) Easement - Grantor hereby grants to Grantee, its successors and assigns, a permanent easement (the “**Easement**”) for open space purposes over, under, upon and across the Property subject to the terms and conditions set forth herein. The Easement shall run with the title to the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including, but without limitation all subsequent owners of the Property and all persons claiming under them.

2.) Restrictions on Property:

(a) Grantor hereby agrees not to perform or cause the construction of any additional improvements within the Property, except for those authorized by Grantee in connection with the initial development of the plat of South Grove Townhomes 2nd Addition, Dakota County, Minnesota.

(b) Except in connection with the operation, maintenance or repair of the improvements constructed on the Property in connection with the initial development of the plat of South Grove Townhomes 2nd Addition, Dakota County, Minnesota, or as may be permitted by a grading or excavation permit issued by Grantee, no soil or other substance or material shall be dumped or placed as landfill or for any other purpose, reason or cause on all or any part of the Property without the express prior written approval of Grantee.

(c) Nothing in this instrument shall be construed to grant a right or privilege to the general public at large to use or occupy the Property for any purpose; nor shall Grantee extend such right to anyone.

3.) Governing Law - This instrument shall be construed and governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

**GRANTEE:
CITY OF INVER GROVE HEIGHTS**

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

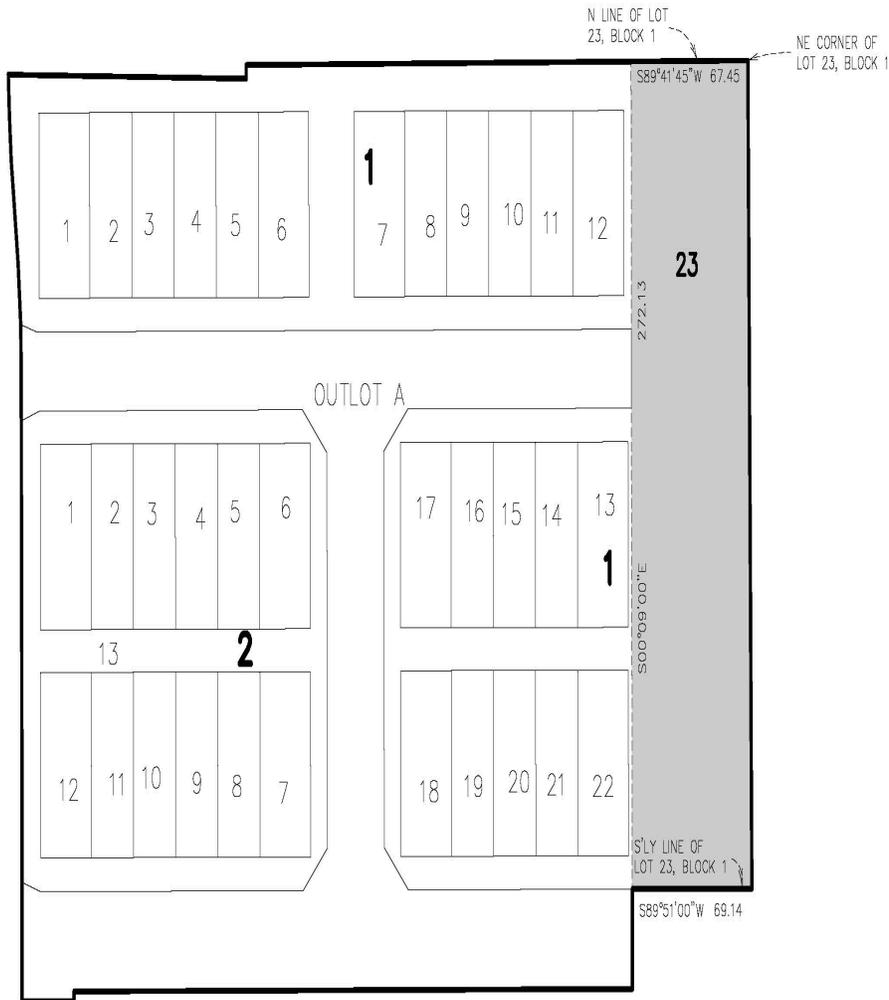
On this 28th day of February, 2022, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, 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

EXHIBIT A
LEGAL DESCRIPTION

That part of Lot 23, Block 1, SOUTH GROVE TOWNHOMES 2ND ADDITION, DAKOTA COUNTY, MINNESOTA, lying easterly of the following described line:

Commencing at the most northeast corner of said Lot 23; thence assumed bearing along South 89 degrees 41 minutes 45 seconds West along a northerly line of said Lot 23, 67.45 feet to the point of beginning; thence South 00 degrees 09 minutes 00 seconds East, 272.13 feet to an angle point on the southerly line distant 69.14 feet westerly of the east line of said Lot 23 and there terminating.



PROPOSED DESCRIPTION FOR OPEN SPACE AREA

That part of Lot 23, Block 1, SOUTH GROVE TOWNHOMES 2ND ADDITION lying easterly of the following described line:

Commencing at the most northeast corner of said Lot 23; thence assumed bearing along South 89 degrees 41 minutes 45 seconds West along a northerly line of said Lot 23, 67.45 feet to the point of beginning; thence South 00 degrees 09 minutes 00 seconds East, 272.13 feet to an angle point on the southerly line distant 69.14 feet westerly of the east line of said Lot 23 and there terminating.

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

 Denotes open space



Not to Scale

Description Sketch for:
M/I HOMES

Cad File: 120212 - OPEN SPACE SKETCH 2ND ADDITION.dwg
Date: 1/3/22
Folder #: 8558
Drawn by: KSO

PIONEERengineering
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**RETAINING WALL MAINTENANCE AGREEMENT RELATING TO
LOT 23, BLOCK 1, SOUTH GROVE TOWNHOMES 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA**

THIS RETAINING WALL MAINTENANCE AGREEMENT RELATING TO LOT 23, BLOCK 1, SOUTH GROVE TOWNHOMES 2ND ADDITION (hereafter referred to as “Agreement”) is made, entered into and effective this 28th day of February, 2022, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1
DEFINITIONS**

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

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

1.3 Landowner. “Landowner” means M/I Homes of Minneapolis/St. Paul, 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 Lots:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing and retaining wall drainage collection appurtenances lying within the Retaining Wall Lot.

1.5 Retaining Wall Construction Plan. “Retaining Wall Construction Plan” means the Erosion Control Plan (2.1) last revised _____, 2022, prepared by Pioneer Engineering and approved by the City Engineer on _____, 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 Landowner Property, and its successors and assigns.

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

1.8 Residential Owner. Residential Owner means the fee title owner of the Landowner Property.

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

1.10 Retaining Wall Lot Owner. Retaining Wall Lot Owner means the fee title owners of the Retaining Wall Lot.

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

1.12 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. The City is willing to allow the plat of South Grove Townhomes to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner, and if Landowner (as a Residential Owner and a Responsible Party under this Agreement) executes this Agreement.

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

- a.) impose upon the Responsible Party the responsibility of maintaining the Retaining Wall Facilities consistent with the Maintenance Standards, notwithstanding the fact that the Retaining Wall Facilities 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 December 31, 2022, or by a date reasonably set by the City's Director of Public Works, the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Landowner, subject to delays due to force majeure.

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

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

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

3.5 Payment of Costs Incurred by City. If the Responsible Party fails to comply with Sections 3.2 and 3.3 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance with Sections 3.2 and 3.3 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 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 amount due shall be allocated equally among the Landowner Property. The Responsible Party waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Party hereby waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Party waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Party acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Sections 3.2 and 3.3 equals or exceeds the amount of the charges and assessments for compliance with Sections 3.2 and 3.3 that are being imposed hereunder upon the Landowner Property .

3.7 Obligation For Maintenance Notwithstanding 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.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with Development Contract. The City agrees that if Landowner executes this Retaining Wall Maintenance Agreement and if Landowner complies with the other conditions contained in the Development Contract between the City and Landowner of even date herewith, then the City will allow Landowner to begin the Developer Improvements identified in the Development Contract for the plat of South Grove Townhomes.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Retaining Wall Lot and shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

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

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

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

If to Landowner: M/I Homes of Minneapolis/St. Paul, LLC
5354 Parkdale Drive, Suite 100
St. Louis Park, MN 55416

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 on Lot 23, Block 1, South Grove Townhomes 2nd Addition, dedicated to the City on the recorded plat of South Grove Townhomes 2nd Addition, Dakota County, Minnesota.

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

6.2 Recitals.

- i. The City Easement is on the Retaining Wall Lot. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.
- ii. Responsible Party has requested permission from the City to construct the Retaining Wall Facilities within the City Easement.
- iii. The Retaining Wall Facilities benefit and serve the Residential Owner and the Landowner Property.
- iv. Subject to the terms of this Agreement, the City is willing to allow the Retaining Wall Facilities to be constructed within the City Easement if the following conditions are met:

- a.) The Responsible Party agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- b.) The City has the right to temporarily remove the Retaining Wall Facilities from the City Easement in the event the City has need to access the area where the Retaining Wall Facilities exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the City Easement.
- c.) The City has the right to modify the Retaining Wall Facilities if the Retaining Wall Facilities materially interfere with the City Easement Improvements.

6.3 City Not Responsible for Retaining Wall Facilities. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Retaining Wall Facilities.

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

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

6.6 Risk of Loss. The Responsible Party understands and agrees that the Retaining Wall Facilities within the City Easements may be adversely affected by use of the City Easements. The parties agree that the City is not responsible for such events; the City shall have no liability to the Responsible Party for such events. The Responsible Party assumes the risk of installing the Retaining Wall Facilities in the City Easements.

6.7 Cost of Relocating Retaining Wall Facilities.

Upon thirty (30) days advance written notice from the City to the Responsible Party, the Responsible Party, within thirty (30) days after such notice, shall temporarily remove and subsequently replace the Retaining Wall Facilities in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

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

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

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

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

If the Responsible Party does not perform such work within such 30 day period and if the City reasonably determines that the Retaining Wall Facilities interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the City may make such modifications to the Retaining Wall Facilities. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Retaining Wall Facilities.

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

6.10 Remedies. If the Responsible Party fails to perform its obligations under 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 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 amount due shall be allocated equally among the Landowner Property. The Residential 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 Party, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Residential Owner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Residential Owner waives any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Landowner Property.

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

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

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IN WITNESS WHEREOF Landowner 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 28th day of February, 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:
M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**

By: _____
Gary M. White
Its: Area President

STATE OF MINNESOTA)
)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Gary M. White, to me personally known, who being by me duly sworn, did say that he is the Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of M/I Homes of Minneapolis/St. Paul, LLC by authority and on behalf of M/I Homes of Minneapolis/St. Paul, LLC and said Gary M. White acknowledged said instrument to be the free act and deed of M/I Homes of Minneapolis/St. Paul, LLC.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
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 23, Block 1, South Grove Townhomes 2nd Addition, 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 23, Block 1, South Grove Townhomes 2nd Addition, Dakota County, Minnesota.

EXHIBIT C
RETAINING WALL CONSTRUCTION PLAN

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF SOUTH GROVE TOWNHOMES 2nd ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 28th day of February, 2022, between M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

WHEREAS, Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on February 14, 2022, listed on the attached Exhibit B (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

The parties further acknowledge and agree that at Landowner's expense this Agreement shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

IN WITNESS WHEREOF, Landowner and the City of Inver Grove Heights have caused this PUD Zoning Acknowledgement Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of February, 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:
M/I HOMES OF MINNEAPOLIS/ST. PAUL, LLC**

By: _____
Gary M. White
Its: Area President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2022, before me a Notary Public within and for said County, personally appeared Gary M. White, to me personally known, who being by me duly sworn, did say that he is the Area President of M/I Homes of Minneapolis/St. Paul, LLC, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of M/I Homes of Minneapolis/St. Paul, LLC by authority and on behalf of M/I Homes of Minneapolis/St. Paul, LLC and said Gary M. White acknowledged said instrument to be the free act and deed of M/I Homes of Minneapolis/St. Paul, LLC.

Notary Public

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
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

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

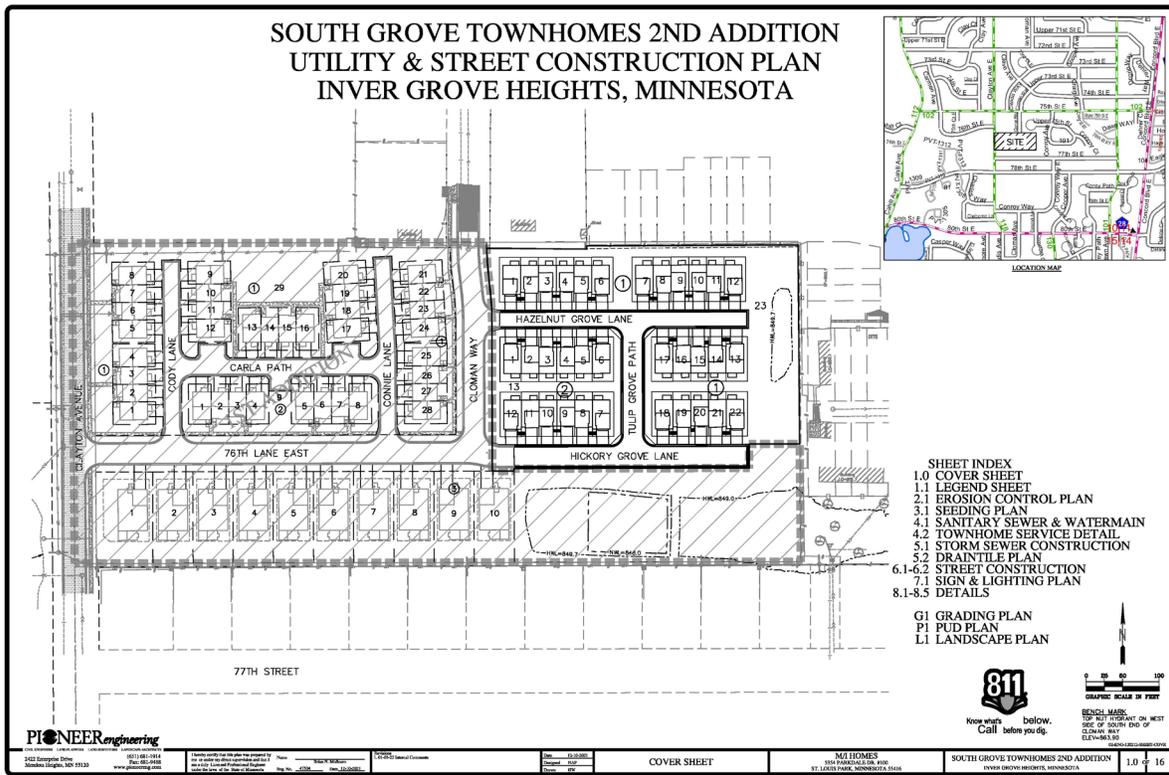
Lots 1 through 23, Block 1, South Grove Townhomes 2nd Addition, Dakota County, Minnesota

Lots 1 through 13, Block 2, South Grove Townhomes 2nd Addition, Dakota County, Minnesota

Outlot A, South Grove Townhomes 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS



The Development Plans include that certain set of plans titled “South Grove Townhomes 2nd Addition Utility & Street Construction Plan Inver Grove Heights, Minnesota” last revised on December 10, 2021 and includes the list of plans identified and labeled in the Sheet Index above.

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

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of South Grove Townhomes 2nd Addition (the “City Engineer Memos”):

1. Memo to City Engineer from Assistant City Engineer Steve Dodge dated January 21, 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.



Request for Council Action

Changes to Finance Department Staffing

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	Feb. 28, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	(651) 450-2511	Budget amendment requested	
Prepared by:	Kris Wilson, City Administrator	FTE included in current complement	
Reviewed by:	Amy Hove, Finance Director	New FTE requested - N/A	
		Other	X

ACTION REQUESTED

The Council is asked to: 1) authorize elimination of the position of Accountant within the City's Finance Department; and 2) direct the City Administrator to issue notice of lay-off to the incumbent employee and to offer a separation agreement to said employee, as described below.

SUMMARY

In 2021, the City hired Abdo Financial Solutions to evaluate several aspects of the Finance Department, including the staffing levels, mix of positions, and assignment of job duties. Other non-personnel aspects of the Department under review include general processes and procedures and the use of technology/software.

Abdo has completed their review of the Department's staffing and structure and is recommending a reorganization that requires approval of the City Council to implement.

Currently the Finance Department staffing consists of the following 7 full-time positions:

- Finance Director
- Senior Accountant
- Wage & Benefit Accountant
- Accountant
- Sr. Accounting Technician - Parks & Rec
- Accounting Technician - Receivables
- Accounting Technician - Payables

Abdo conducted a careful review and analysis of workflow, workloads, and the need for separation of certain duties and internal controls within the Department. They also reviewed all written job descriptions and interviewed all staff members. The resulting recommendations include the following:

1. Addition of an Assistant Finance Director
2. Transfer of the Sr. Accounting Technician to the Parks & Recreation Department
3. Elimination of the Accountant position

Additional recommendations were also made about the supervisory reporting structure within the Department and the specific job duties of each position. These can be implemented administratively and do not require Council action.

The City had already budgeted for the addition of an Assistant Finance Director position in the adopted 2022 budget and is prepared to proceed with filling that position at this time. Secondly, staff recommends that the transfer of the Sr. Accounting Technician to the Parks & Recreation Department be delayed for a while, until the new Parks & Recreation Director has had more time to settle in. That leaves the third recommendation - the elimination of the Accountant position, which would result in the layoff of the incumbent employee.

This recommendation reflects Abdo's finding that the City's Finance Department is under capacity at one level and over capacity at another. The Department lacks sufficient supervisory personnel and high-level accounting skills for an organization of our size and complexity. This will be addressed by the addition of an Assistant Finance Director. However, with the combined impacts of all of the recommended changes - to both staffing, process and procedures, and use of technology - there is no longer sufficient work of an appropriate level for the Accountant position.

RECOMMENDATION

As City Administrator, and with the concurrence of the Finance Director, it is my recommendation that Abdo's recommended reorganization be implemented and that the position of Accountant within the City's Finance Department be eliminated and the incumbent employee be provided notice of lay-off in accordance with the applicable union contract and personnel policies.

Secondly, it is my recommendation that the employee to be laid-off be offered a separation agreement drafted by the City Attorney's office, which would provide 6 weeks of pay and 3 months of continued health insurance payment in exchange for the employee providing a waiver of claims. An outplacement assistance package to assist with finding new employment is also being researched for inclusion in the separation agreement. Such a separation agreement is warranted given that this is a long-term employee who is being impacted by an organizational restructuring that is unrelated to their job performance.

Amy Hove, Finance Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

January 18, 2022

Dear Amy,

Thank you for engaging us to work with the City of Inver Grove Heights to provide recommendations, an organizational chart, and job descriptions for the future state of the Finance Department. Final recommendations included the addition of an Assistant Finance Director position, elimination of an Accountant position, and transferring a Parks & Recreation Sr. Accountant Technician to the Parks Department. These recommendations were based on the following:

Addition of Assistant Finance Director position

- Provides day-to-day management of the department that will allow the Finance Director to focus on strategic and long-term financial planning, staff development, and process improvement.
- Provides the department with an individual with more advanced governmental accounting skills and knowledge to assist with the more complex accounting tasks and allow additional employee development through mentoring and training.

Shifting of tasks between positions

- Allows for better internal controls with segregation of duties.
- Provides for cross training of positions.
- Better aligns tasks with employees who currently have accessibility to the data and already performing other similar duties as well as providing succession planning.

Removal of Parks & Recreation Sr. Accountant Technician

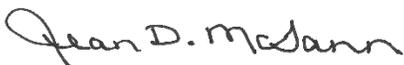
- Supports and works with the finance department by performing finance related tasks associated with the Parks & Recreation Department as they have more knowledge of the department's processes, goals, and responsibilities.
- Allows the parks and recreation department the ability to have more cross training, and internal control with other positions in their department.

Elimination of Accountant Position

- The addition of Assistant Finance Director position provides for more advance governmental accounting skills which allowed tasks to be reallocated and the position of Accountant no longer necessary.

Abdo FS would like to thank the City for the commitment to this project and for their assistance and input.

Sincerely,



Jean McGann, CPA
President and Partner



Request for Council Action

Public Hearing to Consider Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for the 2022 Pavement Management Program, City Project No. 2022-09G - Albano Trail and Albright Court Rehabilitation

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Public Hearing	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
	Brian Connolly, Public Works Director	Other: Pavement Management Fund, Stormwater Utility Fund, and Special Assessments	X

ACTION REQUESTED

The Council is asked to conduct a public hearing and then consider adoption of the attached resolution ordering the project and authorizing preparation of plans and specifications for the 2022 Pavement Management Program, City Project No. 2022-09G - Albano Trail and Albright Court Rehabilitation.

SUMMARY

On January 10, 2022, the City Council received the feasibility report by Bolton & Menk and scheduled the improvement hearing for City Project No. 2022-09G - Albano Trail and Albright Court Rehabilitation.

The feasibility report recommends a 2-inch mill and overlay with minor utility rehabilitation work and limited curb repair. The feasibility report includes preliminary design with cost estimate, preliminary budget, existing utility analysis, outreach to affected property owners and a project schedule.

The total estimated project cost is \$306,300. Funding will come from the pavement management fund, stormwater utility fund, and special assessments. The City assessment policy for the recommended improvements is 80% of the street and storm water project costs. The policy assessment amount for the 26 single family properties benefited by the project is \$9,424 per lot. The assessed amount is higher than what it would be for a typical residential lot, because of longer street frontage for this "large lot" neighborhood with lots averaging about 1.5 acres. A benefit analysis report by an independent appraiser supports a maximum assessment amount of \$15,600 per single family property.

Based on city and resident feedback, residents were presented a revised schedule at the February information meeting, with the assessment hearing to be scheduled after construction once all costs are finalized. This schedule revision was included in the final feasibility report.

Information was provided to property owners regarding the project via mail and posted on the City's project website. The City hosted two sets of open houses for the project, the first on November 30, 2021 (virtual) and December 2, 2021 (in-person), and the second on February 8, 2022 (virtual). Residents representing 12 properties attended the initial pair of open houses, while residents representing four (4) properties attended the February open house. Residents were also able to provide feedback via direct outreach to City staff via phone and email.

General concerns among residents included the value of the preliminary assessment and concerns about past and future City roadway maintenance practices. Staff reviewed and answered questions regarding the assessment policy, discussed the independent benefit analysis appraisals, and provided feedback about preventative maintenance practices in the past, and proposed ongoing maintenance activities to be expected in the future. A summary of questions and responses was posted to the project website with the presentation slides from each set of open house meetings.

Staff recommends passage of the attached resolution ordering the project and authorizing preparation of plans and specifications for City Project No. 2022-09G - Albano Trail and Albright Court Rehabilitation.

ATTACHMENTS

Resolution

Preliminary Assessment Map
Preliminary Assessment Roll

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

RESOLUTION NO. 2022-042

RESOLUTION ORDERING IMPROVEMENT AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2022 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2022-09G - ALBANO TRAIL AND ALBRIGHT COURT REHABILITATION

WHEREAS, On January 10, 2022, City Council received the feasibility report by Bolton & Menk and called for a public hearing on the proposed improvement project, 2022 Pavement Management Program, for City Project No. 2022-09G - Albano Trail and Albright Court Rehabilitation; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on February 28, 2022, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, a proposal was approved by City Council on October 11, 2021, for final design, bidding, and construction management services from Bolton & Menk for City Project No. 2022-09G.

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

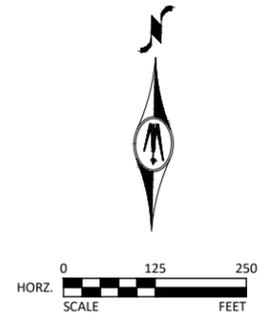
1. Such improvement is hereby ordered as proposed in the Council resolution adopted February 28, 2022.
2. Project contract documents (plans and specifications) are authorized to be prepared by staff and Bolton & Menk.
3. Project is being funded by the Pavement Management Fund, Stormwater Utility Fund and Special Assessments.
4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 28th day of February 2022.

Tom Bartholomew, Mayor

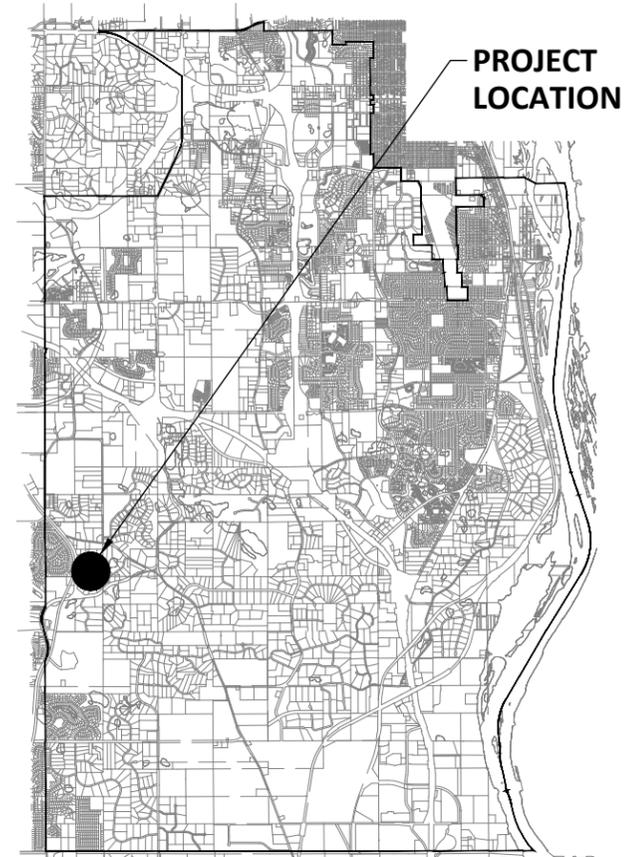
ATTEST:

Rebecca Kiernan, City Clerk



LEGEND

IMPROVED STREET	
SINGLE FAMILY RESIDENTIAL	
OUTLOT (NON-ASSESSABLE)	



PRELIMINARY ASSESSMENT ROLL
 Albano Trail & Albright Court Street Rehabilitation
 City Project No. 2022-09G

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
1	208147501050	SF	MCNERNEY JASON M	9433 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
2	208147501060	SF	RISK DAVID	9392 ALBRIGHT CT	\$9,424.39	\$15,600.00	\$9,424.39
3	208147501070	SF	BAZAL MICHAEL J & JEANNE A	9356 ALBRIGHT CT	\$9,424.39	\$15,600.00	\$9,424.39
4	208147501080	SF	TANGEN GREG	9324 ALBRIGHT CT	\$9,424.39	\$15,600.00	\$9,424.39
5	208147501090	SF	SCHOUVELLER JOHN M & GAYL M	9296 ALBRIGHT CT	\$9,424.39	\$15,600.00	\$9,424.39
6	208147501100	SF	LIGTENBERG KERRY D & SARA K	9274 ALBRIGHT CT	\$9,424.39	\$15,600.00	\$9,424.39
7	208147501110	SF	MARSH JODY A TSTE	9262 ALBRIGHT CT	\$9,424.39	\$15,600.00	\$9,424.39
8	208147502010	SF	ABELOVITZ JOSEPH H & JULIE M	9349 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
9	208147502020	SF	KRUEGER RICHARD E & ANNE E	9333 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
10	208147502030	SF	FJALSTAD JON D & CAROL N	9319 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
11	208147502040	SF	ESSER JACK M & STEPHANIE L	9305 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
12	208147502050	SF	AGREN PETER DAVID	9293 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
13	208147502060	SF	HOTTINGER DAVID G	9279 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
14	208147502070	SF	HITTNER KEITH H JR & NICOLE	9269 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
15	208147502080	SF	BUSCH PAUL G & SHEILA G	9261 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
16	208147502090	SF	JUSTICE RANDY & JAYNE	9253 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
17	208147502100	SF	JENSEN JAY M & MICHELLE J	9245 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
18	208147502110	SF	WHITEHEAD BRANDON	9237 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
19	208147503080	SF	FLASKERUD CRAIG	9252 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
20	208147503070	SF	MURPHY JOSEPH M	9316 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
21	208147503060	SF	VECELLIO CHRISTOPHER P	9336 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
22	208147503050	SF	URICK WILLIAM BRIAN	9350 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
23	208147503040	SF	FRANKLIN KENNETH P & JOAN M	9364 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
24	208147503030	SF	KERR THOMAS M & MARY B	9374 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
25	208147503020	SF	LEANDER JEANNETTE M	9384 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
26	208147503010	SF	CARLSON DANIEL & MAUREEN	9418 ALBANO TRL	\$9,424.39	\$15,600.00	\$9,424.39
		OUTLOT	VES VALLEY HOA	OUTLOT A	\$0.00	-	\$0.00
							\$245,034.06

OUTLOT A (NON-ASSESSABLE)

TOTAL STREET & STORM COST:	\$306,292.57
ASSESSABLE STREET & STORM COST (80%):	\$245,034.06
# OF RESIDENTIAL UNITS (PROJECT AREA):	26
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE):	\$9,424.39



Request for Council Action

Consider approval of an ordinance amendment and Conditional Use Permit for a recreation center located at 5280 South Robert Trail (Haunt Armada - Case No. 22-04CZA)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	X
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

ACTION REQUESTED: The Council is asked to consider the following actions for applicant Haunt Armada:

1. Adoption of an Ordinance amending the definition of Recreation Center.
 - Requires a 3/5th's vote.

2. A Resolution approving a Conditional Use Permit to allow a Recreation Center use to be operated out of the Salem Square shopping center located at 5280 South Robert Trail.
 - Requires a 4/5th's vote.
 - 60-day deadline: March 4, 2022 (first 60 days)

SUMMARY:

The applicant is requesting a conditional use permit to operate a recreation center out of the existing Salem Square Building. During the review process staff suggested to also amend the definition of Recreation Center to bring it up to date with today's types of entertainment uses.

The applicant has stated the first phase of their business would be a haunted attraction, slated to open Fall 2022. The applicant would then expand into a year-round entertainment venue that could allow uses such as escape rooms, mini golf, and laser tag. The applicant has stated that their peak operating hours are typically Friday and Saturday nights. Staff does not believe that the proposed use would conflict with the existing tenants in the strip mall, that include a daycare, dance studio, cleaning business and church. Access to the site is not changing, there is one access point off 54th Street. There is roughly 260 feet between the access point and South Robert Trail providing plenty of stacking space for traffic to move safely on and off Robert. If traffic and congestion become a problem, the applicant has a variety of mitigation efforts in mind to help with any potential public safety concerns. Staff believes the general CUP criteria has been met for the proposed use.

In reviewing the current definition of Recreation Center it was noted that it is outdated and should be amended to reflect more current types of uses. The biggest proposed change is incorporating text

allowing *leisure, amusement, and recreation activities*. This was done to be generic and open for the types of uses the applicant is proposing and what Staff has been hearing and seeing in today's market. Staff is also removing the name of a specific business out of the definition.

RECOMMENDATION:

Planning Staff: Based on the information provided staff recommends approval of the zoning code amendment and the conditional use permit for a Recreation Center to be operated out of the existing building with the conditions listed in the attached resolution.

Planning Commission: At the February 2, 2022 public hearing, the applicant was present. No neighbors testified at the hearing. The Planning Commission recommended approval of the requests as presented (8-0).

Attachments: Ordinance Amendment
CUP Resolution
PC recommendation
Planning Report

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

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,
CHAPTER 2, SECTION 2 AMENDING THE DEFINITION OF RECREATION CENTER
AND TO TITLE 10, CHAPTER 6, SECTION 2 AMENDING THE LAND USE TABLE TO
INCLUDE THE PROPOSED CHANGES**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Inver Grove Heights City Code Title 10, Chapter 2, Section 2 is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

RECREATION CENTER: A facility open to the public for leisure, amusement, and recreation activities, including but not limited to ~~includes~~ any one or a combination of the following: bowling alleys, ~~billiard or pool rooms,~~ skating rinks, dance halls, gymnasiums, YMCA, YWCA, swimming pools, ~~and~~ fitness centers and entertainment facilities for the purpose of providing recreation and entertainment.

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

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

RESOLUTION NO. 2022-043

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A RECREATION
CENTER**

Haunt Armada
Case No. 22-04C

WHEREAS, the request is for the property located at 5280 South Robert Trail and legally described as:

S 5 A OF PT OF E 1/2 OF NW 1/4 COM NW COR S 1621.62 FT E 630.04 FT NW TO PT ON N LINE 450 FT E OF BEG W 450 FT TO BEG EX 0.82 ACS IN PARCEL 29 OF STH R/W PLATS 19-62 & 63, according to Dakota County, Minnesota

WHEREAS, an application for a conditional use permit has been submitted to allow a recreation center out of the existing building;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan, is in conformance with the Zoning Ordinance and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on February 2, 2022;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a conditional use permit to allow a recreation center to be operated out of the existing building is hereby approved subject to the following conditions:

1. All parking/drive aisles areas shall be properly marked and follow all fire and building code requirements.

2. The applicant must apply for and obtain a building permit for any signage or building improvements.
3. Operation of a new business may not commence until an Occupancy permit is obtained from the City Inspections Department.
4. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
5. All display pennants, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.
6. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines.
7. All mechanical equipment shall be substantially screened from view as seen from a reasonable viewing perspective.

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

Adopted by the City Council of Inver Grove Heights this 28th day of February, 2022.

AYES:

NAYS:

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: February 2, 2022

SUBJECT: **HAUNT ARMADA - CASE NO. 22-04C**

Reading of Public Notice

Commissioner Simon read the Public Hearing notice to consider the request for Haunt Armada - Case No. 22-04C. The request involves property located at 5280 Robert Trail South and consists of a Zoning Code Amendment to amend Title 10 Chapter 2 Section 2, definition of Recreation Center and a Conditional Use Permit for a Recreation Center Use within the existing Salem Square Building and any other related variances. Notices were mailed to four property owners on January 19th, 2022.

Presentation of Request

Associate Planner Heather Botten discussed the request for property located on the east side of Robert Trail, south of 494, zoned B-3 which is the General Business District. The Applicant is requesting a Conditional Use Permit to operate a recreational center type of use out of the existing Salem Square Building. There are no proposed additions to the building or any changes to the parking lot as it currently sits. The First Phase would be a haunted attraction the Applicant would plan to open this fall. The Applicant would expand that into a year-round entertainment venue that could allow uses such as escape rooms, mini golf, and laser tag. During the process Staff suggested to also look at the definition of Recreation Center to bring it up to date on today's recreation uses and make sure they are encompassing everything the applicant is wanting to do. The other tenants in the building include: a daycare, dance studio, cleaning business, and a Church. The Applicant has stated that their peak operation hours are typically at night and mainly on weekends (Friday and Saturday nights). Staff does not believe that their peak operation times would conflict with the everyday uses of the existing tenants in the strip mall. The use is consistent with the goals and policies of the 2040 Comprehensive Plan and consistent with the B-3 Zoning District with the Conditional Use Permit. She mentioned that the Fire Marshal and the Building Official would be reviewing any type of Occupancy Permits. She said the Applicant has been in contact with both already as they have been doing some internal remodeling of the existing suites. Access to the site is not changing, there is one access point off 54th Street. There is roughly 260 feet between the access point and Robert Trail providing plenty of stacking for back up and for traffic to move safely on and off Robert. There is also internal stacking before they get into the parking lot. If traffic and congestion become a problem, the Applicant has discussed mitigation efforts to help with public safety concerns. Staff believes the general CUP criteria have been met for the proposed use.

Ms. Botten addressed the amendment to the Zoning Code stating that Staff would be adding a new definition to be consistent with the Code. They currently have the definition of Recreation. There is a Recreation Public and Recreation Commercial. They did the same thing for the Recreation Center. The existing Recreation Center has the addition of the word

"Public" behind it. A whole new definition was added for Recreation Center Commercial. The biggest change was incorporating the text of allowing Leisure, Amusement, and Recreation Activities. This was done to be generic and open for the types of uses the Applicant is proposing and that Staff has been hearing and seeing in today's market. Staff is also removing the name of one specific to a business and removing the name of the business out of the definition. Staff recommends approval of the CUP and the Zoning Code Amendment.

Commissioner Weber commented the Public Institutional properties that lie throughout the city are very limited. If looking at that for Recreation Center Commercial, he doesn't want to drop the permitted use or CUP use off of that on the Zoning Code.

Ms. Botten replied currently Recreation Center is a Conditional Use in the B-3 and permitted in the Public Institutional.

Commissioner Weber referenced the line above it that states "Owned and operated by a unit of the Government for the purpose of providing recreation". He said if an individual owns a piece of Public Institutional land, they fall out of the category of a permitted use if they want to put a recreational center on their Public Institutional land.

Mr. Hunting responded that wouldn't be owned and operated by unit of Government then. Commissioner Weber said that was what he was trying to avoid. If an individual owns a piece of Public Institutional property, and now they are making a Code change that would wipe them off.

Ms. Botten asked if they should add the word Public/Private.

Commissioner Weber said he would say that Recreation Center Commercial under the P-Institutional District and continue the Permitted Use there. That would stay cohesive with what they have now and separate out a little bit.

Ms. Botten understood what was being said. They don't want to make an existing use a non-conformity, which is not the intent.

Commissioner Robertson asked if there was Public Institutional that was privately owned.

Mr. Hunting responded Churches and Private Schools.

Commissioner Robertson asked what the standards were for porta potties with the city or permitting process, even if temporary. She asked if anyone could put up a porta potty. She was asking from a city perspective.

Ms. Botten responded they wouldn't want it for a permanent use.

Commissioner Robertson said she has seen them temporarily but was curious to know because it was the Applicant's desire, and a smart one. She asked if there was an additional step that has to be done if a business or entity wants to put up porta potties.

Ms. Botten responded not that she was aware of. They could not take up handicapped spots as it would become a Building Code issue. She was not aware of any separate Building Permits for temporary porta potties.

Opening of Public Hearing

Adam Peck, 443 13th Avenue South, South St. Paul, has read and understands the report. He did not have any comments or questions.

Chair Niemioja closed the Public Hearing.

Planning Commission Discussion

Commissioner Simon asked about the Applicant allowing their workers to park on Alta. She asked if it was wide enough to accommodate both directions and parking.

Ms. Botten said it if was not wide enough it would be signed no parking.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Wippermann, to approve the Zoning Code Amendment to amend the definition and land use table regarding Recreation Center Commercial and Recreation Center Public with the one change noted to allow the Public Institutional land designation to be Permitted Use under the Commercial side for Haunt Armada - Case No. 22-04C located at 5280 Robert Trail South. Motion carried (9/0).

Motion by Commissioner Weber, second by Commissioner Robertson, to approve the Conditional Use Permit to allow Recreation Center Commercial Use to be operated out of the existing building located at 5280 South Robert Trail with the five conditions listed.

Motion carried (9/0). This item goes before the City Council on February 28th, 2022.



PLANNING REPORT

CASE NO.: 22-04C

APPLICANT: Haunt Armada

PROPERTY OWNER: D & T Property Inc.

REQUEST: Zoning Code Amendment and Conditional Use Permit

HEARING DATE: February 2, 2022

LOCATION: 5280 S. Robert Trail

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting to operate a haunted attraction within Salem Square mall with the intent to expand into a year-round entertainment venue that could include uses such as escape rooms, laser tag, mini-golf, etc. Staff believes this type of use fits most closely with the land use Recreation Center which is a conditional use in the B-3, General Business district. Staff also believes the current definition of Recreation Center is outdated and should be amended to reflect more current types of recreation uses.

The property is approximately 3.76 acres in size and is connected to city utilities. The current tenants include a day care, dance studio and church. The proposed use of a "recreation center" would have peak operation times that would not conflict with the everyday uses of the existing tenants. The applicant has stated their peak hours would be in the evening and mainly weekend use.

SPECIFIC REQUEST

The applicant is requesting the following:

- A **Zoning Code Amendment** to change the definition and land use table regarding a Recreation Center.
- A **Conditional Use Permit** to allow a Recreation Center, commercial use to be operated out of the existing building

EVALUATION OF THE REQUEST

Surrounding Uses: The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

North	Right-of-way
West	Right-of-way
South	Park Dental; zoned B-3, General Business; guided RC, Regional Commercial
East	Multi-family; zoned R-3C, multi-family; guided HRD, High Density Res

SITE PLAN REVIEW

Setbacks. There are no building additions or changes to the exterior proposed at this time.

Parking Lot. Parking requirements for the proposed use is not specified in the zoning code. Based on the applicant's data and using the movie theater parking guidelines staff figured one parking space per four people based on design capacity. The applicant is estimating a maximum of 300 people per hour during their busiest times, which would equal a parking demand of 75 spaces. Currently there are 167 spaces, not including the bank parking or parking that may be striped on the east side of the property. The applicant is considering bringing in a food truck or two along with porta-pots during the high-demand weekends in October. The applicant discusses parking mitigation options in their narrative if parking and public safety become a problem.

Access. Access to the site is not changing; there is one access point off 54th Street. There is roughly 260 feet between Robert Street and the entrance to the facility, providing plenty of stacking room for traffic to move safely on and off Robert. If traffic is backed up it could also be routed down Alta to Upper 55th Street.

Lighting. There are no changes proposed to the existing site lighting.

Signage. Signage is not approved as part of the CUP request. Signage on the property shall follow section 10-15E of the city code. A building permit is required for any new signs or changes to the existing signs.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building.

Engineering. Engineering has reviewed the plans. There is no additional impervious surface being added and no changes being made to the existing parking lot. Engineering takes no exception to the request.

Conditional Use Permit (CUP)

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*
The use is consistent with the goals, policies, and plans of the 2040 Comprehensive Plan. The future land use of this parcel is Regional Commercial and recreational uses are consistent with the uses envisioned in this district.
2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*
This standard would be met. The General Business district is intended for large scale services and retail sales serving the region. Entertainment types of uses are a type of use intended to be located in the B-3 zoning district and are allowed with a conditional use permit.
3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*
This standard would be met. The proposed use will not create any adverse physical impacts upon the neighborhood. There will not be any changes to the existing or surrounding properties.
4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*
The proposed request does not appear to have any negative effects on City facilities or services. The City Fire Marshal and Building Official would review and approve plans for code compliance prior to any occupancy permits for the use.
5. *The use is generally compatible with existing and future uses of surrounding properties, including:*
 - a) *Aesthetics/exterior appearance*
There are no exterior changes proposed to the site.
 - b) *Noise*
The proposed use would not generate noises that are inconsistent with B-3 zoning.
 - c) *Traffic*
The peak hours for the entertainment venue would be during the evening hours, mainly on weekends. The proposed use will not likely create a traffic problem.
 - d) *Drainage*
No additional impervious surface is proposed; this condition is met.
 - e) *Fencing, landscaping and buffering*
Not applicable.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*
 The applicants would be renovating an existing building. No additions are proposed at this time. The Fire Marshall and Building Official would be reviewing the site to be in compliance with fire and building codes.
7. *The use does not have an undue adverse impact on the public health, safety or welfare.*
 Staff is not aware of any public health, safety or welfare issues associated with the proposal. This standard has been met.
8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*
 N/A

PROPOSED ORDINANCE LANGUAGE

The current definition of Recreation Center is outdated and should be amended to reflect more current types of recreation uses.

To be consistent with the current definitions of Recreation, commercial and Recreation, public a new definition is being added *Recreation center, commercial* and then the existing *Recreation Center* definition is being amended.

10-2-2 Definitions

RECREATION CENTER, COMMERCIAL: A facility open to the public for leisure, amusement, and recreation activities, including but not limited to bowling alleys, skating rinks, gymnasiums, fitness centers, and entertainment facilities that are owned and operated by a private enterprise for the purpose of providing recreation and entertainment.

RECREATION CENTER, PUBLIC: A facility open to the public for leisure, amusement, and recreation activities, including but not limited to includes any one or a combination of the following: bowling alleys, billiard or pool rooms, skating rinks, dance halls, gymnasiums, YMCA, YWCA, swimming pools and fitness centers owned and operated by a unit of government for the purpose of providing recreation.

10-6-2 Land Uses in all nonresidential districts

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
<u>Recreation center, commercial</u>			C									
<u>Recreation center, public</u>			C						P			

ALTERNATIVES

The Planning Commission has the following actions available for the proposed request:

A. Approval. If the Planning Commission finds the application acceptable, the Commission should make the following recommendations:

- Approval of the **Zoning Code Amendment** to amend the definitions and land use table regarding Recreation center, commercial and Recreation center, public.
- Approval of the **Conditional Use Permit** to allow a *Recreation center, commercial* subject to the following conditions:
 1. All parking/drive aisles areas shall be properly marked and follow all fire and building code requirements.
 2. The applicant must apply for and obtain a building permit for any signage or building improvements.
 3. Operation of a new business may not commence until an Occupancy permit is obtained from the City Inspections Department.
 4. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
 5. All display pennants, searchlights, balloons, and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.

B. Denial. If the Planning Commission does not find it necessary to modify the existing code language or does not support the conditional use permit application, the Commission could recommend denial of the proposed requests. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the zoning code amendment and conditional use permit as presented.

Attachments: Section 10-2-2 & 10-6-2
Zoning and location map
Narrative
Site Plan

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

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,
CHAPTER 2, SECTION 2 AMENDING THE DEFINITION OF RECREATION CENTER
AND TO TITLE 10, CHAPTER 6, SECTION 2 AMENDING THE LAND USE TABLE TO
INCLUDE THE PROPOSED CHANGES**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Inver Grove Heights City Code Title 10, Chapter 2, Section 2 is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

RECREATION CENTER, COMMERCIAL: A facility open to the public for leisure, amusement, and recreation activities, including but not limited to bowling alleys, skating rinks, gymnasiums, fitness centers, and entertainment facilities that are owned and operated by a private enterprise for the purpose of providing recreation and entertainment.

RECREATION CENTER, PUBLIC: A facility open to the public for leisure, amusement, and recreation activities, including but not limited to ~~includes~~ any one or a combination of the following: ~~bowling alleys, billiard or pool rooms, skating rinks, dance halls,~~ gymnasiums, YMCA, YWCA, swimming pools and fitness centers owned and operated by a unit of government for the purpose of providing recreation.

Section Two. Amendment. Inver Grove Heights City Code Title 10, Chapter 6, Section 2 is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

10-6-2 Land Uses in all nonresidential districts

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
<u>Recreation center, commercial</u>			<u>C</u>									
<u>Recreation center, public</u>			<u>C</u>						P			

Section Three. 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

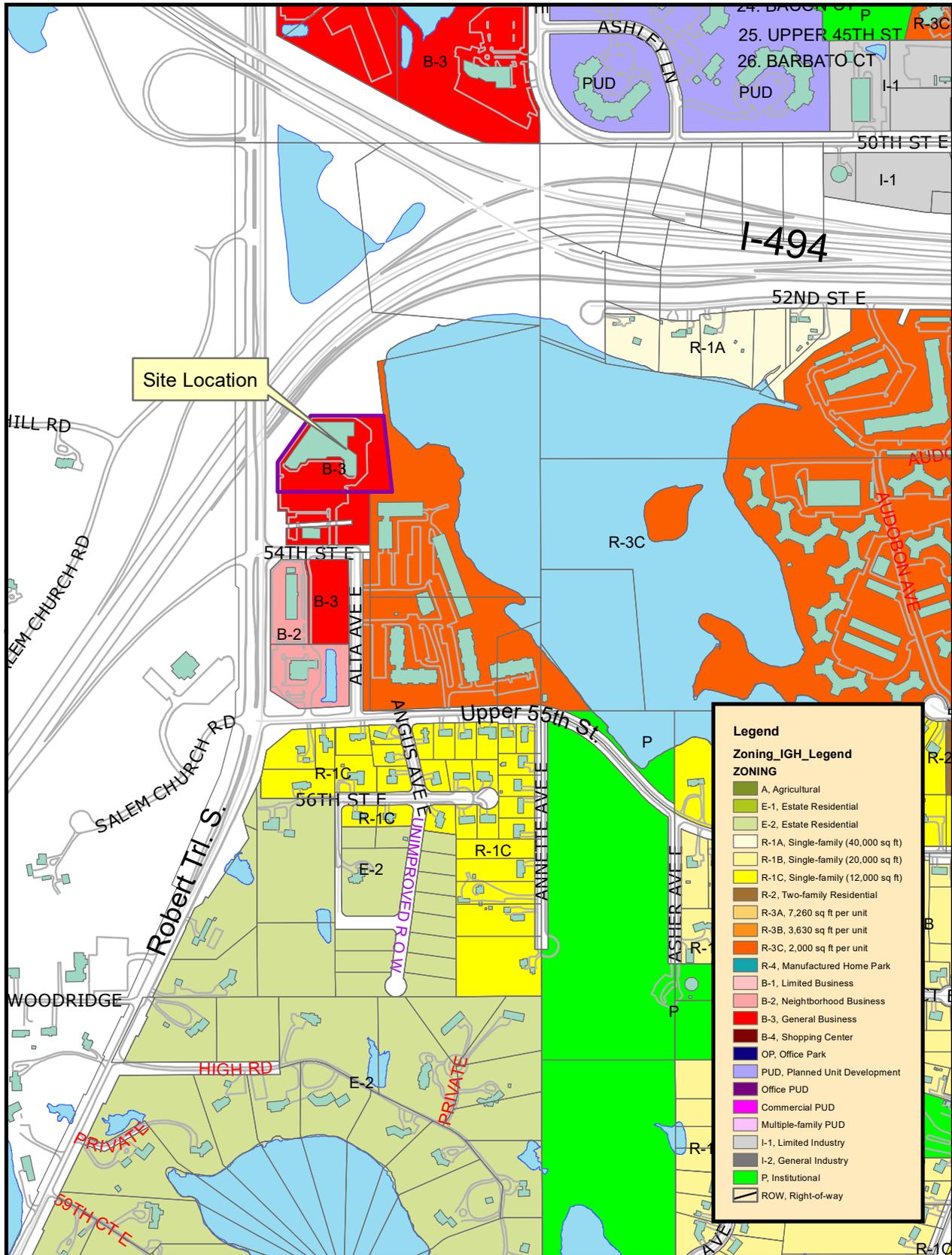
Thomas Bartholomew, Mayor

Attest:

Rebecca Kiernan, City Clerk



Case No. 22-04C 5280 Robert Trail S.



Legend	
Zoning_IGH_Legend	
ZONING	
[Green]	A, Agricultural
[Light Green]	E-1, Estate Residential
[Light Green]	E-2, Estate Residential
[Light Yellow]	R-1A, Single-family (40,000 sq ft)
[Light Yellow]	R-1B, Single-family (20,000 sq ft)
[Yellow]	R-1C, Single-family (12,000 sq ft)
[Orange]	R-2, Two-family Residential
[Orange]	R-3A, 7,260 sq ft per unit
[Orange]	R-3B, 3,630 sq ft per unit
[Orange]	R-3C, 2,000 sq ft per unit
[Blue]	R-4, Manufactured Home Park
[Pink]	B-1, Limited Business
[Red]	B-2, Neighborhood Business
[Red]	B-3, General Business
[Dark Red]	B-4, Shopping Center
[Dark Blue]	OP, Office Park
[Purple]	PUD, Planned Unit Development
[Purple]	Office PUD
[Magenta]	Commercial PUD
[Light Purple]	Multiple-family PUD
[Grey]	I-1, Limited Industry
[Grey]	I-2, General Industry
[Green]	P, Institutional
[Line]	ROW, Right-of-way

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map
Map not to scale

Nowhere Haunted House

Haunt Armada LLC

Operations Summary

Nowhere Haunted House is a proposed venture by Haunt Armada LLC. The purpose of this endeavor is to open a haunted attraction at Salem Square Mall located at 5300 S Robert Trail in Inver Grove Heights that in the future will diversify offerings to include year-round entertainment such as escape rooms, themed laser tag, mini golf, immersive theater experiences, and an eventual banquet facility with themed catering options. Initially, we will lease suites #200 (6,306sqft), and #300 (13,262sqft), but our hope is to lease additional units in the building as they become available and as the business grows.

As a company, we wish to emphasize charitable giving. Our focus will be to give back to the community in which we operate by collecting food donations for Neighbors Inc. food shelves and organizing Halloween costume and winter clothing drives for lower income families. We hope to partner with local schools to offer a mentorship program for future haunters, in which students will be able to work in groups to create their own haunted house set. From conceptualization to the build, to writing actor dialogue, they'll learn about producing a professional haunted attraction and develop skills like partnership, creative design, and operations management. We also plan to offer safe, free, indoor trick-or-treating for local youth every Halloween night.

Nowhere Haunted House will be an indoor attraction. The only outdoor requirements will be the usage of 4-6 parking spaces for the placement of porta potties and parking for food vendors. A diagram of our proposed parking lot layout for our busy month of October is included below. A full-scale haunted house attraction will operate each year beginning in late September/early October and run through Halloween. Based on industry polling and recorded attendance numbers of our previous projects and other like businesses, we estimate seasonal attendance reaching up to 30,000 patrons per season within 3 years. The production will draw on a customer base from the entire metro area and beyond, with a significant part of the overall budget being applied to a varied marketing strategy to achieve the projected attendance numbers. Our initial 6 months after signing a lease will focus on producing the seasonal haunted house, including 5 distinct indoor walkthroughs, concessions, and merchandising. All year entertainment additions will be developed for opening in subsequent years. For example, in year two we plan to add three escape rooms, a themed mini-golf attraction. and a makers' space for creating our own in-house merchandising, props, masks, and costumes to be made commercially available both at the physical location and online. We plan to open our haunted house during several other times of year for holiday themed walkthroughs on a much smaller scale.

We will offer onsite parking to customers, but plan to use no more than 120 out of 241 parking spaces for our busiest nights in October. We are requesting the usage of adjacent Alta Ave for employee parking. We estimate the need for about 30 vehicles to park along a roughly 700' stretch of road. Currently, this street

does not have any 'No Parking' signage, although there is a Metro Transit bus stop that we can temporarily mark off and monitor to keep clear. Our parking attendants will monitor the entirety of the nearby area to ensure our employees and patrons are only parking in designated spaces and not in the lots of neighboring businesses, or at Salem Green apartments. We plan to designate a specific portion of the parking lot for our customers, while leaving the rest of the parking lot accessible for our neighbors in the building.

To mitigate crowds, we will utilize timed online ticketing blocked in 15-minute entry intervals and cap available tickets to keep our numbers manageable and safe, and within occupancy limits. We will limit our available tickets for our October event to 300 people per hour, thus only needing 75 parking spaces to conform to the city code requirements of one space per four people attending an event. The parking lot itself has 241 parking spaces, and we would only require the use of approximately 120 of those spaces for our busiest nights of operation to allow for overflow, or for customers who linger after walking through the haunted house to purchase concessions, merchandise, etc. Our plan is for a 35/45-minute walkthrough experience.

Our plan for 2022 is to operate the nights of 10/1, 10/6-10/8, 10/13-10/16, 10/19-10/23, and 10/26-10/31. We plan to open at 6pm, with the last group admitted at 10:45pm on weeknights, and 11:45pm on Friday and Saturday nights. We also plan to open during the day on weekends for low scare experiences geared towards kids and families. We believe we will be far enough in proximity from residential areas for noise mitigation to not be an issue with the noise created from running the haunted house being contained indoors. We will hire our own onsite security and parking attendants to direct our customers to the proper parking location, and to make sure our neighbors' customers can park without hassle. We will make the parking information a featured part of our marketing and on our website.

Queue line space will be indoors and be large enough to allow for social distancing. This, coupled with timed ticketing and virtual queue options will alleviate excessively large crowds. Our determination is that with these crowd control options, we can keep our business to fewer than 225 patrons at any given time.

Footprint of food truck area will not exceed area pictured. We plan to invite 1-2 food vendors to operate nightly during our Halloween attraction. We hope to sell prepackaged concessions items ourselves such as soda, chips, and candy, but have not yet ruled out applying for a permit to serve some hot items like hotdogs and brats as well. Potable water will be made available.

We plan to allot a designated space for 3-4 porta-potties to service our patrons through the Halloween season. We will place them have them regularly serviced throughout to alleviate any health concerns. Our staff will clean the parking lot and surrounding area on a nightly basis.

There will be **no alcohol** served at our establishment and any patrons or employees who are noticeably intoxicated will be refused entry to the attraction. No backpacks will be allowed in, and each patron will pass metal detection by security on their way into the queue. The safety of our customers and staff is our number one priority, and we want to foster an environment that can be fun for people of all ages.

As a business, we will comply with all city, state, and federal employment and business laws, as well as ensuring our build-out is properly permitted, inspected, and meets or exceeds all requirements

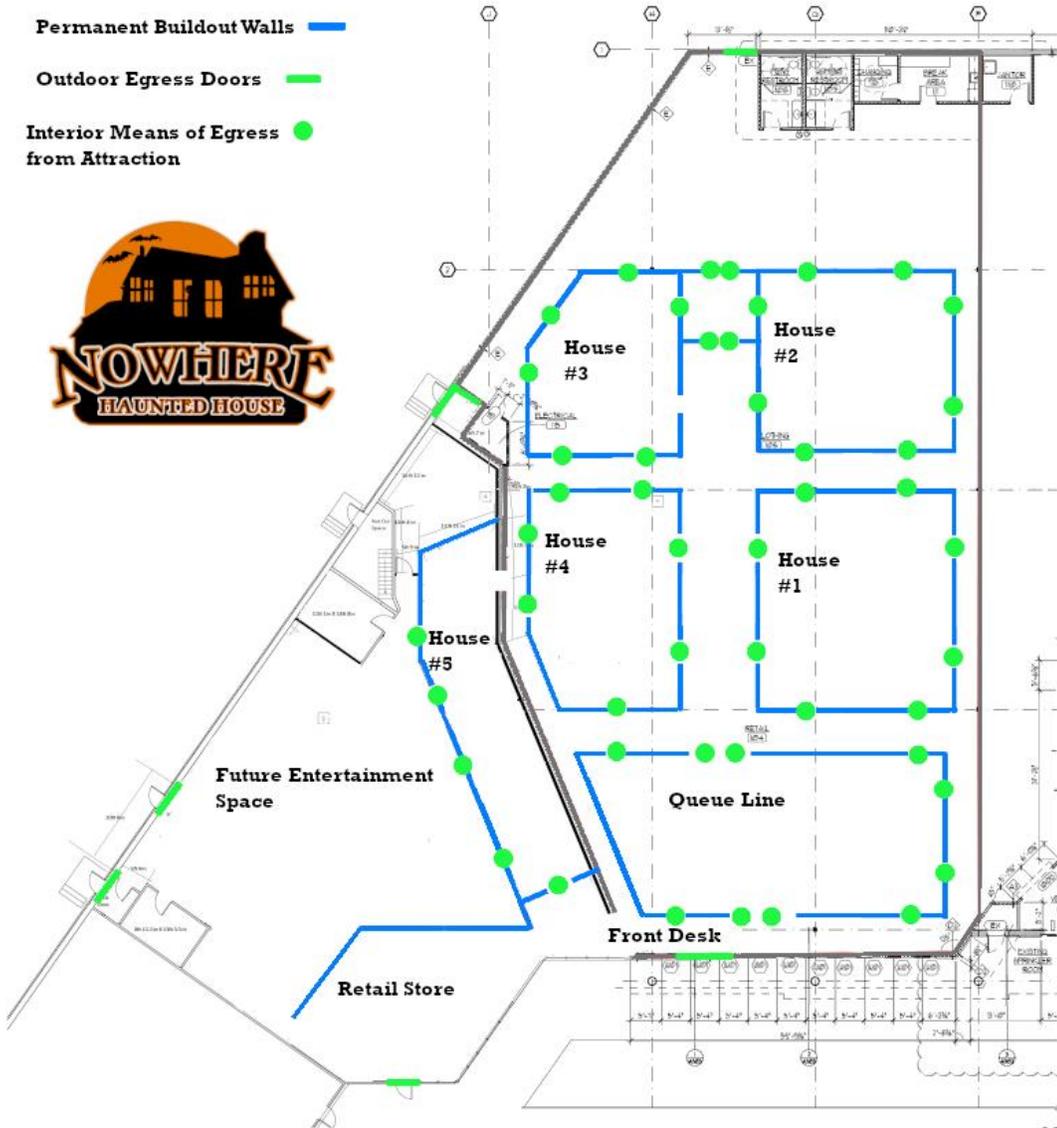
for a haunted attraction or special amusement classification A-3 and other applicable classifications as outlined in the Minnesota Fire Code, and 2020 Minnesota Building Code. Our interior finish materials will comply with requirements stated in table 803.3 of Minnesota Fire Code, and all interior modular walls will be painted with interior latex paint impregnated with an NFPA 703 rated fire retardant. We will not construct any ceiling between walkways and sprinkled ceiling without utilizing a sprinkler fitter to permit and bring sprinkled water into the ceilinged space. We will include in our building permit submittal a proposal to frame an opening between suites #200 and #300 where the dividing wall meets the front exterior wall, and another along the same adjoining interior wall in a position yet to be determined. We will build to include numerous means of egress in compliance with MBC and MFC, as well as draft and submit an updated emergency evacuation plan each year. Our evacuation plan will be included in our employee handbook, and we will hold evacuation drills with our staff prior to opening each season. We plan to make our entire attraction ADA accessible. The building does have both sprinkler and fire alarm systems currently installed.

As previously stated, the safety of our customers and employees is the most important part of operating our business. We want to work closely with city officials to make sure we are maintaining the highest standards for safety.

- Permanent Buildout Walls —
- Outdoor Egress Doors —
- Customer Walkthrough Route —

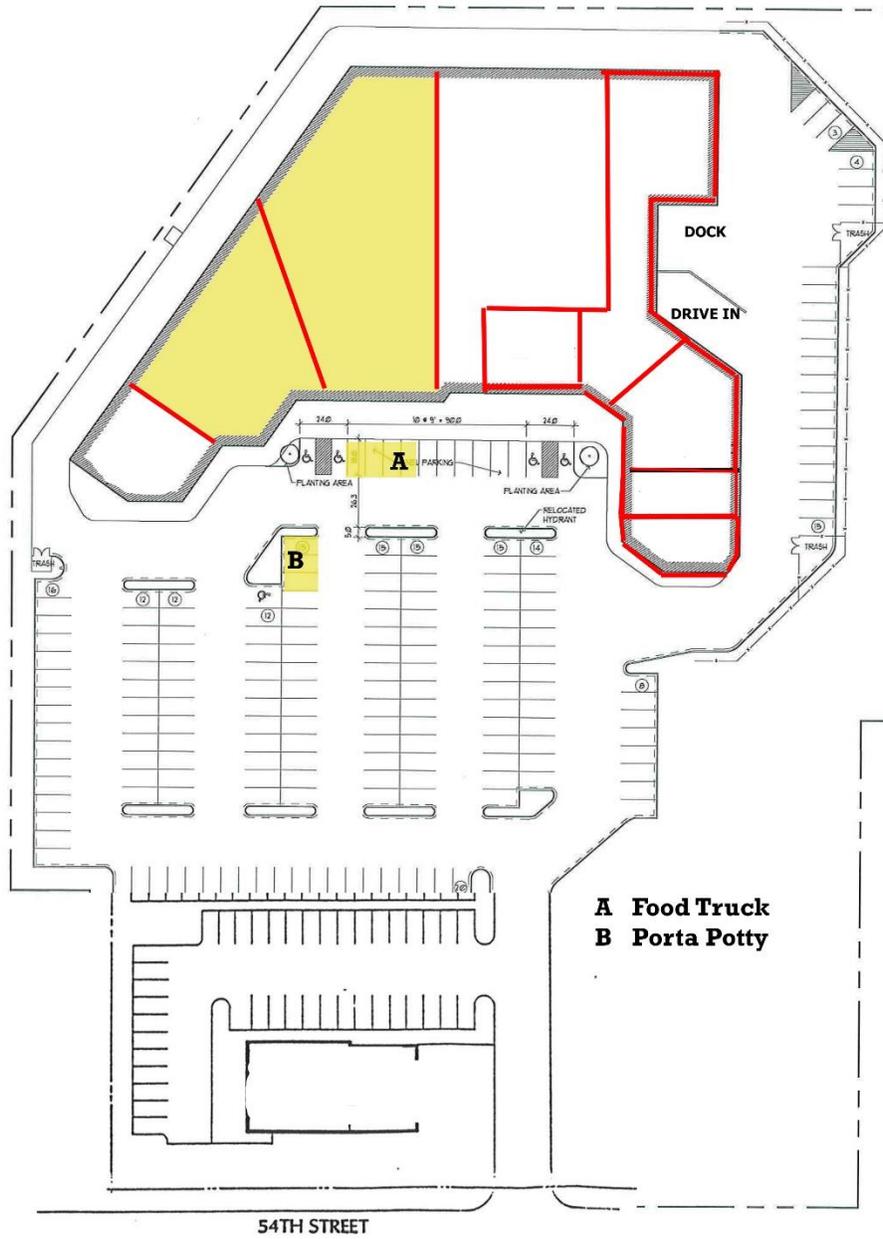


- Permanent Buildout Walls —
- Outdoor Egress Doors —
- Interior Means of Egress from Attraction ●





FLOOR PLAN
 SCALE: 3/32" = 1'-0"



A Food Truck
B Porta Potty

54TH STREET



Request for Council Action

At Home Apartments Land-Use Applications

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Regular Business	Amount included in current budget	
Contact:	(651) 450 - 2554	Budget amendment requested	
Prepared by:	Allan Hunting, City Planner	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
		Other	X

ACTION REQUESTED

At the request of the applicant, the Council is asked to table all pending applications from At Home Apartments to a future meeting, date to be determined.

This includes consideration of the following items:

- Comprehensive Plan Amendment
- Rezoning
- Preliminary Plat & Preliminary PUD

These items will be placed on a future agenda prior to the deadline, as extended, for formal City Council action on the applications.

Request for Council Action

Consider Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2022-09K - Akron Avenue and 50th Street Rehabilitation

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Steve W. Dodge, 651-450-2541 <i>SWD</i>	Budget amendment requested	
Prepared by:	Steve W. Dodge, Asst. City Engineer	FTE included in current complement	
Reviewed by:	Brian Connolly, Public Works Director	New FTE requested - N/A	
		Other: Pavement Management Fund, Stormwater Utility Fund, Water Fund, Sewer Fund and Special Assessments	X

PURPOSE/ACTION REQUESTED

The Council is asked to adopt the attached Resolution receiving the feasibility report and scheduling a public hearing for City Project No. 2022-09K - Akron Avenue and 50th Street Rehabilitation.

SUMMARY

This project was initiated by the Council with the 2021 Pavement Rehabilitation Initiative. On October 11, 2022, the Council authorized preparation of a feasibility report by WSB for City Project No. 2022-09K - Akron Avenue and 50th Street Rehabilitation. The feasibility report was authorized to review the pavement rehabilitation strategy and scope for a neighborhood project. The feasibility report is complete and available for review at the Engineering Division. The total estimated project cost is \$760,000. Funding will come from the pavement management fund, stormwater utility fund, sewer fund, water fund, and special assessments. See the attached executive summary of the feasibility report for revenue and expenditure tables.

The proposed project area includes large commercial/industrial properties, some individual businesses encompassing multiple parcels. The City's per policy assessment rates are 55% for full depth reclamation and 80% for mill & overlay projects. Assessment amounts were determined using the area method in the City's assessment policy. The proposed assessment amount is \$12,898/acre which equates to approximately \$0.30/square-foot. The city hired an independent appraiser to conduct a special benefit analysis for the proposed improvements. The results support a special benefit of up to \$1.00/square-foot or \$43,560/acre. The recommended preliminary assessment amounts are the lower City policy amount of \$12,898/acre.

Property owner feedback was obtained by holding an in-person and virtual open house on February 16, 2022, and correspondence via email or phone calls. A total of 3 business owners provided feedback covering 13 of the properties on the assessment map. Staff responded to questions about the project scope, assessment policy, pavement management funding, and street maintenance practices. The feedback from the open houses was also incorporated into the feasibility report. The business owners that have participated were generally supportive of the project and understanding that Akron Avenue needed improvements.

Staff recommends passage of the resolution receiving the feasibility report and scheduling a public hearing for City Project No. 2022-09K - Akron Avenue and 50th Street Rehabilitation for Monday, March 28, 2022.

SWD/kf

- Attachments:
- Resolution
 - Executive Summary from Feasibility Report
 - Proposed Improvements Map
 - Preliminary Assessment Map
 - Preliminary Assessment Roll

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

RESOLUTION NO. 2022-044

**CONSIDER RESOLUTION RECEIVING FEASIBILITY REPORT AND SCHEDULING A PUBLIC
HEARING FOR CITY PROJECT NO. 2022-09K - AKRON AVENUE AND 50TH STREET
REHABILITATION**

WHEREAS, On October 11, 2021, City Council authorized the preparation of a feasibility report by WSB for City Project No. 2022-09K - Akron Avenue and 50th Street Rehabilitation; and

WHEREAS, a feasibility report has been prepared by WSB for the Public Works Director with reference to City Project No. 2022-09K - Akron Avenue and 50th Street Rehabilitation; and

Project No. Improvements

2022-09K This report includes proposed full depth reclamation along Akron Avenue from Mendota Road to 50th Street and a mill and overlay along 50th Street from Mendota Road to Robert Trail South. The mill and overlay along 50th Street is proposed to be a 2-inch edge mill and overlay for the majority of the project, and a 4-inch mill and overlay for the western 650 feet of the roadway. Both Akron Avenue and 50th Street will receive sewer and water ring and casting work and storm sewer updates as necessary.

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

Said report is hereby received by the City Council of the City of Inver Grove Heights on February 28, 2022.

1. The City Council will consider the above-mentioned improvements in accordance with the report and assess, or tax, the abutting or benefitting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$760,000.
2. A public hearing will be held on such improvements at 6:00 p.m. on Monday, March 28, 2022, in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
3. Funding is through the Pavement Management Program, Stormwater Utility Fund, Water Fund, Sewer Fund, and special assessments.

Adopted by the City Council of Inver Grove Heights this 28th day of February 2022

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

1. EXECUTIVE SUMMARY

The 50th Street and Akron Avenue Street Rehabilitation project was initiated by City Council, and the feasibility report was ordered at the October 11, 2021, City Council meeting. Improvements proposed with this project consist of a full depth reclamation along Akron Avenue and a mill and overlay along 50th Street.

The total estimated project cost for the 50th Street and Akron Avenue Street Rehabilitation project is **\$760,000** which includes a 15% contingency and 25% indirect costs for legal, engineering, administrative, and financing costs. The project is proposed to be funded through a combination of municipal funds and special assessments to benefiting property owners. The estimated costs and proposed funding sources are summarized below.

Table 1 below provides a summary of the estimated total project costs for the proposed improvements.

**Table 1
Estimated Total Cost Summary CP 2022-09K**

Schedule	Cost
Surface Improvements	\$660,300
Watermain Improvements	\$2,500
Sanitary Sewer Improvements	\$16,000
Storm Sewer Improvements	\$81,200
GRAND TOTAL PROJECT COST	\$760,000

Table 2 below provides a summary of the anticipated funding for the proposed improvements.

**Table 2
Funding Summary CP 2022-09K**

Schedule	Total
Pavement Management Fund	\$212,000
Water Fund	\$2,500
Sanitary Sewer Fund	\$16,000
Stormwater Utility Fund	\$18,300
Special Assessments	\$511,200
GRAND TOTAL PROJECT COST	\$760,000

The proposed project area includes five commercial properties, 11 commercial-preferred properties, one exempt property, and one industrial property. The City's assessment policy states that full-depth reclamation projects shall be assessed at 55% of the assessable project costs and mill & overlay projects shall be assessed at 80% of the assessable project costs. Assessment amounts, as calculated using the area method per the City's assessment policy, are \$12,898/acre which equates to approximately \$0.30/square-foot. The City hired an independent appraiser to conduct a special benefit analysis for the proposed improvements and their effect on the benefiting properties. The special benefit analysis recommends a maximum special benefit of \$1.00/square-foot. The recommended assessment is the assessment calculated per the City policy which is \$12,898/acre (approximately \$0.30/square-foot). Staff recommends a 10-year term for the assessment.

Should the City Council move forward with the project, a proposed project schedule is below:

*Order Feasibility Report	October 11, 2021
Neighborhood Open Houses	February 16, 2022
*Accept Feasibility Report/Set Public Improvement Hearing	February 28, 2022
Information Meeting	March 2022
*Public Improvement Hearing / Order Project and Authorize Plans and Specs.....	March 28, 2022
*Approve Plans and Specs and Authorize Ad for Bid.....	April 25, 2022
*Receive Bids and Award Contract	June 13, 2022
Construction Information Meeting.....	June / July 2022
Construction Begins	July 2022
Substantial Completion.....	September 2022
*Schedule Assessment Hearing	August / September 2022
Information Meeting	September / October 2022
*Assessment Hearing	September / October 2022

*Denotes a City Council Action

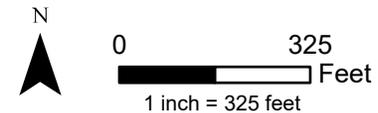
This project is feasible, necessary, and cost-effective from an engineering standpoint. Project feasibility is subject to financial review by the City.

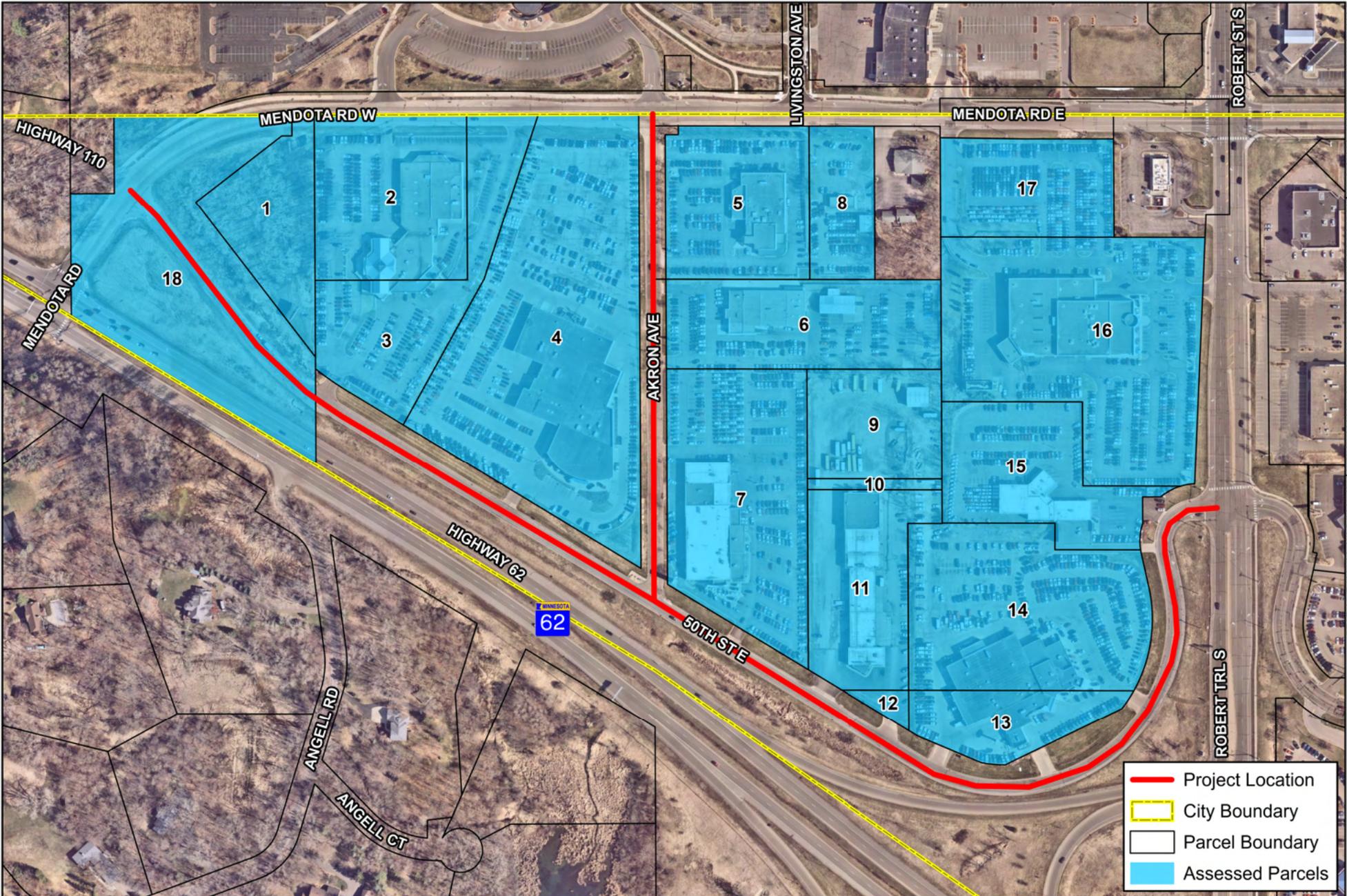


- 2" Edge Mill & Overlay
- 4" Mill & Overlay
- Full-Depth Reclamation
- City Boundary
- Parcel Boundary

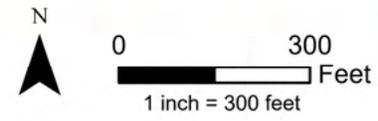


Pavement Improvement Scope Map
 2022 Street Projects | (2022-09K) WSB#01967-000
 Akron Avenue/50th Street Rehabilitation
 Inver Grove Heights, MN





Assessment Map
 2022 Street Projects | (2022-09K) WSB#01967-000
 Akron Avenue/50th Street Rehabilitation
 Inver Grove Heights, MN



CITY PROJECT NO. 2022-09K - 50TH STREET & AKRON AVE STREET REHABILITATION

PRELIMINARY ASSESSMENT ROLL

ASSESSMENT TERM: 10 YEARS; INTREST RATE: TBD BEGINS ACCRUAL IN 2023

ASSESSMENT RATE: \$12,898 / ACRE (equates to approximately \$0.30 / square-foot)

PID NO.	MAP NO.	PROPERTY TYPE	NAME	HOUSE NO.	STREET NAME	AREA (ACRE)	PRELIMINARY PER POLICY AREA ASSESSMENT 2/15/2022	ESTIMATED BENEFIT CAP	PRELIMINARY ASSESSMENT
200301075052	1	COMM - PREF	2JM LLC			1.75	\$22,571.50	\$76,230.00	\$22,571.50
200301075030	2	COMM - PREF	JMEM AUTO LLC	1108--11	HIGHWAY 110	3.03	\$39,080.94	\$131,986.80	\$39,080.94
200301075022	3	COMM	JMEM AUTO LLC			2.8	\$36,114.40	\$121,968.00	\$36,114.40
200301075021	4	COMM - PREF	JMEMC IGH LLC	1055	50TH ST E	7.96	\$102,668.08	\$346,737.60	\$102,668.08
203020000044	5	COMM - PREF	MORRIES INVER GROVE M RE LLC	10	MENDOTA RD E	2.62	\$33,792.76	\$114,127.20	\$33,792.76
203020000051	6	COMM	LKMCD PROPERTIES LLC	4600	AKRON AVE	2.93	\$37,791.14	\$127,630.80	\$37,791.14
203020000070	7	COMM - PREF	LKMCD PROPERTIES LLC	1037	50TH ST E	4.31	\$55,590.38	\$187,743.60	\$55,590.38
203020000020	8	COMM - PREF	MORRIES INVER GROVE M RE LLC	16	MENDOTA RD E	1.21	\$15,606.58	\$52,707.60	\$15,606.58
203020000081	9	INDUSTRIAL	EHRET HOLDINGS LLC			1.77	\$22,829.46	\$77,101.20	\$22,829.46
203020000080	10	COMM	EHRET HOLDINGS LLC			0.18	\$2,321.64	\$7,840.80	\$2,321.64
203020000082	11	COMM - PREF	EHRET HOLDINGS LLC	1095	50TH ST E	2.49	\$32,116.02	\$108,464.40	\$32,116.02
200370016010	12	COMM	EHRET HOLDINGS LLC			0.16	\$2,063.68	\$6,969.60	\$2,063.68
200370016011	13	COMM	SAXON MANAGEMENT INC			1.36	\$17,541.28	\$59,241.60	\$17,541.28
203020000095	14	COMM - PREF	SAXON MANAGEMENT INC	4725	ROBERT TRL S	4.45	\$57,396.10	\$193,842.00	\$57,396.10
203020000097	15	COMM - PREF	MCD PROPERTIES OFIGH LLC	4625	ROBERT TRL S	2.61	\$33,663.78	\$113,691.60	\$33,663.78
203347501020	16	COMM - PREF	MCDANIELS INV LLC	4605	ROBERT TRL S	6.23	\$0.00	\$0.00	\$0.00
203347501010	17	COMM - PREF	MCDANIELS INVESTMENTS II LLC	44	MENDOTA RD E	2.04	\$0.00	\$0.00	\$0.00
200301075053	18 ¹	EXEMPT	TRFP			5.85	\$0.00	\$0.00	\$0.00

\$511,147.74

\$511,147.74

STREET & STORM PROJECT COST: \$741,500

68.93%

68.93%

¹ Property is owned by a public entity that is encumbered by roadway easements and is therefore not assessable



Request for Council Action

Consider Resolution to Approve Closing Fire Station #2 Projects

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Amy Hove (651) 450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested - N/A	
	Judy Thill, Fire Chief	Other	X

PURPOSE/ACTION REQUESTED:

The Council is asked to adopt the attached resolution that provides all steps necessary to close out the three city projects related to the construction of Fire Station #2: Projects 2014-10 (Construction), 2018-08 (Utilities), 2018-11 (Fiber).

SUMMARY:

The city has completed all major activities related to the construction of Fire Station #2. There were several factors that made the accounting and reporting on this project more difficult, which has led to a delay in closing out the related projects:

- The issuance of bonds to finance a portion of the project; bond proceeds which were deposited to one of the three projects but never sufficiently allocated to the other two related projects.
- The acquisition of land and then the subsequent sale of a portion of that land to Dakota County
- Overallocation of interest revenue to the project
- Special legislation allowing the city to receive a refund on sales tax paid to contractors
- Some of the accounting methods used to allocate bond proceeds, utility costs and the need to track three separate projects with multiple project numbers, multiple funding sources and then across two separate city funds

In December 2021, staff reached out to the city’s financial advisor, Ehlers, for assistance in conducting a comprehensive review of the financial activities within the three projects. Ehlers was selected due to their experience having assisted the city with the issuance of the bonds related to this project; as well as their role in completing the city’s ongoing arbitrage reporting required on those bonds.

Ehlers has completed their review and in collaboration with the city's Finance Director discussed those findings with the city's bond counsel, Jenny Boulton with Kennedy & Graven. Ehlers, bond counsel and city staff have reviewed the information and agree with the details and findings included in the attached Ehlers memo dated February 9, 2022. The memo provides a deeper dive into the analysis and identifies the various factors related to bond proceeds that in this instance required further review and clarification.

There are five recommendations for consideration that are outlined in the Ehlers memo:

- Recommendation #1
Transfer \$514,525.28 in unspent bond proceeds currently sitting in Project 2014-10 (Construction) to Project 2018-08 (Utilities). This transfer will cover all but \$53,000 of the funding needed to close out Project 2018-08 (Utilities).
- Recommendation #2
Transfer \$20,491.58 in unspent bond proceeds currently sitting in Project 2014-10 (Construction) to Project 2018-11 (Fiber). This transfer will completely cover the funding needed to close out Project 2018-11 (Fiber).
- Recommendation #3
The city needs to identify \$53,000 in funding related to the extension of the utilities to the Smart Center to fully close out Project 2018-08 (Utilities).
- Recommendation #4
The city needs to identify where to transfer interest earnings of \$129,230.61 that were overallocated to the project and are sitting in Project 2014-10 (Construction).
- Recommendation #5
The city needs to identify where to transfer approximately \$496,000 due to additional revenues allocated to Project 2014-10 (Construction) but were not needed to complete construction. Revenues that were allocated to the project that were not bond proceeds include: proceeds from the sale of land to Dakota County for the SMART Center, investment earnings, \$20,000 in transfers from other funds and the refund of sales tax paid to contractors.

Although staff believe Recommendations #1 & #2 are simply a bookkeeping necessity and would not necessarily require Council approval, we felt it important to ask Council to approve all recommendations included in the final Ehlers memo. This ensures a strong paper trail and lends to the transparency needed to close out such a complicated project.

The remainder of the Recommendations found in the Ehlers's memo (#3, #4 and #5) do leave Council with some decision-making latitude.

To provide Council with some options on how the city might best utilize the overallocated interest earnings and other revenues identified within Recommendations #4 & #5, meetings were held between the City Administrator, Finance Director, Fire Chief, and Operations Maintenance Supervisor.

One of the goals of these meetings was to identify any items that staff believe were originally intended for purchase during the project but never procured. The following items have been identified within this category: display cases, picture enhancements/reframing, window frosting and blinds, outdoor signage, and paving by the pole barn area. Staff recommend setting aside \$75,000 to cover these additional items.

A secondary goal of internal discussions was to identify if there were any ongoing Fire Station #2 facility needs that should or could be addressed with the remaining funds. Staff have identified issues with the current boilers and would recommend setting aside \$35,000 to cover any repairs not covered under existing warranties (the extent of the repairs will be determined this Spring when the ground thaws).

- Staff Recommendation #1
Utilize \$53,000 of the overallocated interest earnings to cover the balance needed to close out Project 2018-08 (Utilities). This addresses Ehlers’s recommendation #3 that the city identify funding to close out Project 2018-08 (Utilities).

Staff recommendations #2 & #3 address Ehlers’s recommendations #4 & #5 that the city identifies where to transfer the remaining overallocated interest earnings and other revenues.

- Staff Recommendation #2
Transfer \$75,000 to the City Facilities Fund where it will be set aside for the remaining Fire Station #2 items identified above and \$35,000 to the City Facilities Fund where it will be set aside for potential boiler repairs.
- Staff Recommendation #3
Because the city has not been budgeting for larger capital needs related to its facilities, staff’s recommendation is to transfer any remaining revenues (estimated at \$462,000) to the City Facilities Fund to help support future city facility projects.

SUMMARY OF FINANCIAL RECOMMENDATIONS:

\$1,168,057.73	Funds remaining in Project 2014-10 (Construction)
(514,525.28)	Ehlers #1-Transfer bond proceeds to Project 2018-08 (Utilities)
(20,491.58)	Ehlers #2-Transfer bond proceeds to Project 2018-11 (Fiber)
(53,000.00)	Staff #1-Transfer overallocated interest to Project 2018-08 (Utilities)
(75,000.00)	Staff #2-Transfer int./revenues to City Facilities-Final Station #2 Items
(35,000.00)	Staff #2-Transfer int./revenues to City Facilities-Potential boiler repairs
<u>(462,000.00)</u>	Staff #3-Transfer any balances from other revenues to City Facilities
\$ 8,040.87	Balance - this should cover the costs related to the project financial review; any balances that remain can be directed to the City Facilities fund balance.

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

RESOLUTION NO. 2022-045

RESOLUTION CLOSING CITY PROJECTS RELATED TO THE CONSTRUCTION OF FIRE STATION #2 (PROJECTS 2014-10, 2018-08, 2018-11)

WHEREAS, the city has three open city projects related to the construction of Fire Station #2 (Project #'s 2014-10 Fire Station-Construction, 2018-08 Fire Station-Utilities, and 2018-11 Fire Station-Fiber); and

WHEREAS, the city's financial advisor, Ehlers has conducted a comprehensive review of project activities and has provided the city with a memo outlining applicable uses for any unused project funds; and

WHEREAS, city staff along with the city's bond counsel representative from Kennedy & Graven have reviewed and confirmed those project findings and recommendations; and

WHEREAS, Council has reviewed the Ehlers memo, additional staff recommendations and has provided direction on how to close out unused project funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby close the three city projects related to the construction of the Fire Station #2 and directs staff to make the following transfers:

- \$514,525.28 in bond proceeds from Project 2014-10 to Project 2018-08
- \$20,491.58 in bond proceeds from Project 2014-10 to Project 2018-11
- \$53,000 from overallocated interest within Project 2014-10 to Project 2018-08
- \$75,000 from overallocated interest/other revenues within Project 2014-10 to City Facilities for remaining Fire Station #2 items
- \$35,000 from overallocated interest/other revenues within Project 2014-10 to City Facilities for potential boiler repairs
- Estimated \$462,000 remaining in other revenues to City Facilities fund balance for future city facility needs

Adopted this 28th day of February 2022 by the City Council of Inver Grove Heights, MN

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

Consider Third Reading of Ordinance Amending City Code Title 7, Chapter 3, Related to Public Rights of Way Management; Consider Approval of Summary Publication Resolution

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	x
Item Type:	Regular	Amount included in current budget	
Contact:	Bridget Nason, City Attorney	Budget amendment requested	
Prepared by:	Bridget Nason, City Attorney	FTE included in current complement	
Reviewed by:	Brian Connolly, Public Works Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

The Council is asked to conduct a third and final reading of the attached ordinance, amending the City Code Title 7, Chapter 3, relating to public rights of way management, in order to better align the city code with state law regarding the installation of small wireless facilities in the public right-of-way. If the ordinance is adopted, the Council is asked to approve the attached resolution authorizing summary publication of the ordinance.

SUMMARY

In 2017, the Minnesota Legislature passed legislation amending Minnesota Statutes, Chapter 237 setting forth the rights of wireless service providers and cities with respect to the installation of small wireless facilities in the public right-of-way. The legislative amendments generally provide the following:

1. Includes wireless services providers in the definitions of telecommunications right of way user, as well as definitions specific to small wireless deployment;
2. Allows wireless services providers to install, mount, maintain, modify, operate or replace their small wireless facilities in the public rights-of-way;

3. Sets forth procedures for city processing of wireless services providers' rights-of-way applications;
4. Provides a right of collocation to wireless services providers' small wireless facilities on City-owned wireless support structures in public rights-of-way;
5. Provides limitations on cities with respect to the fees it may impose upon wireless service providers that locate upon City-owned wireless support structures in public rights-of-way;
6. Delineates as a permitted use small wireless facilities in all zoning districts with the exception of single family residential zoning districts, where it may be a conditional use.

The attached ordinance amending the Inver Grove Heights City Code incorporates all of these statutory requirements and comports with the prior legislative amendments.

This draft ordinance was presented for a first reading at the January 10, 2022 City Council meeting and a second reading at the February 14, 2022 City Council meeting. No changes have been made to the draft ordinance since it was presented for a first reading. If the ordinance is adopted by the Council, the Council is asked to consider approval of a resolution authorizing summary publication, which will allow the City to publish a summary of the ordinance, providing considerable savings on publication costs.

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. 1424

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 7, CHAPTER 3 RELATING TO PUBLIC RIGHTS OF WAY MANAGEMENT**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 7, Chapter 3 of the Inver Grove Heights City Code amended as follows: The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the Code.

**Chapter 3
PUBLIC RIGHTS OF WAY MANAGEMENT**

7-3-1: FINDINGS, PURPOSE AND INTENT:

7-3-2: ELECT TO MANAGE PUBLIC RIGHTS OF WAY:

7-3-3: DEFINITIONS:

7-3-4: ADMINISTRATIVE OFFICIAL:

7-3-5: UTILITY COORDINATION COMMITTEE:

7-3-6: REGISTRATION AND RIGHT OF WAY OCCUPANCY:

7-3-7: PERMIT REQUIREMENTS:

7-3-7-1: PERMITS REQUIRED:

7-3-7-2: APPLICATION FOR PERMIT:

7-3-7-3: PERMIT FEES:

7-3-7-4: SECURITY:

7-3-7-5: ISSUANCE OF PERMIT; CONDITIONS:

7-3-7-6: DENIAL OF PERMIT:

7-3-7-7: DISPLAY OF PERMIT:

7-3-7-8: EXTENSION OF PERMIT:

7-3-7-9: JOINT AND INDIVIDUAL APPLICATIONS:

7-3-7-10: REVOCATION OF PERMITS:

7-3-8: SUPPLEMENTARY APPLICATIONS:

7-3-9: OTHER OBLIGATIONS:

7-3-10: ROUTINE OBSTRUCTION AND EXCAVATION:

7-3-11: DILIGENCE IN PERFORMING WORK; DELAY PENALTY:

7-3-12: WORK STANDARDS:

7-3-13: INSPECTIONS:

7-3-14: WORK WITHOUT PERMIT:

7-3-15: INSTALLATION REQUIREMENTS:

7-3-16: PATCHING AND RESTORATION OF RIGHT OF WAY:

7-3-17: MAPPING DATA:

7-3-18: UNDERGROUNDING:

7-3-19: LOCATION AND RELOCATION OF FACILITIES:

7-3-20: PREEXCAVATION FACILITIES LOCATION:

7-3-21: INTERFERENCE BY OTHER FACILITIES:

7-3-22: VACATION OF RIGHT OF WAY:

7-3-23: INDEMNIFICATION AND LIABILITY:

7-3-24: ABANDONED FACILITIES:

7-3-25: APPEALS:

7-3-26: RESERVATION OF REGULATORY AND POLICE POWERS:

7-3-27: SEVERABILITY:

7-3-1: FINDINGS, PURPOSE AND INTENT:

- A. To provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights of way, the city strives to keep its rights of way in a state of good repair and free from unnecessary encumbrances.
- B. Accordingly, the city enacts this chapter relating to right of way permits and administration. This chapter imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the city rights of way or to be placed therein at some future time. This chapter is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons excavating and obstructing the rights of way will bear financial responsibility for their work through the recovery of out of pocket and projected costs from persons using the public rights of way.
- C. This chapter shall be interpreted consistently with ~~1997 session laws, chapter 123, substantially codified in~~ Minnesota statutes, sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and the other laws governing applicable rights of the city and users of the rights of way. This chapter shall also be interpreted consistent with Minnesota rules 7819.0050 through 7819.9950 and Minnesota rules, chapter 7560, where possible. To the extent that any provision of this chapter cannot be interpreted consistently with the Minnesota rules, the interpretation most consistent with the Act and other applicable statutory and case law is intended. This chapter shall not be interpreted to limit the regulatory and police powers of the City to adopt and enforce general ordinances necessary to protect the health, safety, and welfare of the public. (Ord. 1174, 4-28-2008)

7-3-2: ELECT TO MANAGE PUBLIC RIGHTS OF WAY:

Pursuant to the authority granted to the city under state and federal statutory, administrative and common law, the city elects, pursuant to Minnesota statutes section 237.163 subdivision 2(b), to manage rights of way within its jurisdiction. (Ord. 1174, 4-28-2008)

7-3-3: DEFINITIONS:

The following definitions apply in this chapter:

ABANDONED FACILITY: A facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A

facility is not abandoned unless declared so by the right of way user.

APPLICANT: Any person requesting permission to excavate, ~~or~~ obstruct, or otherwise place facilities in a right of way.

CITY: The city of Inver Grove Heights, Minnesota. For purposes of section 7-3-23 of this chapter, "city" means its elected officials, officers, employees and agents.

COLLOCATE OR COLLOCATION: To install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the City or other governmental unit.

COMMISSION: The State of Minnesota public utilities commission.

CONGESTED RIGHT OF WAY: A crowded condition in the subsurface of the public right of way that occurs when the maximum lateral spacing between existing underground facilities does not allow for construction of new underground facilities without using hand digging to expose the existing lateral facilities in conformance with Minnesota statutes section 216D.04, subdivision 3, over a continuous length in excess of five hundred feet (500').

CONSTRUCTION PERFORMANCE BOND: Any of the following forms of security provided at permittee's option:

- A. Individual project bond, including a license and permit bond.
- B. Cash deposit.
- C. Security of a form listed or approved under Minnesota statutes section 15.73, subdivision 2.
- D. Letter of credit, in a form acceptable to the city.
- E. Self-insurance, in a form acceptable to the city.
- F. A blanket bond for projects within the city, or other form of construction bond, for a time specified and in a form acceptable to the city.

DEGRADATION: A decrease in the useful life of the right of way caused by excavation in or disturbance of the right of way, resulting in the need to reconstruct such right of way earlier than would be required if the excavation or disturbance did not occur.

DEGRADATION COST: Subject to Minnesota rules 7819.1100, means the cost to achieve a

level of restoration as determined by the city at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13 set forth in Minnesota rules parts 7819.9900 to 7819.9950.

DEGRADATION FEE: The estimated fee established at the time of permitting by the city to recover costs associated with the decrease in the useful life of the right of way caused by the excavation, and which equals the degradation cost.

DELAY PENALTY: The penalty imposed as a result of unreasonable delays in right of way excavation, obstruction, patching, or restoration as established by permit.

DEPARTMENT. The City's Department of Public Works.

DEPARTMENT INSPECTOR: Any person authorized by the city to carry out inspections related to the provisions of this chapter.

DIRECTOR: The director of the department of public works of the city or her or his designee.

EMERGENCY: A condition that:

- A. Poses a danger to life or health, or of a significant loss of property; or
- B. Requires immediate repair or replacement of facilities in order to restore service to a customer.

EQUIPMENT: Any tangible asset used to install, repair, or maintain facilities in any right of way.

EXCAVATE: To dig into or in any way remove or physically disturb or penetrate any part of a right of way.

FACILITY OR FACILITIES: Tangible asset in the public right of way required to provide utility service.

HIGH DENSITY CORRIDOR: A designated portion of the public right of way within which telecommunications right of way users having multiple and competing facilities may be required to build and install facilities in a common conduit system or other common structure.

HOLE: An excavation in the right of way, with the excavation having a length less than the width of the pavement or adjacent pavement.

LOCAL REPRESENTATIVE: A local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this chapter.

MANAGEMENT COSTS: The actual costs the city incurs in managing its rights of way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right of way or small wireless facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right of way work; determining the adequacy of right of way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; mapping of as built location of facilities located in the right of way; revoking right of way or small wireless facility permits; and performing all other tasks required by this chapter, including other costs the city may incur in managing matters described in this chapter. Management costs do not include payment by a telecommunications right of way user for the use of the right of way, unreasonable fees of a third-party contractor used by the City including fees tied to or based on customer counts, access lines, or revenues generated by the right of way or for the city; the fees and costs of litigation relating to the interpretation of ~~Minnesota session laws 1997, chapter 123~~; Minnesota statutes sections 237.162 or 237.163 or any ordinance enacted under those sections, or the city fees and costs related to appeals taken pursuant to section 7-3-25 of this chapter.

OBSTRUCT: To place any tangible object in a right of way so as to hinder free and open passage over that or any part of the right of way, or so as to hinder maintenance of any City asset.

OBSTRUCTION PERMIT: The permit which, pursuant to this chapter, must be obtained before a person may obstruct a right of way, allowing the holder to hinder free and open passage over the specified portion of that right of way, for the duration specified therein, including a blanket permit for a period of time and for types of work specified by the director, if deemed appropriate in ~~his~~their discretion.

OBSTRUCTION PERMIT FEE: Money paid to the city by a permittee to cover the costs as provided in section 7-3-7-3 of this chapter.

PATCH OR PATCHING: A method of pavement replacement that is temporary in nature. A patch consists of:

- A. The compaction of the subbase and aggregate base; and
- B. The replacement, in kind, of the existing pavement for a minimum of two feet (2') beyond the edges of the excavation in all directions.

PAVEMENT: Any type of improved surface that is within the public right of way and that is paved or otherwise constructed with paver blocks, bituminous, concrete, aggregate, or gravel.

PERMIT: Has the meaning given "right of way permit" in ~~Minnesota statutes section 237.162~~this chapter.

PERMITTEE: Any person to whom a permit to excavate or obstruct a right of way has been granted by the city under this chapter.

PERSON: An individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

PUBLIC RIGHT OF WAY OR RIGHT OF WAY: Has the meaning given thereto in Minnesota statutes section 237.162, subdivision 3.

REGISTRANT: Any person who:

- A. Has or seeks to have its equipment or facilities located in any right of way; or
- B. In any way occupies or uses, or seeks to occupy or use, the right of way or place its facilities or equipment in the right of way.

RESTORE OR RESTORATION: The process by which an excavated right of way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

RESTORATION COST: The amount of money paid to the City by a permittee to achieve the level of restoration according to plates 1 to 13 of Minnesota Public Utilities Commission rules.

RIGHT OF WAY PERMIT: Either the utility permit or the obstruction permit, or both, depending on the context, required by this chapter.

RIGHT OF WAY USER: A. A telecommunications right of way user as defined by Minnesota statutes section 237.162, subdivision 4; or

B. A person owning or controlling a facility in the right of way that is used or intended to be used for providing utility service, and who has a right, under law, franchise, or ordinance, to use the public right of way.

SERVICE LATERAL: An underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end use customer. A service lateral is also an underground facility that is used in the removal of wastewater from a customer's premises.

SERVICE OR UTILITY SERVICE: Means and includes:

- A. Those services provided by a public utility, as defined in Minnesota statutes section 216B.02, subdivisions 4 and 6;
- B. Services of a telecommunications right of way user, including transporting of voice or data information;
- C. Services of a cable communications system as defined in Minnesota statutes ~~section 238.02, subdivision 3~~chapter 238;
- D. Natural gas or electric energy or telecommunications services provided by the city;
- E. Services provided by a cooperative electric association organized under Minnesota statutes chapter 308A; and
- F. Water and, sewer, including service laterals, steam, cooling or heating services.

SMALL WIRELESS FACILITY: A wireless facility that meets both of the following qualifications:

- A. Each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or could fit within such an enclosure; and
- B. All other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than twenty-eight (28) cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment

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SUPPLEMENTARY APPLICATION: An application made to excavate or obstruct more of the right of way than allowed in, or to extend, a permit that has already been issued.

TELECOMMUNICATIONS RIGHT OF WAY USER: A person owning or controlling a facility

in the right of way, or seeking to own or control a facility in the right of way, that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this chapter, a cable communication system, defined and regulated under Minnesota statutes chapter 238, and telecommunications activities related to providing natural gas or electric energy services, ~~whether provided by~~ a public utility as defined in Minnesota statutes section 216B.02, a municipality, a municipal gas or power agency organized under Minnesota statutes chapters 453 and 453A, or a cooperative electric association organized under Minnesota statutes chapter 308A, are not telecommunications right of way users for purposes of this chapter except to the extent such entity is offering wireless service.

TEMPORARY SURFACE: The compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation.

TRENCH: An excavation in the right of way, with the excavation having a length equal to or greater than the width of the pavement or adjacent pavement.

UTILITY PERMIT: The permit which, pursuant to this chapter, must be obtained before a person may excavate in a right of way. A utility permit allows the holder to excavate that part of the right of way described in such permit.

UTILITY PERMIT FEE: Money paid to the city by an applicant to cover the costs as provided in section 7-3-7-3 of this chapter. (Ord. 1174, 4-28-2008)

UTILITY POLE: A pole that is used in whole or in part to facilitate telecommunications or electric service.

WIRELESS FACILITY: Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna.

WIRELESS SERVICE: Any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

WIRELESS SUPPORT STRUCTURE: A new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city.

7-3-4: ADMINISTRATIVE OFFICIAL:

The director is the principal city official responsible for the administration of the rights of way, right of way permits, and the ordinances related thereto. The director may delegate any or all of the duties hereunder. (Ord. 1174, 4-28-2008)

7-3-5: UTILITY COORDINATION COMMITTEE:

The city may create an advisory utility coordination committee. Participation on the committee is voluntary. The committee will be composed of any registrants that wish to assist the city in obtaining information and by making recommendations regarding use of the right of way, and to improve the process of performing construction work therein. The city may determine the size of such committee and shall appoint members from a list of registrants that have expressed a desire to assist the city. (Ord. 1174, 4-28-2008)

7-3-6: REGISTRATION AND RIGHT OF WAY OCCUPANCY:

A. Registration Required:

1. Each person who occupies, uses, or seeks to occupy or use the right of way or place any equipment or facilities in or on the right of way, including persons with installation and maintenance responsibilities by lease, sublease or assignment, must register with the city. Registration will consist of providing application information and paying a registration fee. Registration shall be renewed annually. No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in, any right of way without first being registered with the city.
2. Nothing in this chapter shall be construed to repeal or amend the provisions of a city ordinance establishing the rights of and limitations placed on persons to plant or maintain boulevard plantings or gardens in the area of the right of way between their property and the street curb. Persons carrying out or requesting the following work shall not be deemed to use or occupy the right of way within the meaning of this chapter, and shall not be governed by this chapter. Such persons are or may be governed by other code sections, including, but not limited to, those noted as follows:

- a. Persons planting or maintaining vegetation in the boulevard, chapters 1 and 2 of this title and title 5, chapter 9 of this code.
 - b. Persons installing driveways, sidewalks, curb and gutter, or parking lots, chapter 2 of this title and section 10-15-20 of this code.
 - c. Persons erecting fences over drainage or utility easements, chapter 2 of this title and section 10-15-12 of this code.
 - d. Persons engaged in snow removal activities, chapter 1 of this title.
 - e. Persons installing street furnishings, mailboxes, bus stop benches and shelters, title 10, chapter 15, article I of this code.
 - f. Persons installing vending machines, chapter 1 of this title.
 - g. Persons installing irrigation systems, chapter 1 of this title.
 - h. Persons installing pet containment systems, chapter 1 of this title.
 - i. Persons installing water or sewer service lines, chapter 2 of this title.
3. Nothing herein relieves a person from complying with the provisions of the Minnesota statutes chapter 216D, gopher one call law.

B. Required Information: The registrant shall provide the following at the time of registration and shall promptly notify the city of changes in such information:

- 1. Registrant's name, address, telephone number, facsimile number and gopher one call registration certificate number if required by state law.
- 2. Name, address, telephone number, e-mail address, and facsimile number of the person responsible for fulfilling the obligations of the registrant.

a. A certificate of insurance from a company licensed to do business in the state of Minnesota providing coverage in the following amounts:

(1) General Liability: Public liability, including premises, products and complete operations:

Bodily injury liability	\$1,000,000.00 each person
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\$3,000,000.00 each occurrence

Property damage liability \$3,000,000.00 each occurrence

Bodily injury and property
damage combined \$3,000,000.00 single limit

(2) Comprehensive: Automobile liability insurance, including owned, nonowned and hired vehicles:

Bodily injury liability \$1,000,000.00 each person

Property damage liability \$3,000,000.00 each occurrence

In lieu of the above, bodily injury
and property damage combined \$3,000,000.00 single limit

b. Such certificate shall verify that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the: 1) use and occupancy of the right of way by the registrant, its officers, agents, employees and permittees; and 2) placement and use of equipment or facilities in the right of way by the registrant, its officers, agents, employees and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground equipment and collapse of property. Such certificate shall also name the city as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages. Such certificate shall require that the director be notified thirty (30) days prior to cancellation of the policy.

4. Twenty four (24) hour emergency number.

5. An acknowledgment by the registrant of the indemnification pursuant to section 7-3-23 of this chapter.

6. Such other information the director may require.

C. Notice Of Changes: The registrant shall keep all of the information listed in subsection B of this section current at all times by providing to the city information as to changes within fifteen (15) days following the date on which the registrant has knowledge of any change.

D. Construction And Maintenance Plan:

1. If requested by director, each registrant shall, at the time of registration and by December 1 of each year, file a construction and major maintenance plan for underground facilities with the city. Such plan shall be submitted using a format designated by the city and shall contain the information determined by the city to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions of rights of way. The plan shall include, but not be limited to, the locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year.
2. Notwithstanding the foregoing, the city will not deny an application for a right of way permit for failure to include a project in a plan submitted to the city if the registrant has used commercially reasonable efforts to anticipate and plan for the project. (Ord. 1174, 4-28-2008)

7-3-7: PERMIT REQUIREMENTS:

7-3-7-1: PERMITS REQUIRED:

Except as otherwise provided in this code, no right of way user person may obstruct or excavate any right of way or install or place facilities in the right of way, without first having obtained the appropriate right of way permit from the city to do so.

- A. Utility Permit: A utility permit is required by a registrant to excavate that part of the right of way described in such permit and to hinder free and open passage over the specified portion of the right of way by placing facilities described therein, to the extent and for the duration specified therein.
- B. Obstruction Permit: An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of the right of way by placing equipment described therein on the right of way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid utility permit for the same project.
- C. Other Permits: Other permits may be required for persons in accordance with this code.
- D. Overhead Facilities: Permits for installation, repair or other work on aboveground facilities within the meaning of Minnesota statutes section 237.163, subdivision 6(b)(4), will be obstruction permits, notwithstanding the need for excavation, provided the excavation is augered or hand dug for the purpose of placing a pole type structure. (Ord. 1174, 4-28-2008)

E. Small Wireless Facility Permit: A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to

otherwise install a small wireless facility in the specified portion of the right-of-way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.

7-3-7-2: APPLICATION FOR PERMIT:

Application for a permit is made to the city on forms approved by the City Engineer or the City Engineer's designee. Right of way permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

- A. Registration with the city pursuant to this chapter.
- B. Submission of a completed permit application form as provided by the city, including all required attachments, and five (5) copies of scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities owned or operated by the applicant. Plans must include scaled dimensions indicating the proposed location of the facility within the right of way and scaled dimensions of the facility from an existing physical topographic feature (such as "back of curb", "edge of bituminous road"). Plans must also show all existing physical topographic features (trees, shrubs, culverts, driveways, fences, street signs) that lie within ten feet (10') of the proposed facility location.
- C. Scaled drawings showing the location of any public streets, alleys, sidewalks, or trails that will be disrupted by the work.
- D. Scaled drawings showing the location of any public streets, alleys, sidewalks, or trails that will be temporarily closed to traffic or obstructed by the work.
- E. A description of methods to be used for restoration of streets or boulevards.
- F. Payment of money due the city for:
 - 1. Permit fees, estimated restoration costs and other management costs.
 - 2. Prior obstructions or excavations.
 - 3. Any undisputed loss, damage, or expense suffered by the city because of applicant's prior excavations or obstructions of the rights of way or any emergency actions taken by the city.

G. Payment of disputed amounts due the city by posting security or depositing in an escrow account an amount equal to at least one hundred percent (100%) of the amount owing.

H. Posting an additional or larger construction performance bond for additional facilities when the applicant requests a utility permit to install additional facilities and the city deems the existing construction performance bond inadequate under applicable standards. (Ord. 1174, 4-28-2008)

7-3-7-3: PERMIT FEES:

A. Fee Schedule And Fee Allocation: The city permit fee schedule shall be available to the public and established in advance where reasonably possible. The permit fees shall be designed to recover the city's actual costs incurred in managing the right of way and shall be based on an allocation among all users of the right of way, including the city.

B. Fees Established:

1. Utility Permit Fee: The city shall establish a utility permit fee in an amount sufficient to recover the following costs:

a. City management costs.

b. Degradation costs, if applicable.

2. Obstruction Permit Fee: The city shall establish the obstruction permit fee which shall be in an amount sufficient to recover the city management costs.

3. Small Wireless Facility Permit Fee: The city shall impose a small wireless facility permit fee in an amount sufficient to recover:

a. City management costs.

b. City engineering, make-ready, and construction costs associated with collocation of small wireless facilities.

C. Payment Of Fees: No utility permit or obstruction permit shall be issued without payment of excavation or obstruction permit fees.

D. Fees Nonrefundable: Permit fees that were paid for a permit that the city has revoked for a breach, as stated in section 7-3-7-10 of this chapter are not refundable.

E. Application To Franchises: Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right of way user in the franchise. (Ord. 1174, 4-28-2008)

7-3-7-4: SECURITY:

A construction performance bond in an amount determined by the director shall be required from each applicant. A surety bond shall be from a corporate surety authorized to do business in the state. Security required pursuant to this section shall require that the holder will perform the work in accordance with this chapter and applicable permits and regulations; will pay to the city any costs incurred by the city in performing work pursuant to this chapter; and will indemnify and save the city and its officers, agents and employees harmless pursuant to this code. The construction performance bond shall be released by the city upon completion of the work and compliance with all conditions imposed by the permit. For permits allowing excavations within the public right of way, the construction performance bond shall be held for a period of twenty four (24) months to guaranty the adequacy of all restoration work. (Ord. 1174, 4-28-2008)

7-3-7-5: ISSUANCE OF PERMIT; CONDITIONS:

- A. Issuance: If the applicant has satisfied the requirements of this chapter, the city shall issue a permit within ten (10) business days of receiving a completed application. If the city issues a permit under this chapter, the applicant shall not be required to obtain a permit for the same work under chapter 2 of this title.
- B. Conditions: The city may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare or when necessary to protect the right of way and its current use. The permittee shall comply with all conditions contained in the permit.
- C. Notice Of Work: Upon request by the director, the permittee shall notify in writing, in a form approved by the director, all residents specified by the director whose property is adjacent to the right of way where the proposed work is to be done indicating start and completion dates. Written notification is not required for routine obstruction and excavation projects described in section 7-3-10 of this chapter. (Ord. 1174, 4-28-2008)

D. Small Wireless Facility Conditions:

In addition to conditions under Section 7-3-7-5 B , the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way, shall be subject to the following conditions:

- A. small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.
- B. No new wireless support structure installed within the right-of-way shall exceed fifty (50) feet in height without the city's written authorization, provided that the city may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding fifty (50) feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.
- c. No wireless facility may extend more than ten (10) feet above its wireless support structure.
- d. Where an applicant proposes to install a new wireless support structure in the right-of-way, the city may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.
- e. Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, such equipment must be consistent with the City's aesthetic standards regarding wireless equipment. Such standards shall ensure that wireless equipment is installed with a stealth design and that equipment does not detract from the character of the area in which it is installed. In addition, the City Engineer shall adopt standards that ensure City assets can continue to effectively perform their intended function, and the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure. Such standards shall be made available with the application required for a small cell permit.
- f. Where an applicant proposes to replace a wireless support structure, the city may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.
- g. A permit will be deemed void if the approved equipment is not installed within one year of issuance of the permit.

E. Small Wireless Facility Agreement:

A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city. The city may require payment of the following in the standard collocation agreement:

- a. Up to \$150 per year for rent to collocate on the city structure.
- b. \$25 per year for maintenance associated with the collocation;
- c. A monthly fee for electrical service as follows:
 1. \$73 per radio node less than or equal to 100 maximum watts;
 2. \$182 per radio node over 100 maximum watts; or
 3. The actual costs of electricity, if the actual cost exceed the foregoing.

The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the city and applicant.

F. Action on Small Wireless Facility Permit Applications:

- a. Deadline for Action: The city shall approve or deny a small wireless facility permit application within ninety (90) days after filing of such application. The small wireless facility permit, and any associated building permit application, shall be deemed approved if the city fails to approve or deny the application within the review periods established in this section.
- b. Consolidated Applications: An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to fifteen (15) small wireless facilities, or a greater number if agreed to by a local government unit, provided that all small wireless facilities in the application:
 1. are located within a two mile (2) radius;
 2. consist of substantially similar equipment; and
 3. are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the city may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

G. Tolling of Deadline:

The 90-day deadline for action on a small wireless facility permit application may be tolled if:

- a. The city receives applications from one or more applicants seeking approval of permits for more than thirty (30) small wireless facilities within a seven-day period. In such case, the city may extend the deadline for all such applications by thirty (30) days by informing the affected applicants in writing of such extension.
- b. The applicant fails to submit all required documents or information and the city provides written notice of incompleteness to the applicant within thirty (30) days of receipt the application. Upon submission of additional documents or information, the city shall have ten days to notify the applicant in writing of any still-missing information.
- c. The city and a small wireless facility applicant agree in writing to toll the review period.

7-3-7-6: DENIAL OF PERMIT:

The city may deny a permit for failure to meet the requirements and conditions of this chapter; or if the city determines that the denial is necessary to protect the health, safety, and welfare; or when necessary to protect the right of way and its current use; or for the following specific violations:

- A. Failure to register pursuant to section 7-3-6 of this chapter.
- B. A proposed excavation within a street or sidewalk surface that has been constructed or reconstructed within the preceding seven (7) years, unless the director determines that no other locations are feasible or when necessitated by emergency.
- C. The applicant is subject to revocation of a prior permit issued pursuant to this chapter.
- D. The proposed schedule for the work would conflict or interfere with an exhibition, celebration, festival or any other similar event.
- E. The right of way would become unduly congested due to the proposed facilities and equipment when combined with other uses in the right of way, as provided in subsection 7-3-19F of this chapter.

- F. Businesses or residences in the vicinity will be unreasonably disrupted.
- G. The applicant failed to meet a reasonable schedule to participate in a mandated joint trench operation with other applicants, and the additional work will unreasonably disrupt the restored right of way, businesses or residences.
- H. The proposed schedule conflicts with scheduled reconstruction of the right of way. (Ord. 1174, 4-28-2008)

Procedural Requirements: The denial or revocation of a permit must be made in writing and must document the basis for the denial. The city must notify the applicant or right-of-way user in writing within three business days of the decision to deny or revoke a permit. If an application is denied, the right-of-way user may address the reasons for denial identified by the city and resubmit its application. If the application is resubmitted within thirty (30) days of receipt of the notice of denial, no additional application fee shall be imposed. The city must approve or deny the resubmitted application within thirty (30) days after submission.

7-3-7-7: DISPLAY OF PERMIT:

Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the city. (Ord. 1174, 4-28-2008)

7-3-7-8: EXTENSION OF PERMIT:

No person may excavate or obstruct the right of way beyond the date or dates specified in the permit unless: a) such person makes a supplementary application for another right of way permit before the expiration of the initial permit or requests a verbal extension; and b) a new permit or permit extension is granted. Verbal extensions may be granted by the director for a period no greater than forty eight (48) hours or for emergencies. (Ord. 1174, 4-28-2008)

7-3-7-9: JOINT AND INDIVIDUAL APPLICATIONS:

- A. Joint Trenching: The director may require registrants to jointly apply for permits to excavate or obstruct the right of way at the same place and time.
- B. Fees: The registrant who applies for a joint utility permit shall pay the required permit fee. (Ord. 1174, 4-28-2008)

7-3-7-10: REVOCATION OF PERMITS:

- A. Substantial Breach: The city reserves its right to revoke any right of way permit, without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:
 - 1. The violation of any material provision of the right of way permit;
 - 2. An evasion or attempt to evade any material provision of the right of way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;
 - 3. Any material misrepresentation of fact in the application for a right of way permit;
 - 4. The failure to complete the work in a timely manner, unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control; or
 - 5. The failure to correct, in a timely manner, work that does not conform to a condition indicated on a written notice issued pursuant to subsection 7-3-15E of this chapter.
- B. Written Notice Of Breach: If the city determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit, the city shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated in subsection A of this section, will allow the city to place additional or revised conditions on the permit to mitigate and remedy the breach.
- C. Response To Notice: Within a time established by the director following permittee's receipt of notification of the breach, the permittee shall provide the city with a plan to cure the breach, acceptable to the city. The permittee's failure to submit a timely and acceptable plan, or the permittee's failure to timely implement the approved plan, shall be cause for immediate revocation of the permit.

D. Reimbursement Of City Costs: If a permit is revoked, the permittee shall also reimburse the city for the city's reasonable costs, including restoration costs and the costs of collection and reasonable attorney fees incurred in connection with such revocation. (Ord. 1174, 4-28-2008)

7-3-8: SUPPLEMENTARY APPLICATIONS:

A. Limitation On Area: A right of way permit is valid only for the area of the right of way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee who determines that an area greater than that specified in the permit must be obstructed or excavated must, before working in that greater area: 1) make application for a permit extension and pay any additional fees required thereby; and 2) be granted a new permit or permit extension.

B. Limitation On Dates:

1. A right of way permit is valid only for the dates specified in the permit. No permittee may begin work before the permit start date or, except as provided herein, continue working after the end date. Except in the case of verbal extensions, if a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.
2. If the obstruction or excavation of the right of way begins later or ends sooner than the date given on the permit, the permittee shall notify the city by supplementary application of the accurate information as soon as this information is known. (Ord. 1174, 4-28-2008)

7-3-9: OTHER OBLIGATIONS:

A. Compliance With Other Laws: Obtaining a right of way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the city or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including, but not limited to, Minnesota statutes sections 216D.01 to 216D.09 (gopher one call excavation notice system) and Minnesota rules chapter 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right of way pursuant to its permit, regardless of who does the work.

B. Prohibited Work: Except in an emergency, or with the approval of the city, no right of way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.

- C. Interference With Right Of Way: A permittee shall not so obstruct a right of way that the natural free and clear passage of water through the gutters or other waterways shall be interfered with, unless otherwise approved by the director. Private vehicles of those doing work in the right of way may not be parked within or next to a permit area, unless parked in conformance with city parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.
- D. Traffic Control: A permittee shall implement traffic control measures in the area of the work and shall use traffic control procedures in accordance with the most recent manuals on uniform traffic control, traffic control devices and traffic zone layouts published by the state of Minnesota.
- E. Trenchless Excavation: As a condition of all applicable permits, permittees employing trenchless excavation methods, including, but not limited to, horizontal directional drilling, shall follow all requirements set forth in Minnesota statutes chapter 216D and Minnesota rules chapter 7560, and shall require potholing or open cutting over existing underground utilities before excavating, as determined by the director. (Ord. 1174, 4-28-2008)

7-3-10: ROUTINE OBSTRUCTION AND EXCAVATION:

Routine excavations and obstructions are permitted without separate notice and separate compensation for such projects. Projects that do not involve excavation of paved surface and that last less than a continuous eight (8) hour period in duration between seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M., Monday through Friday, excluding holidays, may, in the director's discretion, be considered routine obstruction and excavation and include, by way of example, switching, replacing fuses, replacing transformers, placing line guards, animal protection, leak surveys, anode installations and inspections, or to repair facilities due to public damage or accident. (Ord. 1174, 4-28-2008)

7-3-11: DILIGENCE IN PERFORMING WORK; DELAY PENALTY:

Work shall progress in an expeditious manner as permitted by weather conditions until completion in order to avoid unnecessary inconvenience. In the event that the work is not performed in accordance with applicable regulations, excavations and utility connections, or the work is not done in an expeditious manner, or is abandoned without due cause, the city may, after seventy two (72) hours' notice to the permit holder, correct and fill the excavation or repair the street. The entire cost of such work shall be paid by the permit holder upon demand made by the city. In accordance with Minnesota rule 7819.1000, subpart 3, the city shall establish and

impose a delay penalty for unreasonable delays in right of way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by city council resolution. A delay penalty will not be imposed for delays due to force majeure, including inclement weather, civil strife, acts of God, or other circumstances beyond the control of the applicant. (Ord. 1174, 4-28-2008)

7-3-12: WORK STANDARDS:

The permit holder shall comply with the following standards when engaging in the work:

- A. Observe and comply with all laws, rules and regulations of the state.
- B. Conduct the operation and perform the work in a manner as to ensure the least obstruction and interference to traffic.
- C. Take adequate precautions to ensure the safety of the general public and those who require access to abutting property.
- D. If required by the director, notify adjoining property owners prior to the commencement of work which may disrupt the use of and access to such adjoining properties.
- E. In all cases where construction work interferes with the normal use of the construction area, provide for closing the construction area to traffic or to afford restricted use of the area and comply with MUTCD traffic safety signing requirements.
- F. Exercise precaution at all times for the protection of persons, including employees and property.
- G. Protect and identify excavations and work operations with barricade flags and, if required, by flagmen in the daytime and by warning lights at night.
- H. Provide proper trench protection as required by OSHA when necessary and, depending upon the type of soil, in order to prevent cave ins endangering life or tending to enlarge the excavation.
- I. Protect the root growth of trees and shrubbery.
- J. Installation of pipe (utility conductors) under concrete or bituminous pavements shall be done by jacking, auguring or tunneling as directed by the director unless otherwise authorized.

K. All backfilling must be placed in six inch (6") layers at optimum moisture and compacted with the objective of attaining one hundred percent (100%) of standard proctor density. Compaction shall be accomplished with hand, pneumatic or vibrating compacters, as appropriate.

L. No metal tracked or other lugged equipment is allowed to be driven on the public right of way. (Ord. 1174, 4-28-2008)

7-3-13: INSPECTIONS:

A. Site Inspection: Permittee shall make the work site available to the city and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

B. Authority Of Director:

1. At the time of inspection, the director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well being of the public.
2. The director may issue an order to the permittee to correct any work that does not conform to the terms of the permit or other applicable standards, conditions, or code. If the work failure is a "substantial breach", within the meaning of Minnesota statutes section 237.163, subdivision 4(c), the order shall state that failure to correct the violation will be cause for revocation of the permit after a specified period determined by the director. The permittee shall present proof to the director that the violation has been corrected within the time period set forth by the director in the order. Such proof shall be provided no later than the next business day following the day of completion. If such proof has not been presented within the required time, the director may revoke the permit pursuant to section 7-3-7-10 of this chapter. (Ord. 1174, 4-28-2008)

7-3-14: WORK WITHOUT PERMIT:

A. Emergency Situations:

1. Each registrant shall immediately notify the director of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to state gopher one call regarding an emergency situation does not fulfill this requirement. Within two (2) business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the emergency.

2. If the city becomes aware of an emergency regarding a registrant's facilities, the city will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the city may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

B. Nonemergency Situations: Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right of way must subsequently obtain a permit and, as a penalty, pay double the normal fee for said permit, pay double all the other fees required by this code, deposit with the city the fees necessary to correct any damage to the right of way, and comply with all of the requirements of this chapter. (Ord. 1174, 4-28-2008)

7-3-15: INSTALLATION REQUIREMENTS:

The excavation, backfilling, patching and restoration, and all other work performed in the right of way shall be done in conformance with Minnesota rules 7819.1100 and 7819.5000 and other applicable local requirements, insofar as they are not inconsistent with the Minnesota statutes sections 237.162 and 237.163. Installation of service laterals shall be performed in accordance with Minnesota rules chapter 7560 and this chapter. Service lateral installation is further subject to those requirements and conditions set forth by the city in the applicable permits and/or agreements referenced in subsection 7-3-17B of this chapter. (Ord. 1174, 4-28-2008)

7-3-16: PATCHING AND RESTORATION OF RIGHT OF WAY:

A. Timing: The work to be done under the utility permit, and the patching and restoration of the right of way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable under subsection 7-3-9B of this chapter or if the permittee is granted a new permit.

B. Performing Work: Permittee must patch its own work. The city may choose either to have the permittee restore the surface and subgrading portions of right of way or to restore the surface portion of right of way itself.

1. Permittee Restoration: If the permittee restores the right of way itself, it shall, at the time of application for a utility permit, post a construction performance bond in accordance with the provisions of section 7-3-7-4 of this chapter, and Minnesota rules 7819.3000.

2. City Restoration: If the city restores the surface portion of right of way, permittee shall pay the costs thereof within thirty (30) days of billing. If, following such restoration, the pavement settles or otherwise fails for reasons not caused by the city's failure to properly restore, the permittee shall pay to the city, within thirty (30) days of billing, all costs associated with correcting the defective work.

3. Degradation Fee In Lieu Of Restoration: In lieu of right of way restoration, a right of way user may elect to pay a degradation fee. However, the right of way user shall remain responsible for replacing and compacting the subgrade and aggregate based material in the excavation, and the degradation fee shall not include the cost to accomplish these responsibilities.

C. Standards: The permittee shall perform patching and restoration according to the standards and with the materials specified by the city and shall comply with Minnesota rules 7819.1100. In exercising authority over restoration, the director shall be guided by the following standards and considerations:

1. The number, size, depth and duration of the excavations, disruptions or damage to the right of way;
2. The traffic volume carried by the right of way and the character of the neighborhood surrounding the right of way;
3. The preexcavation condition of the right of way and the remaining life expectancy of the right of way affected by the excavation;
4. Whether the relative cost of the method of restoration to the permit holder is in reasonable balance with the prevention of an accelerated depreciation of the right of way that would otherwise result from the excavation, disturbance or damage to the right of way; and
5. The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right of way that would otherwise take place.

D. Duty To Correct Defects: The permittee shall correct defects in patching or restoration performed by permittee or its agents. Upon notification from the city, permittee shall correct all restoration work to the extent necessary, using the method required by the city. Unless otherwise agreed to by the director, said work shall be commenced within two (2) days of receipt of the notice from the city and shall be completed within fourteen (14) days of commencement of work, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable under subsection 7-3-9B of this chapter.

E. Failure To Restore: If the permittee fails to restore the right of way in the manner and to the condition required by the city, or fails to satisfactorily and timely complete all restoration required by the city, the city shall notify the permittee in writing of the specific alleged failure or failures and shall allow the permittee five (5) days from receipt of said written notice to cure said failure or failures, unless otherwise extended by the director. In the event the permittee fails to cure, the city may, at its option, perform the necessary work, and the permittee shall pay to the city, within thirty (30) days of billing, the cost of restoring the right of way. If the permittee fails to pay as required, the city, in addition to other remedies provided by law, may exercise its rights under the construction performance bond. (Ord. 1174, 4-28-2008)

7-3-17: MAPPING DATA:

- A. Information Required: Each registrant and permittee shall provide mapping information required by the city in accordance with Minnesota rules 7819.4000 and 7819.4100. Within ninety (90) days following completion of any work pursuant to a permit, the permittee shall provide the director accurate maps and drawings certifying the as built location of all equipment installed, owed, and maintained by the permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided consistent with the city's electronic mapping system, when practical or as a condition imposed by the director. Failure to provide maps and drawings pursuant to this subsection shall be grounds for revoking the permit holder's registration.
- B. Service Laterals: All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minnesota rules 7560.0150, subpart 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals and the service lateral vertical locations in those cases where the director reasonably requires it. Permittees or their subcontractors shall submit to the director evidence satisfactory to the director of the installed service lateral locations. Compliance with this subsection and with applicable state gopher one call law and Minnesota rules governing service laterals installed after December 31, 2007, shall be a condition of any city approval necessary for: 1) payments to contractors working on a public improvement project including those under Minnesota statutes chapter 429; and 2) city approval of performance under development agreements or other subdivision or site plan approval under Minnesota statutes chapter 462. The director shall reasonably determine the appropriate method of providing such information to the city. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or for future permits to the offending permittee or its subcontractors. (Ord. 1174, 4-28-2008)

7-3-18: UNDERGROUNDING:

A. Purpose: The purpose of this section is to promote the health, safety and general welfare of the public and is intended to foster: 1) safe travel over the right of way; 2) nontravel related safety around homes and buildings where overhead feeds are connected; and 3) orderly development in the city. Location and relocation, installation and reinstallation of facilities in the right of way or in or on other public ground must be made in accordance with this section and is intended to be enforced consistently with state and federal law regulating right of way users, specifically including, but not limited to, Minnesota statutes sections 161.45, 237.162, 237.163, 301B.01, 222.37, 238.084 and 216B.36 and the telecommunications act of 1996, title 47, USC section 253.

B. New Facilities: Facilities newly installed, constructed or otherwise placed in the public right of way or in other public property held in common for public use must be located and maintained underground pursuant to the terms and conditions of this chapter and in accordance with applicable construction standards, subject to the exceptions below. Aboveground installation, construction, modification, or replacement of meters, gauges, transformers, street lighting, pad mount switches, capacitor banks, reclosers and service connection pedestals shall be allowed. These requirements shall apply equally outside of the corporate limits of the city coincident with city jurisdiction of platting, subdivision regulation or comprehensive planning as may now or in the future be allowed by law.

C. Permanent Replacement, Relocated Or Reconstructed Facilities: If the city finds that one or more of the purposes set forth in subsection A of this section would be promoted, the city may require a permanent replacement, relocation or reconstruction of a facility to be located and maintained underground, with due regard for seasonal working conditions. For purposes of this subsection, "reconstruction" means any substantial repair of or any improvement to existing facilities. Undergrounding may be required whether a replacement, relocation or reconstruction is initiated by the right of way user owning or operating the facilities, or by the city in connection with: 1) the present or future use by the city or other local governmental unit of the right of way or other public ground for a public project; 2) the public health or safety; or 3) the safety and convenience of travel over the right of way. Subject to subsection D of this section, all relocations from previously placed underground facilities shall be to another underground location.

D. Exceptions: The following exceptions to the strict application of this section shall be allowed upon the conditions stated:

1. Technical/Economic Feasibility; Promotion Of Policy: Aboveground installation, construction, or placement of facilities shall be allowed in residential, commercial and industrial areas where the council, following consideration and recommendation by the planning commission, finds that:

- a. Underground placement would place an undue financial burden upon the landowner, rate payer, or right of way user, or would deprive the landowner of the preservation and enjoyment of substantial property rights; or
 - b. Underground placement is impractical or not technically feasible due to topographical, subsoil or other existing conditions which adversely affect underground facilities placement; or
 - c. Failure to promote the purposes of undergrounding. The right of way user clearly and convincingly demonstrates that none of the purposes under subsection A of this section would be advanced by underground placement of facilities on the project in question, or the city determines on its own review that undergrounding is not warranted based on the circumstances of the proposed undergrounding.
2. Temporary Service: Aboveground installation, construction, or placement of temporary service lines shall only be allowed:
- a. During new construction of any project for a period not to exceed three (3) months.
 - b. During an emergency in order to safeguard lives or property within the city.
 - c. For a period of not more than seven (7) months when soil conditions make excavation impractical.
- E. Developer Responsibility: All owners, platters, or developers are responsible for complying with the requirements of this section and, prior to final approval of any plat or development plan, shall submit to the director written instruments from the appropriate right of way users showing that all necessary arrangements with said users for installation of such facilities have been made. (Ord. 1174, 4-28-2008)

7-3-19: LOCATION AND RELOCATION OF FACILITIES:

- A. Compliance With State Regulations: Placement, location and relocation of facilities must comply with the act, with other applicable rights of the city under its police power, and with Minnesota rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.
- B. Relocation Notification Procedure: The director shall notify the utility owner at least three (3) months in advance of the need to relocate existing facilities so the owner can determine if relocation or replacement is required and plan any required work. The city should provide one notification, provide the date work will start on the city's project and, if different, provide the date by which the relocation must be completed. To the extent technically feasible and limited by seasonal constraints, all utilities shall be relocated within one month or in a time

frame determined by the director. The director may allow a different schedule if it does not interfere with the city's project. The utility owner shall diligently work to relocate the facilities within the above schedule.

C. Delay To City Project: If the owner fails to meet the relocation schedule due to circumstances within the utility's control, the city may charge the utility owner for all costs incurred by the city because the relocation is not completed in the scheduled time frame.

D. Joint Trenching: All facilities shall be placed in appropriate portions of right of way so as to cause minimum conflict with other underground facilities. When technically appropriate and no safety hazards are created, all utilities shall be installed, constructed or placed within the same trench. Notwithstanding the foregoing, gas and electric lines shall be placed in conformance with Minnesota rules part 7819.5100, subpart 2, governing safety standards.

E. Corridors:

1. The city may assign a specific area within the right of way, or any particular segment thereof as may be necessary, for each type of facility that is or, pursuant to current technology, the city expects will be located within the right of way. All utility, obstruction, or other permits issued by the city involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue. A typical cross section of the location for utilities may be on file at the director's office. This section is not intended to establish "high density corridors".
2. Any registrant who has facilities in the right of way in a position at variance with the corridors established by the city may remain at that location until the city requires facilities relocation to the corridor pursuant to relocation authority granted under Minnesota rules 7819.3100 or other applicable law.

F. Limitation Of Space: To protect the public health, safety, and welfare, or when necessary to protect the right of way and its current use, the city shall have the power to prohibit or limit the placement of new or additional facilities within the right of way. In making such decisions, the city shall strive, to the extent possible, to accommodate all existing and potential users of the right of way, but shall be guided primarily by considerations of the public interest, the public needs for the particular utility service, the condition of the right of way, the time of year with respect to essential utilities, the protection of existing facilities in the right of way, and future city plans for public improvements and development projects which have been determined to be in the public interest. (Ord. 1174, 4-28-2008)

7-3-20: PREEXCAVATION FACILITIES LOCATION:

In addition to complying with the requirements of Minnesota statutes sections 216D.01 to

216D.09 (one call excavation notice system) before the start date of any right of way excavation, each registrant who has facilities or equipment in the area to be excavated shall be responsible to mark the horizontal placement of all said facilities, to the extent technically feasible. To the extent its records contain such information, each registrant shall provide information regarding the approximate vertical location of its facilities, at the time of installation, to excavators upon request. Nothing in this section is meant to limit the rights, duties and obligations of the facility owners or excavators as set forth in Minnesota statutes sections 216D.01 to 216D.09. (Ord. 1174, 4-28-2008)

7-3-21: INTERFERENCE BY OTHER FACILITIES:

When the city does work in the right of way, in its governmental right of way management function, and finds it necessary to maintain, support, or move a registrant's facilities to carry out the work without damaging the registrant's facilities, the city shall notify the local representative as early as is reasonably possible. The city costs associated therewith will be billed to that registrant and must be paid within thirty (30) days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right of way which it or its facilities damage. (Ord. 1174, 4-28-2008)

7-3-22: VACATION OF RIGHT OF WAY:

- A. Reservation Of Right: If the city vacates a right of way which contains the equipment of a registrant, and if the vacation does not require the relocation of registrant facilities and equipment, the city shall reserve, to and for itself and all registrants having facilities and equipment in the vacated right of way, the right to install, maintain and operate any facilities and equipment in the vacated right of way and to enter upon such right of way at any time for the purpose of reconstruction, inspecting, maintaining or repairing the same.
- B. Relocation Of Equipment: If the vacation requires the relocation of registrant facilities and equipment, and: 1) if the vacation proceedings are initiated by the registrant, the registrant must pay the relocation costs; or 2) if the vacation proceedings are initiated by the city, the registrant must pay the relocation costs unless otherwise agreed to by the city and the registrant; or 3) if the vacation proceedings are initiated by a person or persons other than the registrant or permit holder, such other person or persons must pay the relocation costs. (Ord. 1174, 4-28-2008)

7-3-23: INDEMNIFICATION AND LIABILITY:

By registering with the city, or by accepting a permit under this chapter, a registrant or permittee agrees to defend and indemnify the city in accordance with the provisions of Minnesota rules 7819.1250. (Ord. 1174, 4-28-2008)

7-3-24: ABANDONED FACILITIES:

- A. Discontinued Operations: A registrant who has decided to discontinue all or a portion of its operations in the city must provide information satisfactory to the city that the registrant's obligations for its facilities in the right of way under this chapter have been lawfully assumed by another registrant.
- B. Removal: Any registrant who has abandoned facilities in any right of way shall remove them from that right of way pursuant to Minnesota rules 7819.3300, unless the requirement is waived by the director. A facility is not abandoned unless declared so by the operator. (Ord. 1174, 4-28-2008)

7-3-25: APPEALS:

A right of way user that: a) has been denied registration; b) has been denied a permit; c) has had a permit revoked; d) believes that the fees imposed are not in conformity with Minnesota statutes section 237.163, subdivision 6; or e) disputes a determination of the director regarding subsection 7-3-17B of this chapter may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the city council. The city council shall act on a timely written request at its next regularly scheduled meeting. A decision by the city council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision. (Ord. 1174, 4-28-2008)

7-3-26: RESERVATION OF REGULATORY AND POLICE POWERS:

A permittee's or registrant's rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public. (Ord. 1174, 4-28-2008)

7-3-27: SEVERABILITY:

If any section, subsection, sentence, clause, phrase, or portion of this chapter is, for any reason, held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof. If a regulatory body or a court of competent jurisdiction should determine, by a final, nonappealable order, that any permit, right or registration issued under this chapter or any portions of this chapter is illegal or unenforceable, then any such permit, right or registration granted or deemed to exist hereunder shall be considered as a revocable permit with a mutual right in either party to terminate without cause upon giving sixty (60) days' written notice to the other. The requirements and conditions of such a revocable permit shall be the same requirements and conditions as set forth in the permit, right or registration, respectively, except for conditions relating to the term of the permit and the right of termination. Nothing in this chapter precludes the city from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein. (Ord. 1174, 4-28-2008)

Section Two. Effective Date. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2022.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew, Mayor

ATTEST:

By: _____
Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2020-046**

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF
ORDINANCE NO. 1424 AMENDING CITY CODE TITLE 7, CHAPTER 3, RELATED
TO PUBLIC RIGHTS OF WAY MANAGEMENT**

WHEREAS, on February 28, 2022, the City of Inver Grove Heights, Dakota County, Minnesota (“City”) adopted Ordinance No. 1424; and

WHEREAS, State law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, pursuant to Minn. Stat. Sec. 412.191, subd. 4, the Council may, by a 4/5 vote, direct that only the title and a summary of the ordinance be published; and

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1424, attached hereto as **Exhibit A**; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1424 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, due to the length of Ordinance No. 1424 the City desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, the City Council for the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1424 attached as **Exhibit A** and authorizes the publication of the summary shown in **Exhibit A** in lieu of publication of the entirety of Ordinance No. 1424 in the City’s official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance 1424 is available for inspection during regular business hours at the office of the City Clerk, by standard mail, or by electronic mail.
3. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 28th day of February, 2022.

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew

Its: Mayor

Attested:

By: _____

Rebecca Kiernan

Its: City Clerk

(Published in the _____ on _____, 2022.)

EXHIBIT A**CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA, ORDINANCE NO. 1424, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 7, CHAPTER 3, RELATED TO PUBLIC RIGHTS OF WAY MANAGEMENT**

On February 28, 2022, the City of Inver Grove Heights, Dakota County, Minnesota (“City”) adopted Ordinance No. 1424 (the “Ordinance”) amending Title 7, Chapter 3 of the Inver Grove Heights City Code related to public rights of way management.

The Ordinance amends the City’s right of way ordinance, as permitted under Minn. Stat. Sec. 237.162, to add provisions related to the regulation of small wireless facilities, defined as a wireless facility that meets both of the following qualifications: A. Each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or could fit within such an enclosure; and B. All other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than twenty-eight (28) cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment. The Ordinance adds definitions of utility poles, wireless facilities, wireless service, and wireless support structures; establishes a requirement for a small wireless facility permit to erect or install a wireless support structure, to collocate a small wireless facilities, or to otherwise install a small wireless facility in the specific portion of the right-of-way; and establishes a small wireless facility permit fee, as well as various conditions for the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way. These limitations include a 50-foot height limitation, separation requirements, and execution of a standard small wireless facility collocation agreement. A deadline for action to be taken related to an application for a small wireless facility permit is added, and the Ordinance establishes further procedural requirements for denial or revocation of a permit. The Ordinance makes additional revisions to the Chapter to refine the purpose of the chapter, expand the definition of an applicant for purposes of the chapter, define collocate and collocation and restoration costs, revise the definition of management costs, and revise the definition of obstruct.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1424 and it is directed that only the above title and summary of Ordinance No. 1424 be published, conforming to Minn. Stat. §331A.01, with the following

NOTICE

A printed copy of the full text of Ordinance No. 1424 is available for inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.



Request for Council Action

Consider First Reading of Ordinance Amending Certain Park Dedication Fees

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	
Item Type:	Regular	Amount included in current budget	
Contact:	Adam Lares, Parks and Recreation Director	Budget amendment requested	
Prepared by:	Bridget Nason, City Attorney	FTE included in current complement	
Reviewed by:	Adam Lares, Parks and Recreation Director	New FTE requested - N/A	
		Other	x

ACTION REQUESTED:

The Council is asked to consider the first reading of an ordinance amending the park dedication fees for new residential units located in the A, E-1, E-2, R-1, and R-2 zoning districts, to increase the fee from \$2,850/unit to \$3,850/unit. Council is further asked to schedule a public hearing on the attached ordinance at the second reading of the ordinance, based on the requirements found in Minn. Stat. Sec. 462.353, which requires a public hearing before the adoption or amendment of ordinances regarding planning-related fees.

SUMMARY:

The City has not updated its park dedication fees since 2014, over seven years ago. In September of 2021, the Parks and Recreation Advisory Commission (PRAC) reviewed a presentation regarding the City's current park dedication fees and a proposal to increase the park dedication fees for residential units in the R-1 and R-2 zoning districts, as well as the A, E-1, and E-2 zoning districts. In October of 2021, the Council reviewed the recommendation of the Planning Commission to increase these park dedication fees at a Council work session.

Based on the PRAC's recommendation and Council feedback from the October work session, the attached ordinance has been prepared. It will increase the existing park dedication fees in the zoning districts listed above to \$3,850/unit. This recommended fee increase is based on application of the factors listed in Minn. Stat. Sec. 462.358, subd. 2b(c), namely a review and determination of the fair market value of unplatted land in the northwest area for which park fees have been paid, as guided by recent appraisals of certain parcels in the northwest area.

The PRAC reviewed the attached ordinance at its February 9, 2022 meeting and voted unanimously to recommend approval.

**CITY OF INVER GROVE HEIGHTS
 DAKOTA COUNTY, MINNESOTA
 ORDINANCE NO. _____
 AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 11,
 CHAPTER 4, SECTION 6 RELATING TO PARK DEDICATION FEES**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Inver Grove Heights City Code Title 11, Chapter 4, Section 6 is hereby amended as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

11-4-6: CASH CONTRIBUTION:

A. Residential Subdivisions: The following cash contribution fees per residential unit shall be made at the time of final plat approval:

Zoning District	Cash Contribution Per Residential Unit
A, E-1 and E-2	\$2,850.00 <u>\$3,850.00</u>
R-1 and R-2	2,850.00 <u>\$3,850.00</u>
R-3A and R-3B	<u>\$4,000.00</u>
R-3C	<u>\$4,900.00</u>

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



Request for Council Action

Consider Request for Contribution to Dakota County Parks Unity Trail Project

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	Feb. 28, 2022	None	
Item Type:	Regular Business	Amount included in current budget	
Contact:	(651) 450 - 2511	Budget amendment requested	X
Prepared by:	Kris Wilson, City Administrator	FTE included in current complement	
Reviewed by:	Adam Lares, Parks & Recreation Director	New FTE requested - N/A	
		Other	

ACTION REQUESTED

The Council is asked to consider a request to contribute \$15,000 to a partnership lead by Dakota County Parks that would make enhancements to an existing 5-mile trail loop in Inver Grove Heights.

SUMMARY

Dakota County Parks has an opportunity to receive a \$160,000 grant from the Metropolitan Council to make enhancements to an existing 5-mile trail loop in Inver Grove Heights. In order to help meet the 1-to-1 matching requirement of the grant, the City of Inver Grove Heights has been asked to contribute \$15,000.

The attached information sheet from Dakota County provides more information on the proposed project. Also attached is a map of the trail and letters of support from other project partners - Independent School District 199 and Inver Hills Community College.

This is not a planned or budgeted expense for 2022, therefore if Council is agreeable to making the contribution, staff recommends that it be taken from the Host Community Fund. The other two funds that specifically fund park amenities are not recommended for the following reasons:

- The Park Development Fund, which is funded by park dedication fees, is restricted for use on the development of new amenities. In this case the trail is already in place. While the enhancements would be new, staff still feels it would be a stretch to label this expenditure as a qualifying use for the Park Development Fund.
- The Park Capital Improvement Fund, which is funded by property tax revenues and grant dollars, is already earmarked for projects in development - such as the renovation of South Valley Park (a project that will soon be presented to Council once it has first been reviewed by the Park and Recreation Advisory Commission).

RECOMMENDATION

The Parks and Recreation Director and I recommend approval of the requested contribution of \$15,000 from the Host Community Fund. This is an opportunity to leverage significant partner investment in an Inver Grove Heights Trail for a modest City contribution.

UNITY TRAIL PARTNERSHIP PROPOSAL

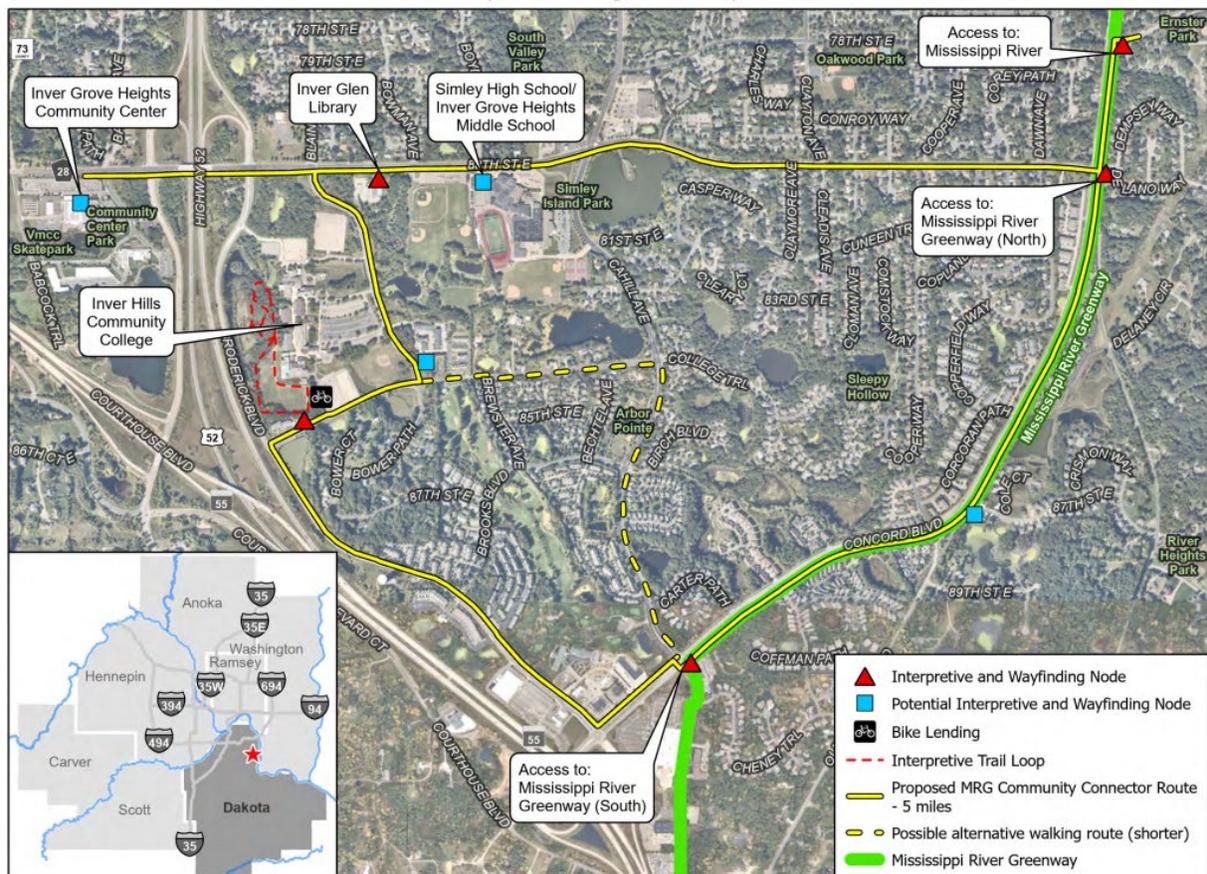
February 22, 2022

REQUESTED ACTION. A \$15,000 contribution from the City of Inver Grove Heights is being sought, which will leverage an additional \$305,000 in funding to significantly enhance an existing five-mile trail loop in Inver Grove Heights.

PROJECT DESCRIPTION. New signage, wayfinding, interpretive and historic elements will improve access and attract visitors, not just for the improved trail loop but to amenities along it, including the City’s Veterans Memorial Community Center, Simley Island Park, Ernster Park, City Hall and skate park, as well as over 25 local businesses, Dakota County’s Inver Glen Library and Mississippi River Greenway, ISD 199’s Simley High School and IGH Middle School, several neighborhoods, and the Inver Hills Community College campus, with its proposed mile-long nature trail and native garden which will be open for public use. This project from its inception has been based on community partnerships.

FUNDING. Primary funding for the project comes from a \$160,000 Met Council grant already awarded to Dakota County. This grant cannot be accepted without a \$160,000 match from the partners. The County would bear the lion's share of the match - roughly \$100,000. The \$15,000 City contribution would leverage a 20-to-1 return for every dollar invested by the City, with the City investment used for construction/installation of “bump outs” along the trail for improved signage, wayfinding, interpretive and historic elements. Inver Hills and ISD 199 have committed over \$40,000 to programming and event support. This project would also provide for a yearlong pilot project creating the first bikeshare program in the City and Dakota County, with funding from a \$20,000 SHIP grant.

Proposed Mississippi River Greenway Community Connector Route
(located on existing trails/sidewalks)



CONNECTING RESIDENTS WITH LOCAL BUSINESSES. More and more residents like to walk and bike to eat out, run errands, or shop. Businesses along this loop include Hometown Meats, Hometown Sweets, Little Asia Bowl, Corner Store, Vermillion Bank, Cub Foods, McDonald’s, Great Clips, Simply Nutrition, Caribou Coffee, Inver Grove Brewing, Super Wok, MetroDental, Walmart, A&W, Fantastic Sam’s, Anytime Fitness, NerdinOut, Lash Envy, Inver Grove License Center, Holiday, and Subway, among others.

PARTNERSHIP.

Key Partners:

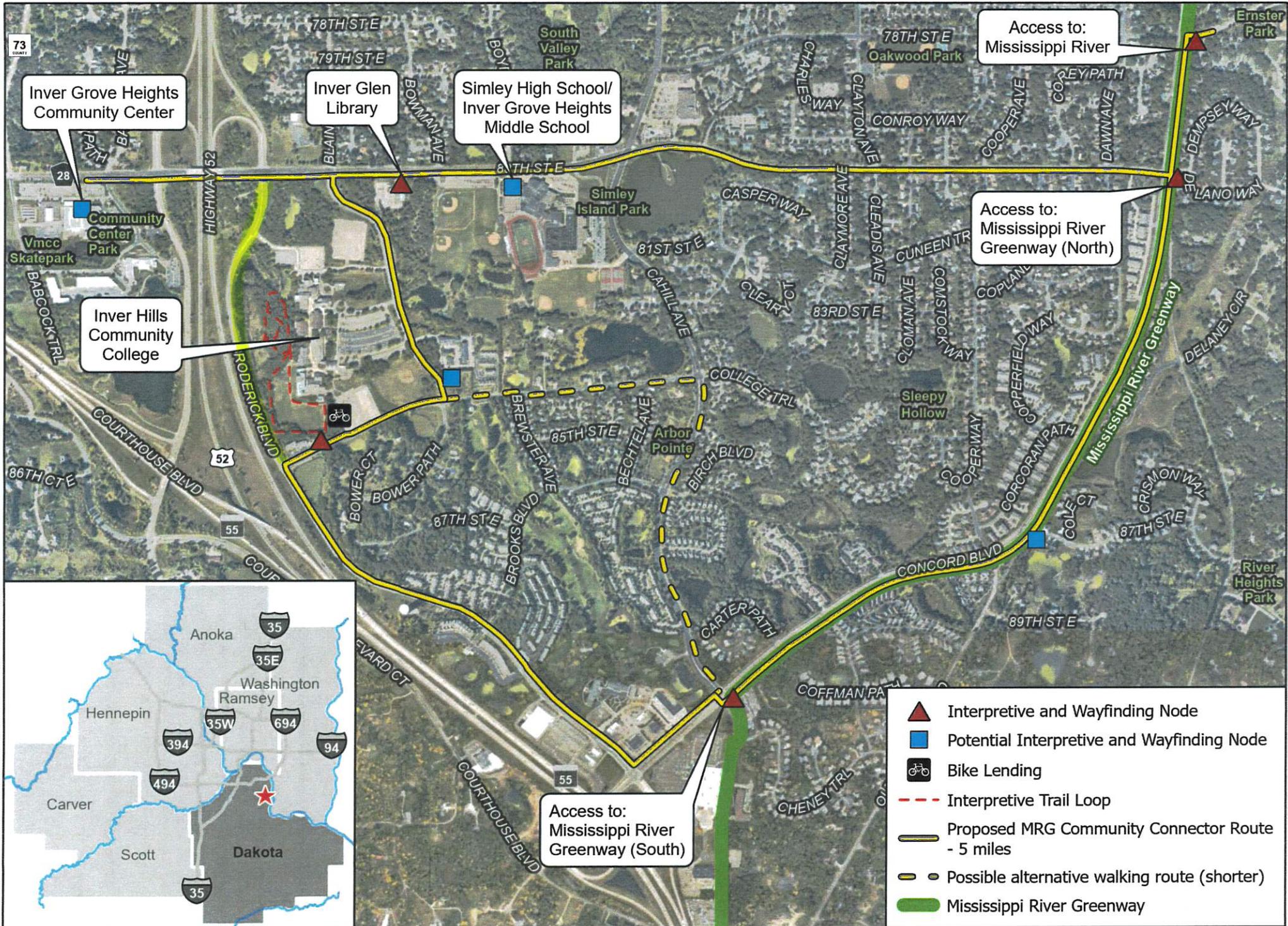
- City of Inver Grove Heights
- Inver Hills Community College
- ISD 199 Inver Grove Heights Schools
- Inver Glen Library
- Dakota County Parks

OVERALL PROPOSED PROJECT BUDGET.

Unity Trail	\$260,000 Installation of 5 – 7 “bump outs” with wayfinding and cultural/and historical interpretation elements. Note, no new trail will be constructed. Bump outs will occur along existing trail loop. The grant includes funds to contract with consultant team to assist in the development of interpretive themes and stories. Also includes budget for pilot bikeshare program (anticipating three bikeshare stations with three bikes/station).
Community Engagement & Events and Programming	\$60,000 Planning and implementing community outreach and engagement which will then inform the type of collaborative programming and events offered to the public through partnership.
Total	\$320,000

Proposed Mississippi River Greenway Community Connector Route

(located on existing trails/sidewalks)



Dakota County Board of Commissioners
Administration Center
1590 Highway 55
Hastings, MN 55033

4 January 2022

Dear Chair Workman and Members of the Physical Development Committee,

I offer this letter of support for the Unity Trail proposal. The theme for this project “Building and Bridging Community” is well reflected in the program design. Inver Hills is a community resource, not only for workforce development but for community enrichment. This project will enhance public access to our beautiful campus and connect the campus to the Mississippi River Greenway Regional Trail.

The project would also build bridges across time. As Commissioner Atkins so often reminds us, we live in a region with a rich history. The trail interpretive signs and educational programming will help to make that history more inclusive and present to contemporary residents. The programming also leverages the strengths of our Dakota County library, park system, K12 schools, and college to promote community learning over the next two-years. The Unity Council set up to manage this project could provide an on-going forum for other efforts to advance inclusion in our community.

This project would advance the priorities of multiple groups. It would advance one of the strategic priorities of Inver Hills Community College—“to recognize historically under-represented communities in our physical environment.” It would advance a priority of the Park Services Visitors Plan for Dakota County to attract to parks and trails more people of color, people with disabilities, seniors, and people from lower income households. It would also advance a strategic plan goal of the Board of Commissioners—“to be a welcoming place where all people are safe, have opportunities to thrive, and enjoy a high lifelong quality of life.” This trail supports those goals by extending access to the Mississippi River Greenway Regional Trail and celebrating, through interpretative signs and community programming, the historic and current diversity of our region. The latter is critical in creating an environment where all residents feel welcome.

This collaboration started organically among staff who are passionate for building connections across agencies in service of our county. Their enthusiasm inspired my leadership team to commit to in-kind support of \$37,000. Thank you all for considering our request to accept the equity grant funds for this project.

Sincerely,



Michael Berndt, President
Inver Hills Community College

Dakota County Board of Commissioners
Administration Center
1590 Highway 55
Hastings, MN 55033

4 February 2022

Dear Chair Workman and Members of the Physical Development Committee,

I am resubmitting my letter of support for the Unity Trail proposal to more formally affirm our college’s commitment to the in-kind contributions needed to ensure this investment will be sustained into the future. The table below outlines our on-going commitments as a project partner and estimates of the value of those commitments, both within scope of the project, and beyond in sign and trail maintenance.

STAFFING SUPPORT	PROGRAM & MATERIALS SUPPORT	SPACE USE	TOTAL IN-KIND CONTRIBUTIONS
<ul style="list-style-type: none"> • Project team involvement – Unity Council • DEI team involvement – programming – • Grounds staff maintenance – interpretive trail • Faculty position w/credits for release time • In-Kind Estimate \$33,456 	<ul style="list-style-type: none"> • Curriculum materials • Grounds equipment • Host community events • Partner on community engagement • In-Kind Estimate \$3,400 	<ul style="list-style-type: none"> • Host meetings • Host learning circles • Provide site and acreage for interp. Node and bike lending • In-Kind Estimate \$1,000 	\$37,856

As I shared in my first letter of support, this project would advance the priorities of multiple groups. It would advance one of the strategic priorities of Inver Hills Community College—"to recognize historically under-represented communities in our physical environment." It would advance a priority of the Park Services Visitors Plan for Dakota County to attract to parks and trails more people of color, people with disabilities, seniors, and people from lower income households. It would also advance a strategic plan goal of the Board of Commissioners—"to be a welcoming place where all people are safe, have opportunities to thrive, and enjoy a high lifelong quality of life." This trail supports those goals by extending access to the Mississippi River Greenway Regional Trail and celebrating, through interpretative signs and community programming, the historic and current diversity of our region. The latter is critical in creating an environment where all residents feel welcome.

Thank you all for reconsidering our request to accept the equity grant funds for this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Berndt". The signature is fluid and cursive, with the first name "Michael" being more prominent than the last name "Berndt".

Michael Berndt, President
Inver Hills Community College
Dakota County Technical College



Inver Grove Heights Schools

2990 80th Street East
Inver Grove Heights, MN 55076
PHONE: 651-306-7800
FAX: 651-306-7295
www.isd199.org

February 1, 2022

Dear Selection Committee,

I am writing on behalf of the Inver Grove Heights School District to share our full support for Dakota County Park's Unity proposal. Our staff have collaborated on the development of this proposal and are committed to continuing to collaborate on the implementation of the project should it be approved.

This will benefit our institution by growing our relationships with involved organizations, providing opportunities for student involvement in the development of interpretive and programmatic elements of the trail, and working in collaboration with partners to create equitable outdoor spaces that center on the narratives and contributions of Indigenous, Black and people of color. We also see the curriculum development component as an opportunity for teachers to develop curriculums that incorporate the trail, its themes and the outdoors into their classes.

To conclude, I fully support the efforts of Dakota County Parks and our other partners in this initiative. We see this project helping us collaborate more strongly across organizations and build our collective capacity to provide more equitable and inclusive services, which will benefit our students, staff, and the broader community.

Sincerely,

Dave Bernhardson
Superintendent
Inver Grove Heights Schools



Request for Council Action

TITLE: Consider Request for Approval of Rental Housing Licenses

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	February 28, 2022	None	X
Item Type:	Regular	Amount included in current budget	
Contact:	651-450-2491	Budget amendment requested	
Prepared by:	Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by:	Heather Rand, Community Development Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

The City Council is asked to consider approval of twelve (12) rental licenses.

BACKGROUND

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

ANALYSIS

The following rental license applications have been submitted:

- 6326 BAILEY TRAIL - SFR BORROWER 2021-2 LLC
- 8974 COFFMAN PATH - SFR BORROWER 2021-2 LLC
- 7686 ADDISEN PATH - SFR BORROWER 2021-2 LLC
- 7652 ADDISEN PATH - SFR BORROWER 2021-2 LLC
- 7481 CLOMAN WAY - SFR BORROWER 2021-2L LLC
- 6974 ARCHER COURT - ANIL SODADASI
- 8865 BRUNELL WAY - ILYA SALNIKOV
- 8093 DARCY LANE - DHEERAJ GUPTA
- 4897 BIVENS COURT - JENNIFER RATTIS
- 4835 BISSET LANE - STACY MARION
- 8287 DELANEY DRIVE - ANTHONY BASSET
- 7305 BRITTANY LANE - JORDAN GRENIER

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

RECOMMENDATION

Community Development staff recommends approval of the licenses listed above.