

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
8150 BARBARA AVENUE

Monday July 8, 2019
7:00 p.m.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

Badge Pinning of Fire Inspector and Three (3) Firefighters

4. CONSENT AGENDA

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

- A. i. Minutes from the June 10, 2019 Council Meeting
- ii. Minutes from the June 24, 2019 Council Meeting

B. Resolution Approving Disbursements for Period Ending July 2, 2019

C. Request for Approval of Rental Housing License

D. Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

E. Consider Approval of Individual Massage Therapist License for Jennifer Miller at Inver Grove Chiropractic, 2940 65th Street E.

F. Consider Amendment for Professional Services Contract with WSB Inc. for the Heritage Village Park Project – City Project 2017-07

G. Consider Change Order #1 – Heritage Village Park Phase II – City Project 2017-07

H. Approve a Resolution Approving the Development Contract, Stormwater facilities Maintenance Agreement and Related Agreements for Cahill Place Apartments (Center City Housing) Located at 6070 Cahill Avenue.

I. Dennis Arntson (National Guard & Armory) – Case No. 19-26V – Consider a Resolution Relating to a Variance to Allow a Solar Array 30 Feet from the Front Property Line Whereas 50 feet is Required for Property Located at 8076 Babcock Trail.

J. Accept Proposal for Professional Engineering Services for 1565 82nd Street Site Plan Review

K. Schedule Special Council Meetings to Discuss Strategic Planning for 2020

L. Consider Approval of Resolution to Continue in Council of Local Results and Innovation Performance Measurement Program

M. Personnel Actions

5. PUBLIC COMMENT

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

7. REGULAR

ADMINISTRATION

- A.** Consider Approval of Therapeutic Message Business License
- B.** Consider the Application of Lakeville Brewing Company LLC dba Inver Grove Brewing Company for an On-Sale Brew Pub Liquor License, a Sunday On-Sale Brew Pub Liquor License, and an Off-Sale Brew Pub Malt-Liquor License for the Premises Located at 9051 Buchanan Trail

COMMUNITY DEVELOPMENT

- C.** Joe Pucel – Case No. 19-17V – Consider a Resolution relating to a Variance to exceed the maximum size of an accessory structure allowed on the property located at 10423 Amy Court.
- D.** William D. Krech – Case No. 19-07SZC
Consider the following requests for the property located at 2001 120th Street:
 - a. Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development.
 - b. Preliminary Plat for a single-family subdivision to be known as Amberwood.
 - c. Preliminary PUD approval for Amberwood including the specific flexibility requests from standard R-1C requirements

8. EXECUTIVE SESSION

Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the pending litigation matter of Case No. 70588 filed with the Minnesota Department of Human Rights.

9. MAYOR AND COUNCIL COMMENTS

10. ADJOURN

This document is available upon a three (3) business day request in alternate formats such as braille, large print, audio recording, etc.

Please contact Joe Lynch, City Administrator/Interim Deputy Clerk, at 651.450.2511 or jlynch@invergroveheights.org.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
MONDAY JUNE 10, 2019 at 7:00 p.m.**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in regular session on Monday, June 10, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Councilmembers Piekarski-Krech, Bartholomew, Perry, and Dietrich; City Administrator/Interim Deputy Clerk Lynch, City Attorney Kuntz, Community Development Director Rand, Associate City Planner Botten, and City Planner Hunting

3. PRESENTATIONS

There were no presentations.

4. CONSENT AGENDA

- A. Minutes from May 20, 2019 Council Special Meeting.
- B. **Resolution 19-102** Approving Disbursements for Period Ending June 5, 2019.
- C. Request for Approval of Rental Housing License.
- D. Consider Pay Voucher No. 6 for City Project No. 2016-09E – Bancroft Way Area Reconstruction.
- E. Consider Change Order No. 6 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements.
- F. Receive Proposals and Accept Quote for Fire Hydrant Reconditioning.
- G. Consider **Resolution 19-103** Accepting Proposal for Engineering Services for STOR Mini-Storage Development.
- H. Approve Storm Water Facilities Maintenance Agreement for Lot 2, Block 2, Cenex Addition (CHS).
- I. Renewal of Advertising Bench Permits; Consider Renewal of Permits for 20 Advertising Bus Benches in the City of Inver Grove Heights.
- J. Vansouth Limited Partnership - (Case No. 19-24ZC); Approve 1) an **Ordinance 1368** Amendment to Rezone Lot 2, Block 1, Home Depot of Inver Grove Heights from B-4, Shopping Center District to B-3, General Business District and 2) Approve **Resolution 19-104** Approving a Conditional Use Permit to Allow a Recreation Center on Lot 2 for Property Located in the Southridge Shopping Center.
- K. **Resolution 19-105** Approving a Storm Water Facilities Maintenance Agreement for Scott and Kristina Gorden, 11640 Aileron Circle.
- L. **Resolution 19-106** Accepting Minnesota Department of Employment and Economic Development Host Community Grant of \$415,625 and Authorizing Mayor to Execute a Grant Agreement.
- M. Jeff and Christi Schadegg – (Case No. 19-22C); Approve a **Resolution 19-107** Approving a Conditional Use Permit to Operate a Beauty Salon as a Home Occupation for Property Located at 8375 Cooper Way.
- N. Personnel Actions.

Motion by Bartholomew, seconded by Perry to approve the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT

Loel Lowary, 1680 Atwater Path, discussed the new road and easement modifications in his neighborhood stating it was decided to take out the retaining walls and replace them with a steep slope. The slope was in place when the area was developed about 40 years ago. He commented the wall had caved in at one time and the City installed a railroad tie retaining wall. The ties are deteriorating and ready to fall in. He stated the first time the area caved in it clogged the storm sewer. He stated this time there would be a steep slope and an extension of the sewer pipe into Stark Lake so when the wall fails again it will not clog the sewer. He asked if it caves in again if the City would leave it the way it is or repair it back to the way it was.

Mayor Tourville responded the question was asked under Citizen Comments and the City Council would not be able to answer. He asked Mr. Lowary if he was working with engineering staff.

Mr. Lowary responded he was not working with engineering staff. He stated engineering staff told him that he is not an engineer and not qualified to talk to them. His concern was about the wall caving in again and he wanted to know if it would be repaired. He stated the easement goes right up to his home and he was concerned repairs would be at his expense.

City Administrator Joe Lynch responded that the City, through the contract, would repair the easement which is located 10 feet on either side of the center line. He stated the grade would change slightly and the City does not anticipate there would be erosion. If there is erosion, it would be repaired by the City. He stated the pipe is not a sewer pipe, it is a stormwater pipe. Stormwater from the street would be going into the lake. The pipe would be about 25 feet deep, made from reinforced concrete and below grade. He stated they are offering the two homeowners the chance to drain their two rooftops into a smaller pipe that would drop into the larger pipe, taking off some of the rainwater that currently goes over land. Estimates were looked into for changing the grading, which could not be accomplished without impacting the two properties home foundation, which the City did not want to do. He stated the retaining wall system was twice as expensive as repairing and replacing the current grade. If it erodes, it would be repaired. He commented they do not anticipate the pipe being impacted because it would be deep.

Mr. Lowary commented the pipe is currently heavy duty and would be extended out further into the water. He stated he was concerned the City would leave the area the way it is if it caves in.

Mayor Tourville responded they are not designing it to cave in. He stated it is going into the lake because if it is dead ended before then, there would be erosion. Erosion caused some of the problems. He stated the way it is being proposed would not cause erosion.

Mr. Lowary commented that it seems like they are doing the same thing over again. He stated that it failed the first time and he would expect to have the same results within ten years. He stated he didn't want things happening to his yard when it does cave in. He had walls installed that caved into the pond. He stated he would like to know, and wanted it in writing, that it would be repaired when it caves in.

Mayor Tourville responded if there were any problems the City would have to fix it.

Mr. Lowary asked if that could be put in writing and sent to him.

Mayor Tourville asked City Administrator Lynch if he could have Engineering look into this. He stated if there is a problem it would have to be fixed because it is in the right-of-way.

Councilmember Dietrich asked City Administrator Lynch if there was someone Mr. Lowary could speak to about the specifics of the project, so he has a better understanding. She stated she would like to see him get some resolution.

Mr. Lowary responded that he has spoken to several people. He commented he is not an engineer, but things have happened before, it will happen again. He stated this experience with the City has not been good. He commented he heard the project cost would be approximately \$73,000 and that it would be taken out of the street and paid for by the water district, bringing the assessments of \$10,500 lower. He stated there are 22 homeowners with a cost of approximately \$3,400. He commented their assessments were only lowered \$1,000, which doesn't add up. He stated he has been lied to and asked for honesty. He commented people involved in this project are not happy at all.

Bill Neimer, That Cooking School, stated they are doing a pond cleanup on June 22nd. He invited the City Council to help be a part of the community and help clean the pond out at Arbor Point.

Mayor Tourville asked Mr. Neimer to contact him with the information and he would make sure to share it.

6. PUBLIC HEARINGS

None

7. REGULAR AGENDA

COMMUNITY DEVELOPMENT

A. Consider Approval of the 1st Reading of a Proposed Amendment to Inver Grove Heights City Code Title 4, Chapter 12, Section 1 (4-12-1) to Permit Sampling of Cigars.

City Attorney Tim Kuntz stated the sale of tobacco and tobacco products are licensed by Dakota County subject to the State Statutes in Inver Grove Heights. State Statutes allow the sampling of tobacco products in a tobacco products shop. Under that allowance, sampling, which is the purchase of a tobacco product, lighting up, smoking of it at that time, to sample whether you want to buy more is an allowed activity. He stated the State Statute allows the City to be more restrictive. In November 2015 the City passed an Ordinance prohibiting the sampling of tobacco products in tobacco product shops. A business has approached the City and asked for a limited exception to allow sampling in certain circumstances. He stated the Ordinance changes the current wording and allows as an exception to the general prohibition the sampling of premium cigars and pipe tobacco in a facility that meets the definition of a tobacco product shop.

He stated under the Ordinance the exception to allow sampling would occur if there were nine circumstances or conditions in place as follows:

1. The sampling of premium cigars and pipe tobacco could only occur in a tobacco product shop.
2. That shop must sell premium cigars. This is a cigar exception or at least the focus of the exception.
3. That shop can sell pipe tobacco accessories and cigar accessories but not other tobacco-related accessories.
4. The establishment could not sell cigarettes.
5. Sampling could only occur of premium cigars and pipe tobacco. No other type of sampling could occur in the shop. Cigarettes are prohibited for sale in the establishment and also the sampling of cigarettes.

5. The sale of the premium cigars or pipe tobacco could only occur to persons 21 years of age or older.
6. Sampling can only occur by persons aged 21 years or older.
7. There cannot be any sale or service of alcohol on the premises.
8. Sampling has to occur contemporaneously with the purchase of the product at the shop. The product cannot be brought in from outside and sampled. It would have to be sampled at the same time the product was bought for sampling.

He stated the following two key definitions added to the Ordinance:

- What is a premium cigar? He stated a premium cigar is defined under State tax laws as any cigar that is hand constructed, has a wrapper that is made entirely of whole tobacco leaf, has a filler and binder that is made entirely of tobacco except for adhesives or other materials used to maintain size, texture, or flavor, and has a wholesale price of no less than \$2.00.
- What is a tobacco product shop? He stated that sampling can only occur in a tobacco product shop which is defined as a retail establishment with an entrance door opening directly to the outside. He stated the key language is that it derives more than 90% of its gross revenue from the sale of loose tobacco plants, or herbs and cigars, cigarettes, pipes, and other smoking devices. For burning tobacco, and related tobacco accessories in which the sale of other products is merely incidental. A tobacco product shop does not include a tobacco department or section of any individual business establishment with any type of liquor, food, or restaurant license.

He stated the requested exception to the anti-sampling prohibition is that pipe tobacco and premium cigars would be allowed to be sampled in a tobacco products shop. The sampling and the sale would be to people 21 years or older. There would not be any sale of cigarettes or other tobacco products other than the tobacco pipe products and the premium cigars.

Councilmember Bartholomew commented the proposed shop does not sell cigarettes, yet it is stated in the third paragraph that 90% of the revenue must come from the sale of loose tobacco, herbs, cigars, and cigarettes. He asked why cigarettes are included in the language if they are not allowed to sell cigarettes. He asked if they would still preclude the tobacco shop from selling cigarettes.

City Attorney Kuntz responded that was the definition found in the Statute, the shop would not be able to sell cigarettes. He stated in order to meet the requirements of the Ordinance, 90% would have to come from cigars and pipe tobacco. In reference to the other tobacco products, that term is used in a variety of manners, all of those would qualify if allowed. He stated by local Ordinance it is more restrictive saying that sampling in this tobacco shop can only occur if in this shop 90% of the product sales are going to cigars.

Lee Hutton and Diana Hutton introduced themselves as the owners of Perfect Ash. Mr. Hutton stated they were not prepared to speak this evening but are excited to have this unique and special business in Inver Grove Heights. It was chosen for a reason, that reason being there are good people and good business opportunities here. He stated when they were in Lilydale, many Inver Grove Heights residents visited them there. He stated this business is the only sole female owner of its kind in the State of Minnesota, and one in five in the Country.

Diana Hutton, owner of Perfect Ash, stated she bought the business in 2014 after she came here from Mexico City to get her master's degree in law. This opportunity presented itself and working as a lawyer, she wanted something else, so she bought the business. She stated the business had been in its same location for the past 40 years, operated by a female. After a few years they were requested to leave, along with That Cooking School, who they wanted to remain neighbors with. She stated they started looking into locations and Inver Grove Heights was where a lot of their customers were from. She commented there is nothing in the area like this. She stated this is a social business with a clientele mostly consisting of males, retirees, veterans, and people who want to come and be in a good environment where they know everyone and can sit and relax. She stated they come to the shop, buy cigars, get a cup of coffee or sandwich. It is a destination place. They do not have that young of a crowd as kids aged 18 to 21 won't spend that amount of money. It is the older generation that comes and enjoys pipe tobacco and cigars. She stated her clientele is eager to come here and she is eager to bring business to the City.

Mayor Tourville asked if she had any questions. He asked if being here was similar to how things were in Lilydale.

Ms. Hutton responded the age is the only difference. She stated legally it is age 18, but has no problem raising it up to age 21. They did not sell cigarettes before, will not now, and did not sell any other accessories or products that were not related to premium cigars or pipe tobacco. She commented there are no cigarettes, hookahs, or e-cigs. She stated that smoking is prohibited, sampling is allowed.

Mr. Hutton stated he is pleased with the Ordinance. He is an attorney and stated the Ordinance follows State requirements. He commented that being in the City of Lilydale previously, they already had a Dakota County license that met the legal requirements.

Councilmember Piekarski-Krech asked if people came there to spend a lot of time. She asked if this Ordinance was written appropriately if it is a place where people would be coming in, sitting around, and smoking, or if they are trying a product because they want to purchase it. She stated there were issues with a business a year or two ago with tobacco smoking. She asked for clarification about whether it is a tobacco lounge, a store where people can go in and buy other tobacco accessories and products, or if it is a place where people go to socialize.

Mr. Hutton responded from a legal perspective and stated the Clean Indoor Air Act carved out the language of sampling. A community can be restrictive, they can't preempt a State Statute. He stated they are licensed under that exception of indoor sampling. He stated that indoor sampling is important for this because when you are a cigar aficionado, and purchasing, using, and enjoying that, you can't do that in five minutes. He asked that this be thought of similarly as Starbucks would be. The concept with Starbucks is that you can't drink a coffee in five minutes, people could stay there for an hour or longer to enjoy the beverage. This is a similar concept where you would take an hour to sometimes three hours, to enjoy a product and then go back and buy the box or a different cigar. He stated the value of the stick ranges from \$8.00 and up, it's not something you can take a single sample of for a few seconds and be an informed consumer. Based on that, States have carved out the indoor sampling.

Councilmember Piekarski-Krech stated when she considers sampling it's like walking through Costco and tasting items. This is a different experience. She commented that she needed to understand what sampling is and how that works with the law.

Ms. Hutton stated you can't light up a cigar, have a few puffs, put it down, and smoke it later. If put down, it can't be smoked again. Smoking a cigar also depends on the size. A smaller cigar could take 30 minutes to smoke. She commented it isn't like wine or sampling a cookie, it doesn't work like that.

Mr. Hutton stated the State Legislature, when carving out the exception, understood that these businesses could not exist.

Bill Neimer, That Cooking School, 9092 Buchanan Trail, stated that he used to be their neighbor in Lilydale. He commented their clientele are gentlemen and some women who have the income to spend in the City. He commented that he smokes cigars as well and once it's put down, it's done. He stated this is a place that will add value and is unique. This fills a space in the mall that they want to see filled.

Councilmember Piekarski-Krech asked if bringing food inside the business was allowed.

Ms. Hutton responded they are not serving or managing food.

City Attorney Kuntz responded as long as people bring it in and the establishment doesn't need a food license, then it would be ok.

Mr. Hutton stated they are really excited. They have met the neighbors and followed That Cooking School. They have ingratiated themselves with the community. He stated they were hopeful they could bring some of the Vikings crowd to the location and show the rest of the State the promise and purpose of Inver Grove Heights.

City Attorney Kuntz stated there is one consideration under the Statute that was passed last year by the Legislature. On any Ordinance adoption there has to be a notice of 10 days in advance before adoption of the Ordinance. He stated in discussions with the Planning Department, if the Council wanted to do it in two readings with the second reading taking place on June 24th, they believe they can meet that 10-day requirement and get everything posted in time to have the opportunity on the 24th to make that the final reading.

Councilmember Bartholomew stated he only had eight points in his packet information and requested an updated amendment with the nine points that were presented.

City Attorney Kuntz responded the Council packets contain the information that he has. He had counted the ninth point in the introductory language that says, "may occur in a tobacco product shop". It was not part of the enumerated eight but a part of the sentence prior to that.

Councilmember Bartholomew asked that if he owned a store and has a choice to rent to whomever he wants, and if that owner that wants to rent there has a permit, license, sell or sample a product, is that owner allowed not to allow them to do that in his store or does he have to accept them because they are a law abiding and licensed tobacco or cigar store. He asked if he, as the owner of the store or property, allowed to say they do not want you to sample in my store.

City Attorney Kuntz responded you would still have that right because it doesn't affect any protected rights such as race, creed, or faith.

Councilmember Bartholomew responded it wasn't that kind. Maybe they don't want tobacco sampling in their building.

Mayor Tourville stated he looks at this as an opportunity. People have the choice to go sample cigars or pipe tobacco. He stated the last time something like this was here, a group came who was against smoking and petitioned the City Council to not allow any more smoke shops, which they have a right to do. He stated this is a different type of business for adults. He suggested looking into having the final reading on June 24th, and commented instead of having three readings, this could be done in two.

Motion by Bartholomew second by Piekarski-Krech to Approve the First Reading of a Proposed Amendment to Inver Grove Heights City Code Title 4, Chapter 12, Section 1 (4-12-1) to Permit Sampling of Cigars.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville asked City Attorney Kuntz if they needed to make a motion to suspend the rules and go to two readings with the final reading taking place on June 24th, instead of three readings going into July.

City Attorney Kuntz stated on June 24th the City Council would make two motions, one is to suspend the rules and pass at a lesser number than three readings. For that motion to pass it requires unanimity. If that passes, the second motion would be to approve the final reading.

B. Mark Engen – Case No. 19-13ZA – Consider an Ordinance Amendment to Allow Indoor Storage of a Tree Trimming and Removal Business in a Residential District.

Community Development Director Heather Rand stated the request is to consider an Ordinance Amendment to allow indoor storage of a tree trimming and removal business in a residential zone. City Code does allow for home occupations presently. Those are allowed within a residential dwelling and just for an individual residing there to operate the business and self-police themselves. She stated the City has also allowed for up to one-ton commercial truck to be parked at a residence so individuals can come and go from work can drive that vehicle assigned to them. She stated this is a different type of request and for that reason staff wanted to see how the City Council feels about this case. She stated Mark Engen, the owner, has been operating his tree trimming business for over two years. It does not comply with the current City code. Staff is not recommending approval of an Ordinance Amendment at this time to accommodate this business because staff is concerned about the impacts of this type of business in an accessory building, and it opens the door to businesses in a residential neighborhood.

Councilmember Bartholomew commented this is a business that is not operating out of a home. The equipment is stored in the garage because he has the room to store it. He stated he didn't see anything that precludes that in the Ordinance. He commented he felt he can park the equipment in his own garage concealed and out of sight. He asked if he was interpreting the Ordinance incorrectly.

Community Development Director Rand responded the City has designated accessory structures for boats and small RVs, not commercial equipment.

Councilmember Bartholomew stated if he wants to store something in his garage and is not running a business, he should be able to. He commented that he takes the equipment out and would be driving to wherever he goes when he needs to and replaces it in his garage when he is done.

Councilmember Piekarski-Krech stated there is a difference. When approving accessory buildings, there is a line that states for personal use only. With almost every accessory building approved, it states the building is for personal equipment such as a boat, RV, or lawn mower.

Councilmember Bartholomew responded stating if he owns the equipment it is his personal equipment. What he uses it for is his business.

Mayor Tourville stated this needed to be addressed because with almost every accessory building approved, there is a condition that states you will not run a business. Just parking equipment there is different than somebody saying they would build the accessory building and then a business sign goes up. He stated this item deals with neighbors saying there is a business going on.

Councilmember Bartholomew responded that in that case, they are in clear violation. He stated he wanted to make sure we are not stepping on the right that we have already allowed. He stated there are Ordinances in place that define the footprint of the garage, if someone is operating a business in a place where they are not supposed to operate a business, that is a different issue.

Mayor Tourville asked for clarification between E1 and Residential Zoning Districts.

Associate City Planner Heather Botten stated this is a request to amend the code to allow for the indoor storage of tree trimming and removal equipment as a permitted use in the Estate Residential District. This use is a contractor shop/indoors, the type of use allowed as a permitted industrial use in the I1 and I2 districts. She stated current code does not allow for contractor shops to be allowed on residential property. She stated the potential impacts for allowing indoor storage on residential property may be that they are not paying business taxes. That would be unfair for a business owner who operates out of an industrial district and pays industrial business taxes. There could be higher traffic volumes, including the tree trimming equipment potentially coming and going daily and other commercial vehicles. It could be an adverse impact to the abutting property owners including noises and traffic inconsistent with residential uses. She stated if a building in an industrial district is constructed next to a residential district there is a 100-foot setback. In the E1 District, an accessory structure could be located up to 10 feet from the side property line. There may be an adverse impact for a business to be located 10 feet from an abutting residential property.

She stated the applicant is proposing to have this be a permitted use in the E1 District. If the direction is to allow this type of use, staff recommends considering a conditional use where neighborhood notification would be required. She stated staff recommends denial of this request based on the following:

1. There is an inconsistency with the policy in the City's comprehensive plan to allow industrial uses in residential districts.
2. Home businesses are not allowed to be operated in accessory buildings.
3. Industrial uses should be in industrial districts.
4. The potential impact to abutting residential properties.

5. The concern that the amendment could be misconstrued to allow for other contractor's yards on residential properties and large accessory buildings.

She stated that at the Public Hearing, the Planning Commission recommended approval of the Ordinance Amendment as a conditional use with a 4-1 vote with three abstentions. The three abstentions were due to the fact of being an after-the-fact request.

Mark Engen, 9255 Courthouse Boulevard, stated this has been a very difficult process. He commented that the City doesn't want to work with him and feels that the City was hard on him. He stated that he would like the Agenda listing to be clarified. He commented he is not asking to store a business on his property but asking to store equipment inside a building. It is not a contractor shop, he is only storing equipment in an existing building that has a setback of more than 10 feet, which is required. He stated there is no impact on his neighbors, and he is not requesting a home occupation on his property. He is requesting to store equipment in his existing building. He stated he has a shop now and an outside storage area for his employees. He was unaware that he was breaking business codes because he had done this in South St. Paul. He asked where the freedom was here. He stated he is not hurting anyone. He commented that all his neighbors are in attendance. He stated this has made him passionate about what the Council does. He commented that he has reached out to all Councilmembers regarding this. He stated he made a mistake and wants to stay in Inver Grove Heights.

Councilmember Piekarski-Krech asked about his property in South St. Paul and if he had the same equipment there that he has now.

Mr. Engen responded that he kept it all in a 22x24 garage. He was allowed one truck in his driveway. Everything was kept in the garage. He stated he has very little equipment.

Councilmember Bartholomew asked if Mr. Engen understood that he cannot operate a business such as this out of his home. He stated the City has strict rules precluding this type of activity in a residential area, the operating of a business.

Mr. Engen responded that he didn't know before, but he understands this is not allowed now.

Mayor Tourville stated there were conditions that were written up if approval of this was given. He stated there was some asphalt and quite a bit of concrete, some drainage items, and a discussion with the neighbor to the west regarding some confusion with the line. He asked if that would be fixed up before this moves forward. He stated that Mr. Engen cannot bring wood back to the property to store, split, and saw. That cannot be done onsite. He stated there is impervious surface with a firepit that was made. He stated Mr. Engen may have to work with City engineers to look into the drainage going down into the low area. A raingarden may be a part of the request. He stated that he can't operate a home business but may be able to store the vehicles in the existing garage.

Mr. Engen responded he has been working with his neighbor.

Councilmember Bartholomew commented these were two separate issues. He stated Mr. Engen will address the impervious and the easement issues.

Councilmember Dietrich wanted to clarify what was being discussed and stated that this would be for the Ordinance to amend the storage of equipment in the garage. She asked if he brings wood back to his home from another customer.

Mr. Engen responded that he did bring wood back when he first moved there. He commented that he has worked things out with his neighbors, but he is done bringing things back to his home.

Councilmember Dietrich stated that she appreciated his diligence and felt that he has done a good job.

Dave Engen, 9569 Inver Grove Trail, stated he agreed with what his brother was saying. He commented people were worried about the noise from $\frac{3}{4}$ ton pickup trucks when across the street it was rezoned for a fire station. He stated if he lived there, he would be upset because the fire station would devalue his property.

Bob, 9255 Courthouse Boulevard, stated he is currently residing with his daughter Stephanie and son-in-law Mark Engen. He commented when they bought their current location, they loved the area except for the issue they are dealing with today. He stated there isn't any business being conducted on the premises or a sign. He stated that he hopes the Council will support them on this amendment.

Angela Engen Shanley, 8189 Jewel Avenue South, Cottage Grove, stated her brother Mark is a self-made man and does a lot of great things in the community. He is part of the Bethesda Lutheran Church Council and does a lot of pro bono work. She stated the issue with the noise from this doesn't make sense when there is a fire station right across the street. She asked that they take this under consideration. She stated there are plumbers, electricians, and maintenance men who pull their vehicles in and out of their driveways every day. She asked the Council to consider the proposal.

Kathy Weis, 417 5th Avenue South, South St. Paul, commented that Mark and Stephanie were their neighbors in South St. Paul for 16 years and she wished they were still her neighbors. The equipment was brought in every night and every morning as they left for work and never had any issues. She stated it was stored in the garage, the garage was closed, and it was the end of the day. She commented that she didn't see a reason why they can't have it as they live farther away from everybody.

Eric Johnson, 5 High Road, Inver Grove Heights, stated he has worked with Mark Engen for the past eight years. He has a lot of equipment that many others do not have and saves people a lot of money. He stated that he recommends him when there are jobs he cannot tackle. He stated this is a situation where the City can support a small business owner who is able to keep all equipment in an existing business. If all that equipment would be kept outside all over the yard, he could understand why this amendment would not be approved.

He stated he has a letter from another Inver Grove Heights resident and asked if he could read it. The letter is from Harry and Susan McNeely located at 17 High Road and states they support Mr. Engen's efforts to maintain his business assets on his property, in his property, and residence. It stated that Mr. Engen is an asset to the City and its residents. He is self employed and responsibly houses the assets necessary to operate his business within the confines of his property and buildings. The arrangement is tidy and well organized. He stated that Mr. McNeely is a business owner and knows how important community support is for the well being of a local business.

Councilmember Piekarski-Krech asked if Mr. and Mrs. McNeely operate their business out of their home.

Mr. Johnson responded that they do partially as they have a home office.

Jonathan Weber, 10394 Andrea Trail, stated he is in support of this item. He stated there are plenty of this that goes on in the City. Driving to City Hall from his home he noticed at least four or five in operation. People build large garages and store personal and business equipment in them. It's safe at home with you. He stated knowing what he knows about storage facilities, he sees this as an asset for these people. He commented that this item was misconstrued when it went through the Planning Commission. He stated they should differentiate if there is something else with the applicant that comes up in a later meeting.

Councilmember Piekarski-Krech stated that she visited Mr. Engen's property. He has a clean operation and she does not have a problem with that. She commented that she has a problem when residents of the community come and tell the City Council that they need to bring more businesses into town because they don't have business taxes being paid. That is a problem they run into when people are keeping things on their residential property and then going out and doing business during the day and coming back to their residential property at night. She stated she constantly hears the question of why they aren't bringing businesses into town, and why they are not here. She stated there are a lot of businesses in town; they are not paying business tax.

Mr. Weber responded for this instance, and other instances that he knows of, people have their equipment and are in and out of their property, but they also have a business location. They are not going to have an office with storage because it isn't as secure as having an accessory building. He stated people have offices without storage because they have the space for storage at their home.

Councilmember Piekarski-Krech stated she knew Mr. Engen has an office location. She stated there may be a way to write this up if they have an offsite location. She stated they want to have people be able to do these things, but still must protect neighborhoods. She wanted to ensure what is done this evening is fair and just to the people who want to do business.

Mr. Weber stated that putting something in the Ordinance to have an offsite office would be a simple addition and a very broad sweep. This covers others who have storage at home.

Mayor Tourville stated he doesn't want to require that they have an office someplace else. He stated he looks at it as they are storing equipment and not running a business out of that address. The primary use of the address is to live there. He stated they don't have to have another office. He said for example, an electrician. He could have two trucks and then tell him he has to have an office. This doesn't offer an opportunity to get started and have a business. He stated he would not support requiring them to have an office somewhere. The goal is to make the equipment safe. He stated they can keep residential but look at estate residential with a minimum of 2.5 acres so there is a bit of a buffer.

Councilmember Piekarski-Krech asked if it should be written as specific as this or write it so that equipment that is stored completely inside in an E1 or E2 district, is allowed if the business is not being run at that address. She stated this would bring some into compliance right now. Equipment has to be stored inside, no outside storage, no business, no employees coming to the site and running in and out numerous times of the day.

Mayor Tourville agreed with the language. He stated that on Page 4 of the Planning report are eight conditions. He stated that Mr. Engen did look at them and said that he can comply with all of them. He stated that included hours of operation, not having people coming and going all day to pick up items, he is not running the business and is storing his equipment for safety and operations for work.

Councilmember Piekarski-Krech stated that wording is just for Mr. Engen. She stated landscaping and similar businesses are not allowed.

Mayor Tourville stated if a landscape business wanted to look at having all of their equipment and not run their business out of their residence, Council would deal with it. They would not be grandfathered in due to the action for the tree trimming. This is specific. This would state people are storing their things in their garage or in their buildings and not running a business out of that address.

Councilmember Piekarski-Krech stated this request is only for a tree trimming business.

Councilmember Dietrich asked City Attorney Kuntz if this item could be addressed at a later meeting with other businesses.

City Attorney Kuntz responded yes. He stated the struggle as they work their way through this could be that when the notice of the public hearing is published, the statement of what was being requested was “to consider a request for an Ordinance Amendment allowing a contractor shop indoor in an estate or agricultural zoning district as a conditional use”. He stated that is broad but speaks of conditional use. He stated in the memo it states the request is “to allow indoor storage of tree trimming and removal equipment in a residential district”, when the “E” is what they were focusing on. He asked if this is a contractor shop, which is broad, versus the storage of tree trimming equipment. He stated another question is if you are going to make a change and address it, is the Council doing so by changing the words to cover it as a conditional use permit, which would have to be applied for if you change the Ordinance. He asked if it is an accessory permitted use with the Ordinance change. He stated the notice of the hearing in front of the Planning Commission was noticed as using the conditional use permit tool which requires notice to people before granting, in talking of an Ordinance change where an accessory use does not require notice. He stated if using the permitted accessory tool, it is suggested to go back to the Planning Commission to let people know that this is their opportunity to talk about the Ordinance. He stated the question is if it is a permitted accessory, is it conditional, is it tree trimming, storage of tree trimming equipment versus a contractor shop indoor. One is specific the other is broader. He stated the “it” in this needs to be fixed and defined. He stated there is no Ordinance in the packet drafted by the Planning staff. They were hoping to let the Council tell them what the “it” should be so they can bring back that Ordinance for a more formal consideration. He stated this can also include other people, but other people would have to be noticed if they were to be invited.

Mayor Tourville stated he agrees with Councilmembers Piekarski-Krech and Dietrich that this is a bigger issue. There are other contractors. He stated the way it was noticed to the Planning Commission is if it is changed around here it must go back to the Planning Commission.

Councilmember Piekarski-Krech asked if it was noticed at the Planning Commission as a conditional use.

City Attorney Kuntz responded it was noticed in front of the Planning Commission as an amendment that would require a conditional use. He stated if in the discussion it is discussed to not have a conditional use and have an accessory permitted use, it is suggested to at least hold another hearing on that.

Councilmember Piekarski-Krech stated there has been a business in the past that was operated in a building adjacent to the home. They had a conditional use permit to do that.

City Attorney Kuntz stated if the "it" is to allow it in some fashion, they are saying do so by conditional use.

Councilmember Dietrich asked if doing an accessory permitted use, if it should go back to the Planning Commission.

City Attorney Kuntz responded yes.

Councilmember Piekarski-Krech stated she would be uncomfortable doing this as an accessory permitted use. If it is a conditional use permit, it is notified.

Mayor Tourville agreed. He stated the neighbors would get notified.

Vance Grannis, 9249 Barnes Avenue, stated this City has the reputation that it is totally anti-business. There is a perception out there, things like this add to that perception. He commented that instead of looking at the reasons to say no, someone should investigate reasons to say yes. The reason to say yes, is that everything is inside the garage.

Councilmember Bartholomew stated this is at a point of addressing a problem he doesn't see. He commented that in order to move this along let the situation stay as it is. With him storing his equipment on his property, out of site, and not running a business. This would give time to direct staff on how to proceed. He commented he believed it was already permitted. He stated he is willing to proceed with whether it is conditional use or permitted use, the individual is not running a business, he is storing equipment. He stated they would let staff know that this is how we would like to craft an Ordinance and then discuss that. This would help the individual continue what he is doing at this point.

Anthony Kadriik, 9361 Buckley Court, stated he lives two doors down from this property and until a month ago he didn't even know there was a tree trimming service driving by. He stated they are on three acre lots with a fire station going in and a police training center. There will be traffic in the area. He stated people on three-acre lots have room for items, be it a boat, or trailer. He stated the previous neighbor had a semi-truck parked there. He suggested the Council look into this as an acreage situation. He commented that he hopes this goes in Mr. Engen's direction.

Mayor Tourville stated there was a Public Hearing on this item. He asked the City Attorney if the City Council has the authority to tell Mr. Engen that he can store his tree trimming equipment there but not run a business. He stated further direction could be looked into by the Planning Commission and staff. He stated he didn't agree with accessory; it should be conditional. With a conditional use, the neighbors adjacent would be notified.

City Attorney Kuntz responded that the Planning staff's interpretation is that can't happen and is contrary to what the Ordinance says.

Mayor Tourville asked if the Council could say that isn't what the Ordinance says, and he can store his items inside but cannot operate a business there.

City Attorney Kuntz responded the City Council is supposed to have the mechanism to decide that. He stated as a board of adjustment of appeals, there would be an appeal of the staff's interpretation. The Statute says before the Council decides, you would have to ask what the Planning Commission thinks about that interpretation and then you can decide. Those events have not occurred yet. He stated the individual has been in operation for a while, extending the operation tomorrow isn't the issue, it is getting this compliant at some point. The status quo is that he is in operation. He stated the larger issue is if we are leaving this as narrow as it being tree trimming storage of tree trimming equipment or tree removal equipment as a conditional use in an E district. He stated this comes with conditions suggested by the Planning Commission and Council would like an Ordinance back that states that, or if you want to consider this broader field of a contractor shop.

Mayor Tourville stated the broader field may address some issues, but he is looking at this current issue. He stated he is looking at telling Mr. Engen that he can operate tomorrow. Then look at the path needed legally so they can continue to allow that to happen.

Councilmember Bartholomew commented it could be as easy as stating that Mr. Engen is not operating a business and storing his equipment there. Continue to let him store his equipment until this issue is resolved.

City Attorney Kuntz responded they could do the last part by saying that you are deferring any enforcement until you have decided this issue. Let him keep operating for storage only until we address the larger question of the Ordinance change.

Councilmember Bartholomew agreed that was fair. He stated he wanted to see progress and that something be done tonight.

Mr. Weber stated he liked the route the Council was going. He asked if the Council could give staff direction to come back to the Planning Commission to make the Ordinance larger. He stated this was a great example of what the Planning Commission could do to clean the Ordinance up.

Mayor Tourville responded that is the intention. This would allow Mr. Engen to operate. He stated he didn't want to get into adding other information tonight. He stated no enforcement would be taken and they will continue to work on a solution.

Mr. Weber commented he would like it stated as a part of the motion that staff would take a look at this specific Ordinance and that it would be readdressed with the Planning Commission and then comes back through to the City Council.

Ms. Shanley asked if this could be dismissed because it is going back and forth. She stated she didn't believe her brother was out of compliance of anything. He is storing his equipment in his garage and leaves to do his job and comes back at the end of the day. He is not a contractor; he is a self-made businessman. She asked that a motion be made to dismiss.

Mayor Tourville stated they will direct the Planning Commission to look at this and see how to fix it. He stated there are other vehicles in town that work for other companies. There is concern that those with work vehicles would not be allowed to be in the City; that is not the case. He stated this discussion needs to be sorted out. He commented that we are not looking at shutting down Mr. Engen.

Mr. Grannis stated the Council is looking for a solution to solve something that isn't a problem. He stated that people have said he has everything in his garage. There is no problem, no violation. He asked why this is going to staff and the Planning Commission when there are more important things to address. He stated the Council should focus on getting new businesses in this City, not this issue that isn't doing anything to improve the City's image. He asked why they would write another Ordinance or place conditions if there is not a business operating on his property. There is an Ordinance that says you can't do that; if he does, you can go after him for that violation. He stated everything is fine the way it is.

Councilmember Piekarski-Krech stated this is a problem because it initially came in as a complaint. It needs to be dealt with because the issue was raised, there are Ordinances stating they can't do this.

Mr. Grannis responded that if someone calls in and states they don't like a business on a property, the City should send someone out to check, they should find, just like they did in this instance, there isn't any violation.

Mayor Tourville stated that Mr. Engen brought some wood back to his home, he admitted it, and didn't realize he shouldn't be. He is not doing that anymore. He stated they also may be able to address, not just this issue, but other businesses in larger areas. He commented that the largest complaints are the rules in this area are vague.

Mr. Grannis commented if there is a problem deal with it separately. Let this matter pass on. He stated this has wasted a lot of time for the Planning Commission, staff, and Council, for a non-existent problem.

Mark Engen responded about the complaints and stated the complaints had nothing to do about the business, they had to do about the fact that he was chopping and splitting his own wood and running a chainsaw. He stated there is no Ordinance that states you cannot do that. He commented he was just burning wood at his own place.

Mayor Tourville stated that Mr. Engen is in the tree trimming business, there could have been more chainsaw noise than there would be out of a normal household. They wanted it checked out and it was.

City Attorney Kuntz stated a motion was needed to defer enforcement of the Ordinance violation if the premises are being used for storage only and not a business. The deferment runs at least until this is addressed by Ordinance or otherwise.

Motion by Bartholomew second by Dietrich to defer enforcement of the Ordinance perceived violation as long as the premises are being used for storage only and not a business, with the deferment running at least until this is addressed by Ordinance or otherwise for Mark Engen – Case No. 19-13ZA – Consider an Ordinance Amendment to Allow Indoor Storage of a Tree Trimming and Removal Business in a Residential District.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated this means we are on hold for enforcement. This is storage with no business being run at that address.

Mayor Tourville asked to have staff look into this. He stated he didn't want to make an Ordinance just to make an Ordinance. Some clarification may need to be done to solve this.

City Attorney Kuntz checked with those present from the Planning Department to see if the request was understood.

Associate City Planner Botten responded that she understood what is being requested.

Motion by Piekarski-Krech second by Perry to receive two items of correspondence on this case.

Ayes: 5

Nays: 0 Motion carried.

- C. William D. Krech – Case No. 19-07SZC Consider the following requests for the property located at 2001 120th Street:**
- a. Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development.**
 - b. Preliminary Plat for a single-family subdivision to be known as Amberwood.**
 - c. Preliminary PUD approval for Amberwood including the specific flexibility requests from standard R-1C requirement.**

City Planner Allan Hunting stated the original request was to develop approximately 11 acres with 26 single-family homes with a PUD design. The purpose of that was to preserve open space and trees. He stated since the Planning Commission meeting the applicant has been working on alternate plans to try to address the concerns. He stated one of the plans was just handed out.

Dick Braun, 2471 Angel Road, St. Paul, MN 55118, stated Amberwood was a development that was brought to the Planning Commission last month. In mid-March the concept plan was brought to a neighborhood meeting. The meeting went well, but after the meeting more questions were raised that needed to be addressed. He stated they did not have a favorable vote at the Planning Commission meeting, it was 8-0 and they felt they needed to switch gears.

He stated the original plat was for a 26-lot development that included 55-foot lots and a villa plan. A villa plan is an association-maintained product that is typically one level. There are not a lot of two stories, if any, in a development like this. He stated they felt this would enhance the neighborhood and be a different alternative to the residential use around the southeast quadrant.

He stated after listening to the Planning Commissioners and the neighborhood, they came up with another concept plan. When this was done it was too late to notify the homeowners. This concept plan ended up being a solution to a lot of concern raised by the neighbors. Some of those concerns were:

- Amberwood wasn't consistent, wasn't in harmony, and way out of character with the neighborhood.
- People didn't like the feel of the neighborhood or the villa plan.
- Not enough buffer.
- Villas are a reaction to a trend.
- Average lot sizes were too small.

He stated that two other comments and concerns were in regard to safety and drainage. The concept plan in the Councilmember's packets is for a 24-lot development because two lots were lost. Once they found out they lost two lots, they went to 20, 70-foot frontage lots. The number of lots went down from 26 to 20. The average square footage on each lot went from 9,800 square feet to an 11,500 square foot lot average. He stated there is three acres of common area.

He stated that instead of the villa product, they decided to go toward a different market. They went to a product more in line with what the neighborhood looks like with a variety of homes and front elevations. He displayed photos of two-story homes and stated these would typically be 2,600 square feet above grade with finished lower levels. There are ten walkout lots, six look-out lots, and four flat lots. Flat lots were labeled slab on grade, which was misconstrued as people thought they would not have basements, which would have been an option. He stated the homes now would range in sale price from \$575,000 up to \$900,000, more in line with the existing neighborhood. The changes to the plan addresses most of the questions and concerns.

He stated 30% is open space. The requirement is 15%. Plans include a two-story plan with a \$750,000 to \$800,000 price range. There are also plans for 1-½ story homes and ramblers. There would be a variety of plans with no association. He stated home plans have similar features, James Hardie siding, stone, and pitched roofs. The development north of this area is similar and they would follow those as close as they can. They will also have an architectural review committee that will make sure, once the developer is out of the area that the homes will maintain that certain look.

Councilmember Piekarski-Krech asked how the green space would be maintained if there is no association.

Mr. Braun responded the conservation easement would be maintained with 1/20th of each lot. He stated they could have a Minor Association. The Minor Association would take care of a cluster box for the mail, entrance monument with landscaping, and liability insurance that may come along with the conservation easement.

Councilmember Piekarski-Krech stated they had issues with Marianna Ranch and people going onto the area that was supposed to be parkland and putting up structures, fire pits, and dumping. She asked that there be a mechanism in place, so the area is taken care of. She stated she wanted to make sure the green space stays green space.

Mr. Braun responded that it would be taken care of. He commented that they would need to create a Minor Association, which could cost approximately \$50.00 a year.

Mayor Tourville stated there are some that have associations that pay for certain things such as irrigation, stormwater, or insurance. People may question that this is not like what was seen at the Planning Commission meeting. He stated the City Council hasn't seen this at all either. He stated the preliminary plat, if approved, has to conform. He asked City Attorney Kuntz about this because it was different, less dense, with larger lots.

City Attorney Kuntz stated one question that may arise would be whether it must go back to the Planning Commission for another hearing. In this instance, it does not. He stated that the major criticism here was that it doesn't fit the character of the surrounding area, having a reduction in density is an attempt to meet that. He commented that the Council does not need to deal with it this evening. He stated that these are concept plans that have been presented. There are two meetings that occur before 120 days. Typically, approval of preliminary plans would be what Mr. Braun has. He stated the City's engineers have not looked at the drainage, the planners have not looked at the density. Someone else has to take a look at it, but that it cannot be looked at right now.

Mr. Braun responded that this is a concept plan now, the road is the same location it was, the ponding is the same, the setbacks are the same, property lines were moved. The development prior to this was recommended by staff. He stated the engineering is done, there wasn't enough time to finish up this last part. He asked City Attorney Kuntz when asking about concept plans if he was asking about blueprints.

City Attorney Kuntz asked Mr. Braun what he wanted the City Council to do this evening. If it was to act on the rezoning and the preliminary plat.

Mr. Braun responded yes.

City Attorney Kuntz asked Mr. Braun about not having sufficient plans that have been reviewed by staff yet tonight, and if he was comfortable with it taking place in two weeks.

Mr. Braun responded they were close enough with the final plat that it could be addressed, if following what staff wanted them to do.

City Attorney Kuntz stated it is not a question of it being a good plan or a bad plan. It was a question of whether Mr. Kaldunski in the engineering department, Mr. Thureen, or Heather Rand, has had enough time to look at it. He stated that once the Council votes, they can't grant partially. He asked Mr. Braun if he was okay with coming back in two weeks.

Mr. Braun responded he would have to be okay with coming back in two weeks.

Mayor Tourville stated two weeks would give both staff and the neighbors time to review this.

Councilmember Bartholomew stated he had no doubt this would work but needed staff to check things over.

Mayor Tourville stated June 24th is the next meeting and the first meeting in July is the 8th. He asked staff about the turnaround time to having this take place on June 24th.

Community Development Director Rand responded they would attempt to do this, but it is also about them finalizing the information for staff.

City Planner Hunting stated it is possible, but the information would have to be turned in. He stated from the Planning side it would be fairly easy to review and thought this could be done.

City Attorney Kuntz asked Mr. Braun about the previous plan where it had about 900 caliper inches of tree replacement per the calculation needed. He stated they are replacing about 560 caliper inches leaving a balance of 350. He asked if he intended on using the old plan and would be asking the Council to not require them to deal with the 350.

Jenny Thompson, Landscape Architect, Pioneer Engineering, responded they were asking for that as a part of the PUD. She stated when the project was first discussed they were going to do straight zoning, which would have wiped out 96% of the trees. They regrouped and did the cluster style, saving 45 to 50% of the trees on site. She stated with three acres of open space and the extra mile they are going to save the trees; they were hoping to get some dispensation with the number of trees they would still have to replace.

Mayor Tourville asked that they review that and see if that is still what was needed. He commented that it may or may not change, but they could work with staff.

Prasanta Wells, 11687 Azure Court, stated this is going more into a direction they would like to see as far as lot sizes and the conformity to the rest of the neighborhood. She stated she was confused about what the procedure would be if it does not go back to the Planning Commission. She stated another request from the developer was a Planned Unit Development approval with variances that had some concerns around the impervious surfaces and setbacks different than the neighboring area. She stated she is trying to figure out what has changed. She asked if coming back in two weeks, if they would have time to review all of those details and time to speak to those if there are still concerns from the neighbors.

Mayor Tourville responded he would give them the time. He stated that Mr. Braun would give the neighborhood information and possibly set up a neighborhood meeting to address questions and concerns. He stated the neighborhood needs time to look over this.

Ms. Wells responded they would greatly appreciate having a meeting again. She stated what was sent out for the first meeting did not match what was presented at that meeting. It changed again by the time it went before the Planning Commission and now it has changed again. She stated it has been frustrating for those that live in the immediate neighboring areas to understand exactly what the plan is.

Ken Hanley, 11696 Azure Lane, stated this is going in the right direction. He stated there are still some differences from the adjacent neighborhood. He appreciated the inclusion of a buffer on one side of the street and asked if there is some type of buffer being placed between the two neighborhoods. He asked if they would add the buffer on the other side of the street for consistency. He stated this plan looks like a significant improvement and he looks forward to seeing the details.

Jeff Halvorson, 4858 Sycamore Drive, Eagan, commented that he agreed with his neighbors. He stated he has concerns with impervious surface, wetlands, and standing water. He stated the area is a wetland area with water issues. He stated they have been shown so many different versions of this plan and now have backed up to something that may go through. He stated he would like to see the variances. He asked about the buffer.

Heather Passe, 11671 Azure Court, stated she agreed with her neighbors that this is moving in a better direction. She asked if the open space would be preserved or changed later.

Rodney Turnquist stated he owns 10 acres south of the area. He commented the two houses where the road comes out onto his property for a possible future development was a spring and underwater. He stated he didn't know how the road would work without grading it up. He asked if engineering has that issue figured out. He stated the positive in this is the area they have preserved.

Mr. Braun displayed the very first plan that was shown at the neighborhood meeting and stated the wetland would create a substantial buffer along with the addition of high-quality trees. He stated the wetland delineation company looked at the area, went out to survey and noticed the stakes were taken out. That caused the delay and last-minute movement. He stated he has three letters he can give to the Council from neighbors that may want to be anonymous.

Councilmember Piekarski-Krech stated if they are submitted, they become public information.

Motion by Piekarski-Krech second by Perry to accept three letters from Mr. Braun.

Ayes: 5

Nays: 0 Motion carried.

Mick Burkard, 11357 Apennine Way, commented that what can be done with that land should be as it adds value to their neighborhood. He stated if it matches the rest of the homes in the neighborhood, they are better off with it than without it.

City Planner Hunting stated after listening to the residents speak, for timing purposes it would be more realistic to move this to the July 8th, City Council meeting to allow engineering more time.

Mayor Tourville stated the direction is to have this at the July 8th City Council meeting and have staff in planning and engineering review it. He suggested that Mr. Braun may want to meet with the neighbors in the meantime.

Motion by Piekarski-Krech second by Perry to table William D. Krech – Case No. 19-07SZC Consider the following requests for the property located at 2001 120th Street: (a) Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development; (b) Preliminary Plat for a single-family subdivision to be known as Amberwood; (c) Preliminary PUD approval for Amberwood including the specific flexibility requests from standard R-1C requirement until the July 8th, 2019 City Council Meeting.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS

Mayor Tourville stated the following upcoming events:

- Dog Park ribbon/leash cutting will be held on Tuesday, June 11th.
- Food Truck event takes place on Wednesday, June 12th.

9. EXECUTIVE SESSION

Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the attorney-client privilege, a closed-door Executive Session for discussion with the attorneys representing the City relating to the pending litigation matter of Case No. 70588 filed with the Minnesota Department of Human Rights.

City Attorney Kuntz stated Minn. Stat. § 13D.05, Subd. 3(b), which allows the Council pursuant to the attorney-client privilege, to have a closed-door Executive Session to discuss with attorneys representing the City matters that are currently in litigation. The intent this evening is to have a meeting with the City Council in the closed-door session, with Attorney Julie Fleming-Wolfe, and the City Attorney, to discuss a pending litigation matter that has been filed as Case No. 70588 with the Minnesota Department of Human Rights. He stated that pursuant to the Statute indicated, and pursuant to the attorney-client privilege, he is asking that the Council make a motion to move to Executive Session under the Statute and privilege identified, for the purpose identified.

Motion by Piekarski-Krech second by Perry to adjourn into Executive Session at 9:34 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek

**INVER GROVE HEIGHTS CITY COUNCIL MEETING MINUTES
MONDAY JUNE 24, 2019 at 7:00 p.m.**

1. CALL TO ORDER

The City Council of Inver Grove Heights met in regular session on Monday, June 24, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Councilmembers Bartholomew, Perry, and Dietrich; City Administrator/Interim Deputy Clerk Lynch, City Attorney Kuntz, Community Development Director Rand, Public Works Director Thureen, City Engineer Kaldunski, Parks and Recreation Director Carlson, Associate City Planner Botten and Police Chief Chiodo.

Absent: Council Member Piekarski-Krech

3. PRESENTATIONS

There were no presentations.

4. CONSENT AGENDA

- A. i. Minutes from the May 28, 2019 Council Meeting.
- ii. Minutes from the June 3, 2019 Council Worksession.
- B. **Resolution 19-108** Approving Disbursements for Period Ending June 18, 2019.
- C. Pay Application No. 7 for 2014-10 Fire Station 2.
- D. Consider Change Order No. 8 and Pay Voucher No. 12 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.
- E. Consider Approval of Plans and Specifications and Soliciting Bids for HVAC Improvements in the Lap Pool at the VMCC/Grove.
- F. Consider Approval of a Contract with HKGI for Concept Plans for South Valley Park Improvements.
- G. Consider Pay Voucher No. 11 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.
- H. Consider Final Compensating Change Order No. 6, Final Pay Voucher No. 8, Engineer's Final Report, and **Resolution 19-109** Accepting Work for City Project No. 2016-09D – 60th Street Area Reconstruction, City Project No. 2016-10 – 60th Street Area Utility Improvements, and City Project No. 2015-12 (Phase 1) – NWA Trunk Watermain Improvements, 65th Street Loop (Argenta Trail to Babcock Trail).
- I. Consider Change Order No. 4 and Pay Voucher No. 8 for City Project Nos. 2017-03 – Watermain Improvements, 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street.
- J. Consider Change Order No. 2 for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements, City Project No. 2018-09F – 55th Street and 55th Street Court Reconstruction, and City Project No. 2017-07 – HVP Site Borrow Placement.
- K. Consider **Resolution 19-110** Approving a Temporary Easement Agreement at 1690 Atwater Path for City Project No. 2018-09D – Atwater Path Pavement Replacement and Stormwater Improvements.

- L. Approve Comment Letter to Dakota County for its 2020-2024 Capital Improvement Program (CIP).
- M. Source Land Capital – Case No. 19-14ZPD – Approve action to Table the request to July 22, 2019 relating to the following requests for property located at 6477 South Robert Trail:
 - a. An Ordinance rezoning the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development.
 - b. A Resolution relating to a Preliminary Plat for a 66-lot subdivision to be known as Windsor Ridge.
 - c. A Resolution relating to a Preliminary Planned Unit Development for Windsor Ridge.
- N. Consider Approval of Individual Message Therapist License for Yanyan Rinta at the Sunny Asian Message, 5798 Blackshire Path.
- O. Approve a **Resolution 19-111** approving the development contract, storm water facilities maintenance agreement and related agreements for the Lakefield Veterinary Clinic located at 7109 and 7131-7135 Cahill Avenue.
- P. Personnel Action.

Motion by Bartholomew second by Dietrich to approve the Consent Agenda.

Ayes: 4

Nays: 0 Motion carried.

5. PUBLIC COMMENT

There were no public comments.

6. PUBLIC HEARINGS

- A. Public Hearing to Consider Resolution Adopting Final Assessment Roll for Property Located at 5465 Babcock Trail for the 2019 Pavement Management Program, City Project No. 2019-09F – 55th Street Court/55th Street Reconstruction. Resolution 19-112.**

City Engineer Tom Kaldunski stated this item is the tabled action on the assessments for the Gas Station on the 55th Street project. Conversations have been had with the property owner about the assessments for the small business. He stated terms have been negotiated with the property owner giving a slight reduction, like what has been done with other small businesses on neighborhood projects. A 15-year term has been proposed to spread out the assessment payments. Per policy there is a 5.15% interest rate. He stated the property owner had some questions about the interest rate, which is a Council policy decision, not a staff decision. He stated a similar reduction for business assessments has been done in the past by those who have asked for a reduction, this would be in the same range. He asked the Council if they wanted to reduce the interest rate from 5.15% to 4.15%, which is the amount the business owner has requested. The City Attorney has reviewed the request and stated that it is a policy decision.

Sayyad Hussein, 5465 Babcock Trail, thanked the City Council for negotiating the assessment. He stated that his only request from the letter he had received from Steve was about reducing the interest rate to 4.15%.

Mayor Tourville stated they have been lower than 5% on a couple of projects and agreed with 4.15%.

Councilmember Bartholomew asked how lowering it affected the others in the area. He asked if all of the interest rates would be at that rate or just the business.

City Administrator Joe Lynch responded it would be just this one. He stated the reason they set the assessment interest rate is to cover our costs. They try to increase it by 2% over the borrowing rate. For this project that is 3.3% and 3.5%. He stated there are legal, engineering, administrative, and financing costs to consider.

Councilmember Bartholomew stated he would like to see it at 4.15%, but the policy is to recover costs and handle administration. He commented it would be wrong to reduce it for one assessment and not the others.

Mayor Tourville responded he was only looking at it because of the amount of the assessment.

Councilmember Perry stated the amount was reduced to \$26,000, down from the original \$40,000.

Councilmember Dietrich asked if the breakeven for the City is at 5.15%.

City Administrator Lynch responded there is not a breakeven, it is to cover costs. He stated we bond for these projects and carry the costs until the assessments are paid.

Mr. Hussein stated this is the only business that is being charged that kind of money.

City Administrator Lynch responded that he understood. He stated it is a policy decision for the City Council, which can raise or lower the interest amount.

Councilmember Bartholomew stated he wanted to stay at 5.15% to be equitable to the other assessment holders.

Motion by Perry second by Dietrich to close the Public Hearing at 7:08 p.m.

Ayes: 4

Nays: 0 Motion carried.

Motion by Bartholomew, second by Dietrich to approve the assessment with the 5.15% interest rate for Public Hearing to Consider Resolution 19-112 Adopting Final Assessment Roll for Property Located at 5465 Babcock Trail for the 2019 Pavement Management Program, City Project No. 2019-09F – 55th Street Court/55th Street Reconstruction.

Ayes: 4

Nays: 0 Motion carried.

7. REGULAR AGENDA

PARKS

- A. Consider Approval of Contract with Dahn Construction for Phase II Improvements to Heritage Village Park.**

Parks and Recreation Director Eric Carlson stated this item is for the approval of a contract with Dahn Construction for the next phase of development of Heritage Village Park. He began with background of the area and stated in 1999 the City acquired railroad property with the intent of establishing a vision to celebrate the community's history, heritage, and reconnect to the Mississippi River. The first Heritage Village Park Master Plan was developed in 2004 and has been updated a few times over the years.

He stated in 2010 the City received approval from the MPCA to begin using the former railroad property for recreational purposes after remediating the site. For the last 20 years the City has worked diligently to acquire over 25 properties along Doffing Avenue to help reduce the risk of flooding with the intent of constructing a park. The City closed on the final piece of property to be a part of Heritage Village Park. He stated the City has engaged with many partners such as Federal, State, County, non-profits, and private businesses to advance the development of the park. Dakota County constructed a segment of the Mississippi River Regional Trail through the park. That trail is a 26-mile recreational trail from St. Paul to Hastings. Recently the City opened up an off-leash dog park for both residents and dogs to enjoy.

He stated the City has been using Heritage Village Park to try to spur development in the area. There has been approximately \$30 million dollars of public investment along Concord Boulevard and involves:

- Heritage Village Park
- Concord Boulevard
- Mississippi River Regional Trail
- Swing Bridge Park and Trailhead

The intent is to have public investment drive and spur private reinvestment in the area.

He stated the Economic Development Authority (EDA) is involved with the following:

- Property acquisition outside of the park along Concord Boulevard.
- Financing.
- Coordination of the redevelopment.

The plan anticipates a tax base increase of between 300% and 1,200% when it comes to maturity. A six-fold increase in residential properties and a four-fold increase in commercial square footage. The goal is to attract new businesses and create jobs in the area.

He displayed the most current version of the Master Plan for Heritage Village Park and stated the discussion would be about potentially awarding a contract to Dahn Construction for the next phase. He stated there were two bid packages to choose between.

The first is Phase II Bid Package A and includes:

- 53 car parking lot (with additional ADA stalls).
- Trails to connect Heritage Village Park to Swing Bridge Park.
- Historical interpretation at Swing Bridge Park.
- Site utilities, lighting, stormwater, landscaping, etc.
- Complete grading and environmental remediation by importing approximately 80,000 cubic yards of clean fill bringing the elevation of the improvements above the flood elevation of 701.
- Park would be completely graded and ready for future improvements.

He stated bids were received for the project in May. The engineers estimate was \$1.9 million dollars and there is a low bid from Dahn Construction for \$1.5 million dollars that includes the Alternate.

He stated the second bid package – Phase II Bid Package B includes:

- Single trail connection.
- Park would not be completely graded and would need additional work before future improvements could be constructed.
- Will need a change order for grading on the LSS property.

Some grading would be completed, but not raised to 701 elevation. He stated future grading would have to be completed if Council wanted to move forward with other park improvements.

He stated bids for Bid Package B was \$428,000 with the engineer's estimate with the low bid coming from Dahn Construction for \$293,000.

Parks and Recreation Director Carlson stated the recommendation is for Bid Package A with the Alternate for approximately \$2.5 million dollars. Because of the amount of fill acquired from street projects, they are able to reduce the volume of borrow from when it went out to bid to now. It went from 44,000 cubic yards to 25,000 cubic yards. He stated they spoke with Dahn Construction about changing the grade of borrow to something less expensive but still workable for the project. That changed the price from \$9.70 a cubic yard down to \$5.84 a cubic yard for the first 25,000 cubic yards. Based on the engineers estimate, they believe that is how many cubic yards would be needed to finish the grading plan. He stated if more is needed it would cost \$8.96 per cubic yard for anything over 25,000 cubic yards. This change saves the project about \$280,000 if the numbers are accurate.

He stated the Council is being asked to approve a contract for \$1.5 million dollars, the full amount. This would be back before the City Council on July 8th with a change order for a volume reduction and the change in cost of the two different borrowed products. This would be an approximate \$280,000 savings from the contract the Council may approve this evening.

Councilmember Bartholomew stated that looking at the low bid of \$1.573 million, and looking at a total cost of \$2.765 million, he commented that Parks and Recreation Director Carlson stated the total cost would be \$2.5 million dollars. He asked what the \$1.573 million dollars was going to purchase relating to the expenses shown on the balance sheet.

Parks and Recreation Director Carlson responded the \$1.573 million dollars is the bid number submitted by low bidder Dahn Construction that includes the assumption of needing 44,000 cubic yards of borrow. Since the project specifications were put together, more borrow was received than anticipated and reduced the amount of borrow needed down to 25,000 cubic yards. He stated based on 25,000 cubic yards of borrow at \$5.84, they would be spending \$146,000. He stated that they would be asking the City Council for approval of a change order on July 8th of \$280,800 bringing the contract from \$1,573,149 down to \$1,292,349. The difference being the \$280,800.

Councilmember Bartholomew wanted to clarify what was being requested and stated that the \$1.573 million dollars would take care of the remainder of the dog park site, work utility, topsoil, borrow, and additional parking. This does not consider amounts for interpretation, property acquisition, or the shelter and restrooms.

Parks and Recreation Director Carlson responded the contract consists of the amounts he has shown.

Councilmember Bartholomew commented they are looking for funding necessary for other items such as the remainder of the dog park, interpretation, property acquisition, streets, construction observation, and contingency.

Parks and Recreation Director Carlson responded what that meant for the remainder of the dog park is they have already approved contracts with contractors for that, but it is work the City hasn't paid for yet. The property acquisition are items the Council has approved, the \$600,000 is an estimate, not an exact number. There is approximately \$170,000 out of the park project to help fund some of the dirt work going on in the park from the street project. \$84,000 is the number Dakota County is working on for the historical interpretation.

Councilmember Bartholomew commented that the \$1.5 million dollars isn't buying everything that is in the expense line items.

Parks and Recreation Director Carlson stated the items located in the next column are items the Council is not approving this evening. If the Council elects to do Bid Package A along with the Alternate, this would set us up to be able to consider doing the other items in the future. He stated if they are able to do them in 2020, there is quite a bit of work to be done to find revenue sources. There are some suggestions, but nothing set in stone. The only certainty is the \$250,000 left over from the 2019 ELF Grant from Dakota County. Other numbers at this point are fictitious numbers.

Mayor Tourville stated the Council asked for bids on infrastructure and fill. The other items will come before the Council. The portion squared off include items we are getting, the parts for 2020 are not a part of Bid Package A.

Councilmember Bartholomew agreed that was the point he was trying to make.

Parks and Recreation Director Carlson stated there are people in attendance to speak on this item. He stated if the Council votes on Bid Package A, it doesn't mean an inclusive playground is coming to town at this point.

Mayor Tourville commented if they do not do Bid Package A and take a look at the 2020 items, a lot of items can't be done because the infrastructure isn't in place.

Parks and Recreation Director Carlson responded that was correct. If they are interested in doing other improvements, in 2020 or another year, they would have to accomplish Bid Package A first.

Parks and Recreation Director Carlson stated in conclusion, staff and the Parks and Recreation Commission recommend the Council award Bid Package A with the Alternate to Dahn Construction for \$1,573,149.30 with the funding package discussed. He stated they would process a change order at the July 8th meeting to reflect the change in volume and the change in price of the borrow that would save the City \$280,800.

Parks and Recreation Director stated that if approved by the Council, it prepares for future improvements that may include:

- Inclusive Playground
- Shelter/Restroom
- Historical Interpretation
- Splash Pad
- Amphitheater
- Others

He stated that the Parks and Recreation Commission recommended approval on an 8-0-1 vote.

Councilmember Dietrich asked if there was a reason behind the abstention.

Parks and Recreation Director Carlson responded he did not know the reason.

Councilmember Bartholomew commented that his concern was with a big fluctuation in bids. There is the lowest bid, the next bid is \$200,000 higher, all the way up to \$2 million. He asked if staff and Director Carlson were comfortable with the low bid.

Parks and Recreation Director Carlson responded that they are. He stated they have had extensive conversations with Dahn Construction. They have been very forthcoming and have worked with the City to try to change some of the numbers to be more affordable. He stated he and staff are comfortable that Dahn understands the project, have the resources to complete the project successfully, and that we will be happy with the end product.

Councilmember Bartholomew stated the change order makes it more desirable.

City Attorney Tim Kuntz asked Parks and Recreation Director Carlson for clarification about if the Council approves Bid Package A and the Alternates, then it can also proceed to reject Bid Package B.

Parks and Recreation Director Carlson responded yes, the Council should reject Bid Package B.

Katie Hill, 4501 Audrey Avenue, supports Bid Package A. She commented this can be seen as an investment, from a financial and practical perspective and how it would benefit the City. It will allow people of all abilities to come together. She stated she frequents Madison's Playground which is an all-inclusive park in Woodbury. She commented she did a vehicle count each time she has gone there and has counted over 85 vehicles each time during the weekday. She stated the last time she visited there she asked families what City they resided in and if the park was the reason for the visit. She shared the results of those questions as follows:

- 11% of the people live in Woodbury.
- 89% live in other cities.
- 76% visited weekly or frequently.
- 24% were new to the park or visited infrequently.
- 47% were from 20 miles away or further.
- 53% were within 20 miles.
- 79% traveled to Woodbury that day specifically because of the park.

She stated that she goes to that park specifically three times a month. Each time she waits to do other things while in that area, she may go to the grocery store across the street from the park, go shopping, or go out to eat. She commented that is a portion of money that she spends in another City because of that destination. She stated that building this playground in Heritage Village Parks brings a much-needed attraction to that part of Inver Grove Heights. The park will aid the potential for growth, and surrounding businesses to thrive.

Niki Barker, 7647 Bowman Court, stated the last time she spoke to the City Council she highlighted the barriers she faces as a disabled mom. Most areas that are designed for families or children are not accessible. She stated it makes one feel like an afterthought and not inclusive. She commented that she doesn't feel this is about an individual, group, family, or specific disability. It's about the City and what it truly means to be inclusive. It can show the commitment to everyone in the community and say we value everyone. She commented that Heritage Village Park speaks to our past, honoring where we came from. To her the playground speaks to the future, who we want to be, the legacy we leave, not only important for those that need it like herself, but for Inver Grove itself, as a way of bonding people together and bonding the community.

Steve Cook, 9250 Inver Grove Trail, stated he supports the Council adopting Bid Package A. He stated the park is on the map with Heritage Village Park, the dog park, and other things that are in the area. He commented that a lot of people are using the area and getting attention to use the area. He stated they should keep moving forward with the development of the area to make it more of what people might want to use it for as the City goes forward.

Kathryn Bauer, 6895 Cain Avenue, stated she is proudly in support of Heritage Village Park and this bid package. She commented this proposal will invest in our past, present, and future. It will tie together our railroad history, river, early villagers, and bring new generations to the river and to where Inver Grove began. She stated the inclusive playground is a place where all can play together. It incorporates creative design and community involvement. She commented development at the river is needed, not only for future generations, but also to help people understand where the City came from and where it is going. She stated the historical display will blend with green space, which we need more of in our lives. She commented that this would be a place for family gatherings, to enjoy the outdoors, and gather together.

Mayor Tourville asked for a schedule.

Parks and Recreation Director Carlson responded with the anticipated schedule as follows:

- July 24, 2019 Council awards contract for Phase II
- July – October 2019 Construction of Phase II improvements
- November 2019 City seeks reimbursement from County ELF Funds (\$600,000)
- Winter 2019/2020 City develops plans and specs for playground/shelter
- March 2020 City opens bids for playground/shelter
- April 2020 Council awards contract for playground/shelter
- May – July Construction of playground/shelter

He stated there is currently none of the funding that would be needed to support the envisioned improvements in 2020. If able to acquire financing and revenues, then potentially there would be projects for consideration in 2020.

Mayor Tourville stated operational costs for Option A or B are minimal. There would be maintenance and ongoing annual costs if the other projects happen, but with this phase it adds very little.

Parks and Recreation Director Carlson agreed it was minimal.

Councilmember Bartholomew commented that Bid Package A was the best alternative to get the infrastructure in place and then tackle remaining problems as they arise and have funding. He stated Bid Package B could set them up for a much larger expense. He stated he believes in the park and that he was on the Citizen Park Commission in 2003.

Motion by Bartholomew second by Perry to Approve Bid Package A with the Alternate and Reject Bid Package B and Approval of Contract with Dahn Construction for Phase II Improvements to Heritage Village Park.

Ayes: 4

Nays: 0 Motion carried.

7. REGULAR AGENDA (cont.)

COMMUNITY DEVELOPMENT

B. Consider Approval of the Second and Final Reading of a Proposed Amendment to Inver Grove Heights City Code Title 4, Chapter 12, Section 1 (4-12-1) to Permit Sampling of Cigars and Pipe Tobacco.

City Attorney Kuntz stated the first reading of the Ordinance was held on June 10th. This is the second reading. The only change from the first reading was to add the sentence “no person shall consume alcoholic beverages on the premises of the tobacco products shop”.

He stated to recap, the current City Code prohibits the sampling of tobacco products within the City and any tobacco products shop. This Ordinance would create an exception to that and allow the sampling of premium cigars and pipe tobacco in a tobacco products shop subject to a variety of conditions that were explained at the previous meeting. He stated the exception would only apply to someone who is selling premium cigars. He stated at the last Council meeting there was a discussion about dealing with the Ordinance in two readings rather than three. In order to do that we would need to suspend the rules and would need the entire Council to unanimously vote. He commented that with one member missing, they are not able to do that this evening.

Mayor Tourville stated they would vote on the second reading and would have to wait to vote on the third reading when all Councilmembers are present.

Lee Hutton, 9080 Buchanan Trail, attorney and husband of the owner stated that his understanding at the last meeting is that they didn't do the second or third reading because they had to be divided and that all Councilmembers would be here. Unfortunately, this delays them considerably, and financially cripples the business. He stated they haven't been able to do buildouts or anything because they had to wait for this day. He commented he was disappointed, especially when they are already licensed by Dakota County. He understood this is a formality for Inver Grove, but they want to come into the community, and this would put them into the next month which means they lose contracts. He commented they were bringing

the Minnesota Vikings in and they had people coming from the State of Minnesota to see the business. Now those have to be cancelled. He commented he is optimistic this can be done within 30 days.

Councilmember Bartholomew stated there was no will of the Council at the time to suspend or to take a second reading. The Council was going to take a second and possibly suspend the rules at this meeting, there was no guarantee that there would have been five unanimous this evening. He stated that five Councilmembers are needed to suspend the rules.

Mr. Hutton asked when the next date would be.

Mayor Tourville stated there is a Worksession on July 1st and asked if this could be put to that meeting. He stated they have taken up official business at some Worksessions to take a look at convenience.

City Attorney Kuntz stated the Ordinance calls for consideration at regular Council meetings. If considering it at a special meeting the Council would have to suspend the rules and consider it at a special meeting. He stated the Ordinance calls for three meetings at three regular City Council Meetings.

Mayor Tourville asked if they would have to suspend the rules at the July 1st meeting, or suspend the rules now to have it at the Worksession.

Councilmember Bartholomew asked if a special meeting could be considered as a regular meeting.

City Attorney Kuntz responded that it would continue to be in the status of a special meeting, but the third reading could be at a special meeting if at that meeting you suspended the rules to allow that.

Mayor Tourville commented it gives an additional week and could do it on July 1st versus July 8, 2019.

City Attorney Kuntz responded yes, but the Council will not be able to vote on July 1st unless there are five votes to suspend the rules.

Mayor Tourville suggested holding off on that idea and asked if they could do the second reading this evening.

City Attorney Kuntz responded yes.

Motion by Bartholomew second by Dietrich to approve the Second Reading of the Proposed Amendment to Inver Grove Heights City Code Title 4, Chapter 12, Section 1 (4-12-1) to Permit Sampling of Cigars and Pipe Tobacco.

Mr. Hutton commented that they are very anxious to get started. He asked for clarification on what is being done and commented that the City Council approved the second reading this evening, which leaves the third and final reading on July 1, 2019.

Motion by Bartholomew second by Perry to call for a Special Meeting to consider the Third Reading of the Proposed Amendment to Inver Grove Heights City Code Title 4, Chapter 12, Section 1 (4-12-1) to Permit Sampling of Cigars and Pipe Tobacco on July 1st at 6:00 p.m.

Mayor Tourville stated they would need to make sure they have five Councilmembers in attendance because they would need to suspend the rules.

City Attorney Kuntz responded they would make a motion to suspend the rules and if that passes unanimously, the Council would make a motion for the third reading.

Ayes: 4

Nays: 0 Motion carried.

C. Kenton and Rosalyn Miller – Case No. 19-21; Consider a Resolution relating to a Variance to allow a six-foot-high fence to be located 25 feet from the front property line whereas 30 feet is required for property located at 5824 Blackberry Trail. Resolution 19-113.

Associate City Planner Heather Botten stated the request is for property located along Blackberry Trail in a single-family residential neighborhood. The request is for a five-foot variance to allow a six-foot privacy fence to be located 25 feet from the front property line where 30 feet is the required setback for fences taller than 42 inches. She stated within the front yard setback, you are allowed to have a fence 42 inches or shorter. The reason for the Code requirement is for visibility purposes along the road, for driveways, and to maintain the aesthetics from neighboring views and the street. She stated that staff believes the proposed fence would not have an adverse effect on the neighborhood, the location is located within a wooded area and may not be visible from the road in some places. This property has a larger than average right of way. The location of the fence would still be located about 35 to 43 feet from the actual road itself. She stated there is no impact for the neighboring properties to exit or enter their driveways. Staff supports this variance request with the condition listed in the Resolution. She stated that at their public hearing, the Planning Commission made a motion to approve but the motion failed on a 3-5 vote. No further actions were taken.

Kent Miller, 5824 Blackberry Trail, stated that he built the home in 1996. He asked to extend the front end of the fence on both ends five additional feet, which is different than the present Code. He thanked Councilmembers Bartholomew, Dietrich, and Perry, for visiting and responding to his calls. He stated the woods extend beyond where he would extend the fence and the fence would not be visible from the road as long as leaves are on the trees. He stated along the road his property slopes downward from the road, the culvert is five to six feet at the low point where the fence is going to be. The top of the fence would barely reach the top of the road. He stated the neighbors do not have any problems with the fence.

Mayor Tourville stated he drove by the property and commented the six-foot fence didn't seem to have any traffic barriers or vision issues. He commented the biggest issue is that the neighbors are the ones that would have to look at it.

Michael Wise, 5834 Blackberry Trail, stated he is in favor of the fence and has no problem with it. He urged the City Council to move forward with the request.

Councilmember Bartholomew stated he agreed with staff's recommendation to grant the variance with the condition listed in the report and the practical difficulty as defined.

Motion by Bartholomew second by Perry to approve the Variance with the Condition Listed and the Practical Difficulty as Defined for Kenton and Rosalyn Miller – Case No. 19-21; Consider a Resolution 19-113 relating to a Variance to allow a six foot-high fence to be located 25 feet from the front property line whereas 30 feet is required for property located at 5824 Blackberry Trail.

Ayes: 4

Nays: 0 Motion carried.

D. Mark Engen – Case No. 19-25CV – Consider the following Resolutions for property located at 9255 Courthouse Boulevard:

- a. A Conditional Use Permit to exceed the maximum impervious surface on the property. Resolution 19-114.**
- b. A Variance to allow two accessory structures on the property whereas one is the maximum allowed. Resolution 19-115.**

Associate City Planner Botten stated the request is for property located at 9255 Courthouse Boulevard. It is in a residential neighborhood across from the new fire station. She stated the Applicant is requesting a Conditional Use Permit for an additional 4,862 square feet of impervious surface above the maximum amount. She stated the Applicant installed the impervious surface unaware of the Code requirements. The Zoning Code allows for an expansion or additional amount of impervious surface with a Conditional Use Permit request. That amount is based on lot size, 10% of the lot size, the additional 4,862 is within that Conditional Use Permit allowance. She stated that engineering staff has been working with the Applicant to comply with stormwater and grading requirements. The Applicant has agreed to give the City an easement over the natural basin on the property in lieu of installing a raingarden or some other stormwater feature.

She stated the Applicant is asking for an after the fact variance to allow a second detached accessory building on the property. The Zoning Code allows for lots less than five acres in size in the E1 District to have one detached accessory building, lots over five acres in size are allowed to have two detached accessory buildings.

Councilmember Bartholomew asked what the maximum size of the one detached allowed in the E1 District.

Associate City Planner Botten responded it was 1,600 gross square feet.

Associate City Planner Botten stated staff does not believe the request satisfies the variance criteria as there is a currently an attached garage on the property and one detached structure that is 1,400 square feet. Approving the variance could set a precedence for lots less than five acres in size. Staff and the Planning Commission are recommending denial of the Variance. Planning Commission and Staff support the Conditional Use Permit.

Councilmember Perry asked for the square footage for the second accessory structure.

Associate City Planner Botten responded it was about 400 square feet.

Mark Engen, 9255 Courthouse Boulevard, stated he is asking for the Conditional Use Permit and displayed a draft and showed where it was located and the distance of the water flow and the amount it can hold. He commented it was a significant area that holds a lot of water and disappears quick. He stated the second issue is that he has a shed he got from his neighbors, the Carlson's. He commented that since it was fine on their land, he thought it would be fine to have on his.

Councilmember Bartholomew stated it would be difficult to come up with a practical difficulty for the second structure. The recommendation for the variance failed at the Planning Commission and staff is recommending against allowing a variance for this. He stated the Statute is clear on the size of a secondary structure and how many are allowed.

Mayor Tourville asked how large the Carlson property was.

City Administrator Lynch responded the property was purchased for the fire station and was 11.6 acres.

Mayor Tourville stated the Carlson's could have multiple secondary buildings based on acreage. He stated that he didn't have any problems with the Conditional Use Permit.

Mr. Engen responded he added a firepit. He stated he was told he could go up to 28 and is only asking for 21. He stated if approved, he is looking at making the driveway wider with a concrete driveway. He stated if the accessory building has to go, he will work something out.

Mayor Tourville asked what the square footage was of the accessory building Mr. Engen currently has.

Associate City Planner Botten responded the detached one is 1,400 square feet.

Mayor Tourville stated the City has done variances for sizes of accessory buildings keeping them at one. They have done variances in order to make them work on property. An additional building creates a much bigger problem.

Councilmember Bartholomew stated if any other improvements are done on the driveway based on size to make sure to get the Permit.

Mr. Engen responded he has been in discussion with Associate City Planner regarding that.

Motion by Bartholomew second by Perry to approve the Conditional Use as described by Staff and the report for Mark Engen – Case No. 19-25CV – Consider the following Resolutions for property located at 9255 Courthouse Boulevard: (a) A Conditional Use Permit to exceed the maximum impervious surface on the property. Resolution 19-114.

Ayes: 4

Nays: 0 Motion carried.

Motion by Bartholomew second by Perry to Deny the Variance for Mark Engen – Case No. 19-25CV – Consider the following Resolutions for property located at 9255 Courthouse Boulevard: (b) A Variance to allow two accessory structures on the property whereas one is the maximum allowed. Resolution 19-115.

Ayes: 4

Nays: 0 Motion carried.

City Attorney Kuntz stated that within the Council packets there is a Resolution of denial which echoed the reasons given by the Planning Commission and Staff. The motion is the adoption of that and there is still a Resolution.

Councilmembers Bartholomew and Perry agreed.

Mr. Engen asked how long he had to get rid of the shed.

A response was heard off camera and microphone stating that removal would have to be in 60 days.

Councilmember Dietrich asked if the Council could look at the estate lots that are 2.5 acres or more and revisit those Codes and the impervious surface.

Community Development Director Heather Rand stated they were looking at getting that in front of the Planning Commission first to get input and dialog. After, it would be brought back to the City Council.

Councilmember Dietrich asked if there was a date for the Planning Commission meeting.

Community Development Director Rand responded they would be looking at occupation revisions for estate lots. This item regarding impervious surfaces could be discussed in August. She stated she understands the request is asking to look into and review estate lot regulations.

Associate City Planner Botten clarified that it is not a public hearing, the second meeting in July is discussion for the Planning Commission to discuss home occupation Ordinances in the E1 and Agricultural lots. There would probably be a lot size minimum with that discussion. She stated discussions about impervious surfaces and accessory buildings on lots greater than 2.5 acres, which would also be E1 and Agricultural lots, would be at the first meeting in August. It would not be a public hearing, just discussion, and then brought before the City Council for discussion.

8. MAYOR AND COUNCIL COMMENTS

Mayor Tourville stated the next meeting is July 1st, Worksession at 6:00 p.m.

City Administrator Lynch stated City Hall will be closed on Thursday, July 4th.

Councilmember Perry asked when people would have to register with the City for Night to Unite.

City Administrator Lynch responded he would get that information out to her as soon as he can.

Mayor Tourville stated Night to Unite is currently open and application must be made by July 31st to be a part of the schedule.

9. EXECUTIVE SESSION

Pursuant to Minn. Stat. § 13D.05, Subd. 3(b) and pursuant to the Attorney-Client privilege, a closed door Executive Session for discussion with the Attorneys representing the City relating to the pending litigation matter of City of Inver Grove Heights vs. William P. Nichols and Cynthia Nichols, Dakota County District Court File No. 19HA-CV-18-1122; and related imminent claims of inverse condemnation pertaining to Project No.'s 2017-24 and 2017-03.

City Attorney Kuntz stated Minn. Stat. § 13D.05, Subd. 3(b), recognizes the Attorney-Client privilege as does the Common Law of the State. The Attorney-Client privilege allows the Attorney representing the client to speak to the client in privacy. He stated in the instance of the City Council, that gathering between the Council and the Attorney's representing the City can take place in an Executive or closed-door session. That is what is being suggested this evening with regard to the pending litigation matter of the City of Inver Grove Heights versus William and Cynthia Nichols which is in eminent domain condemnation action brought into Dakota County District Court under File #19HA-CV-18-1122. He stated also incident to that discussion are related claims dealing with the same improvement project claims that are pending and imminent and have been advocated by the landowners dealing with inverse condemnation pertaining to those same project numbers identified, Project Nos. 2017-24 and 2017-03. He stated we are asking the City Council to have a closed-door session to meet with regards to pending litigation and imminent litigation dealing with the pending eminent domain matters as well as the inverse condemnation claims. He stated present at the closed-door session would be Councilmembers Tourville, Bartholomew, Perry, and Dietrich, City Administrator, Director of Public Works, City Engineer, City Attorney Kuntz, Attorney Pete Michael from the City Attorney's Office. He asked that the Council make a Motion to move to Executive closed-door session for the reasons indicated under the authority of the Statutes and Common Law indicated.

Motion by Perry second by Bartholomew to adjourn into Executive Session at 8:23 p.m.

Ayes: 4

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: July 8, 2019
 Item Type: Consent
 Contact: Shannon Battles 651-450-2488
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of June 19, 2019 to July 2, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending July 2, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$570,014.21
Debt Service & Capital Projects	1,617,346.73
Enterprise & Internal Service	541,763.85
Escrows	42,633.18
Grand Total for All Funds	<u><u>\$2,771,757.97</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Interim Finance Director at 651-450-2488.

Attached to this summary for your action is a resolution approving the disbursements for the period June 19, 2019 to July 2, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING July 2, 2019**

WHEREAS, a list of disbursements for the period ending July 2, 2019 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	\$570,014.21
Debt Service & Capital Projects	1,617,346.73
Enterprise & Internal Service	541,763.85
Escrows	42,633.18
 Grand Total for All Funds	 <u><u>\$2,771,757.97</u></u>

Adopted by the City Council of Inver Grove Heights this 8th day of July, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, Interim Deputy Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 06/19/2019 - 07/02/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACME TOOLS	6706307	07/02/2019	13903	101.42.4200.423.40042	199.00
AFSCME COUNCIL 5	INV0087874	06/21/2019	UNION DUES (AFSCME FULL SH	101.203.2031000	978.51
AFSCME COUNCIL 5	INV0087875	06/21/2019	UNION DUES (AFSCME FULL SH	101.203.2031000	94.10
AMANDA KASPER	123	06/19/2019	6/1/19	101.42.4000.421.60006	125.00
APWA-MN CHAPTER	7/2/19	07/02/2019	REGISTRATION 2020 INSPECTO	101.43.5100.442.50080	495.00
ASPEN MILLS	238120	06/19/2019	550771	101.42.4200.423.60045	54.91
ASPEN MILLS	238507	06/26/2019	550777IGHPD	101.42.4000.421.60045	169.75
ASPEN MILLS	238764	07/02/2019	550777IGHPD	101.42.4000.421.60045	199.00
BARNA, GUZY, & STEFFEN LTD	203372	06/26/2019	50003-005	101.41.1100.413.30430	5,360.60
BITUMINOUS ROADWAYS, INC.	28185	07/02/2019	35265	101.43.5200.443.60016	4,465.90
BJORKLUND COMPENSATION CONSULTING, L	00004045	06/19/2019	5/29/19	101.42.4200.423.30700	145.00
CANADA GOOSE MANAGEMENT	201903	06/26/2019	6/10/19	101.44.6000.451.30700	1,000.00
CAT-PERSONAL SAFETY TRAINING	5/20/19	07/02/2019	5/20/19	101.43.5200.443.60045	805.00
CENTURY LINK	6/19/19	07/02/2019	651 455 9072 782	101.42.4200.423.50020	41.95
CITY OF SAINT PAUL	IN34092	06/19/2019	2997	101.42.4000.421.50080	4,500.00
CLAREY'S SAFETY EQUIPMENT	183249	06/26/2019	090500	101.42.4200.423.40042	434.40
COMCAST	6/5/19 8772 10 591 035952	06/19/2019	8772 10 591 0359526	101.42.4200.423.30700	10.52
CRAWFORD DOOR SALES COMPANY	34726	07/02/2019	4373	101.42.4200.423.40040	770.00
CULLIGAN	5/31/19 157-98459100-6	06/19/2019	157-98459100-6	101.42.4200.423.60065	82.93
DAKOTA COMMUNICATIONS CENTER	IG2019-07	06/19/2019	JULY 2019	101.42.4000.421.70502	50,680.50
DAKOTA COMMUNICATIONS CENTER	IG2019-07	06/19/2019	JULY 2019	101.42.4200.423.70502	6,740.50
DAKOTA COUNTY TECHNICAL COLLEGE	496453	07/02/2019	6/7/19	101.42.4000.421.50080	500.00
DAKOTA CTY FINANCIAL SVCS	00035330	06/26/2019	P0001753	101.42.4000.421.70501	1,563.11
DAKOTA CTY FINANCIAL SVCS	00035330	06/26/2019	P0001753	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	00035330	06/26/2019	P0001753	101.43.5200.443.30700	46.66
DAKOTA CTY FINANCIAL SVCS	00035331	06/26/2019	P0001753	101.42.4000.421.70501	3,368.59
DANIEL THOMAS FLYNN	6/18/19 A	06/19/2019	6/18/19	101.42.4200.423.40042	2,430.56
DANIEL THOMAS FLYNN	6/18/19 B	06/19/2019	6/18/19	101.42.4200.423.60040	500.00
EARL F ANDERSEN INC	0120262-IN	06/19/2019	0004094	101.43.5200.443.60016	1,350.95
EFTPS	INV0087896	06/21/2019	FEDERAL WITHHOLDING	101.203.2030200	54,351.92
EFTPS	INV0087898	06/21/2019	MEDICARE WITHHOLDING	101.203.2030500	16,430.08
EFTPS	INV0087899	06/21/2019	SOCIAL SECURITY WITHHOLDIN	101.203.2030400	50,235.10
EFTPS	INV0087900	06/21/2019	FEDERAL WITHHOLDING	101.203.2030200	1,630.50
EFTPS	INV0087902	06/21/2019	MEDICARE WITHHOLDING	101.203.2030500	264.32
EFTPS	INV0087903	06/21/2019	SOCIAL SECURITY WITHHOLDIN	101.203.2030400	1,130.24
EHLERS AND ASSOCIATES, INC.	80080	06/19/2019	5/10/19	101.45.3200.419.30600	306.25
ELECTRIC FIRE & SECURITY	C1911	06/26/2019	CIT800	101.44.6000.451.50055	496.00
EMERGENCY RESPONSE SOLUTIONS	13240	06/19/2019	6/4/19	101.42.4200.423.40042	41.43
EMERGENCY RESPONSE SOLUTIONS	13244	06/19/2019	6/6/19	101.42.4200.423.60040	32.08
EMERGENCY RESPONSE SOLUTIONS	13260	06/19/2019	6/7/19	101.42.4200.423.40042	867.58
EMERGENCY RESPONSE SOLUTIONS	13289	06/26/2019	6/12/19	101.42.4200.423.40042	72.59
EMMONS & OLIVIER RESOURCES	00095-0061-3	07/02/2019	00095-0061	101.43.5100.442.30300	1,631.49
EYEMED	163915747	06/19/2019	JUNE 2019	101.203.2032700	259.79
FIRSTSCRIBE	2481133	07/02/2019	I09213	101.43.5100.442.40044	250.00
GALLS INC	012897429	06/26/2019	1002151449	101.42.4200.423.60045	226.95
GALLS INC	012897441	06/26/2019	100215449	101.42.4200.423.60045	464.24
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0087879	06/21/2019	HSA ELECTION-FAMILY	101.203.2032500	2,787.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0087880	06/21/2019	HSA ELECTION-SINGLE	101.203.2032500	4,803.39
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.41.1100.413.30550	40.58
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.41.2000.415.30550	83.62
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.42.4000.421.30550	281.15
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.42.4200.423.30550	25.20
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.43.5000.441.30550	12.95
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.43.5100.442.30550	54.24
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.43.5200.443.30550	39.20
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.44.6000.451.30550	49.78
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.45.3000.419.30550	13.58
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.45.3200.419.30550	20.88
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	101.45.3300.419.30550	21.70
GENESIS EMPLOYEE BENEFITS, INC	IN1532194	07/02/2019	5/1/19-5/31/19	101.42.4000.421.30550	43.48
GENESIS EMPLOYEE BENEFITS, INC	IN1537737	07/02/2019	5/1/19-5/31/19	101.42.4000.421.30550	40.00
GERTENS	45772/6	06/19/2019	103566	101.44.6000.451.60065	427.55
GERTENS	45780/6	06/26/2019	103566	101.44.6000.451.60065	79.25
GERTENS	459640/1	07/02/2019	103566	101.43.5200.443.60016	52.44
GERTENS	459641/1	06/26/2019	103566	101.44.6000.451.60040	20.95
GERTENS	47884/6	07/02/2019	103566	101.44.6000.451.60016	452.90
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	101.42.4200.423.40020	1,582.64
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	101.43.5200.443.40020	131.08
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	101.43.5400.445.40020	1,196.45
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	101.44.6000.451.40020	1,344.79

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GLENN LAWN CARE	1864	06/19/2019	0181	101.44.6000.451.30700	130.00
GLS COMPANIES	248826	07/02/2019	248826	101.41.1100.413.50032	3,532.10
GOODPOINTE TECHNOLOGY, INC.	3938	07/02/2019	6/14/19	101.43.5100.442.40044	3,925.00
GRAINGER	9201512077	07/02/2019	806460150	101.43.5200.443.60016	236.45
GRAINGER	9201908796	07/02/2019	806460150	101.43.5200.443.60040	54.27
HARRIS COMPUTER SYSTEMS	MN00116155	06/26/2019	INV1100	101.42.4000.421.40042	6,846.44
HARRIS COMPUTER SYSTEMS	MN00116155	06/26/2019	INV1100	101.45.3300.419.40049	20,539.33
HOWE, ERIK	4/8/19	06/19/2019	REIMBURSE - BALLISTIC VEST	101.42.4000.421.60045	549.00
ICMA RETIREMENT TRUST - 457	INV0087873	06/21/2019	457 - ROTH AGE 50+	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0087881	06/21/2019	ICMA-AGE <49 %	101.203.2031400	6,554.04
ICMA RETIREMENT TRUST - 457	INV0087882	06/21/2019	ICMA-AGE <49	101.203.2031400	2,890.00
ICMA RETIREMENT TRUST - 457	INV0087883	06/21/2019	ICMA-AGE 50+ %	101.203.2031400	501.02
ICMA RETIREMENT TRUST - 457	INV0087884	06/21/2019	ICMA-AGE 50+	101.203.2031400	6,659.79
ICMA RETIREMENT TRUST - 457	INV0087885	06/21/2019	ICMA (EMPLOYER SHARE ADMIN	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0087893	06/21/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,026.52
ICMA RETIREMENT TRUST - 457	INV0087894	06/21/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	920.00
ICMA RETIREMENT TRUST - 457	INV0087895	06/21/2019	ROTH-AGE <49 %	101.203.2032400	40.11
ING DIRECT	INV0087904	06/21/2019	MSRS-HCSP	101.203.2032200	491.09
INNOVATIVE OFFICE SOLUTIONS	SUM-047600	06/19/2019	S28777	101.41.1100.413.60070	236.06
INNOVATIVE OFFICE SOLUTIONS	SUM-047600	06/19/2019	S28777	101.43.5100.442.60040	374.36
INNOVATIVE OFFICE SOLUTIONS	SUM-047600	06/19/2019	S28777	101.45.3000.419.60010	26.52
INNOVATIVE OFFICE SOLUTIONS	SUM-047600	06/19/2019	S28777	101.45.3300.419.60040	49.25
INTOXIMETERS	630575	07/02/2019	C000MNINV0	101.42.4000.421.60065	95.00
INVER GROVE HEIGHTS ANIMAL HOSPITAL	689617	06/19/2019	6/10/19	101.42.4000.421.60013	237.72
ITL PATCH COMPANY, INC.	50421	06/19/2019	4/23/19	101.42.4000.421.50030	475.05
K.K. SPECIALIZED SERVICES, INC.	5/20/19	06/19/2019	5/20/19	101.43.5200.443.40046	5,605.00
KENISON, TERRI	MAY 2019	06/19/2019	MAY 2019	101.42.4200.423.30700	850.00
KENISON, TERRI	JUNE 2019	07/02/2019	JUNE 2019	101.42.4200.423.30700	850.00
KIESLER POLICE SUPPLY, INC	in111281	06/19/2019	L73524	101.42.4000.421.60018	77.00
LANGUAGE LINE SERVICES	4581409	06/19/2019	9020909043	101.42.4000.421.50020	97.29
LEAGUE OF MN CITIES	295064	07/02/2019	6/4/19	101.41.1000.413.50080	450.00
LEVANDER, GILLEN & MILLER P.A.	5/31/19 92000E	06/19/2019	92000E	101.42.4000.421.30410	18,410.41
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 APT Mir	06/19/2019	Legal	101.43.5000.441.30420	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Code Cr	06/19/2019	Legal	101.42.4000.421.30420	554.94
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Council	06/19/2019	Legal	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Enginee	06/19/2019	Legal	101.43.5100.442.30420	581.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 James V	06/19/2019	Legal	101.45.3000.419.30420	376.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Mayor/C	06/19/2019	Legal	101.41.1000.413.30420	10,527.99
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Nextel V	06/19/2019	Legal	101.43.5000.441.30420	900.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Planning	06/19/2019	Legal	101.45.3200.419.30420	276.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Police	06/19/2019	Legal	101.42.4000.421.30420	64.00
LOCAL GOVERNMENT INFORMATION SYSTEM	47153	06/19/2019	106325	101.42.4000.421.70501	1,923.00
LOCAL GOVERNMENT INFORMATION SYSTEM	47162	06/19/2019	111541	101.42.4200.423.30700	469.00
MADISON NATIONAL LIFE INSURANCE COMPA	1345837	06/19/2019	GROUP 012439	101.203.2031700	2,626.42
MADISON NATIONAL LIFE INSURANCE COMPA	1345837	06/19/2019	GROUP 012439	101.41.1100.413.20630	20.18
MADISON NATIONAL LIFE INSURANCE COMPA	1345837	06/19/2019	GROUP 012439	101.41.1300.413.20630	(24.03)
MADISON NATIONAL LIFE INSURANCE COMPA	1345837	06/19/2019	GROUP 012439	101.45.3300.419.20630	(24.38)
MADISON NATIONAL LIFE INSURANCE COMPA	1350106	07/02/2019	JULY 2019	101.203.2031700	2,641.25
MADISON NATIONAL LIFE INSURANCE COMPA	1350106	07/02/2019	JULY 2019	101.41.1100.413.20630	20.18
MCKESSON MEDICAL-SURGICAL INC.	50267128	06/19/2019	27888849	101.42.4200.423.60018	1,743.32
MCKESSON MEDICAL-SURGICAL INC.	55011432	06/19/2019	34185754	101.42.4200.423.60065	48.12
MCKESSON MEDICAL-SURGICAL INC.	55021382	06/19/2019	34185754	101.42.4200.423.60065	532.24
MCKESSON MEDICAL-SURGICAL INC.	55498603	06/19/2019	34643019	101.42.4200.423.60065	981.87
MCKESSON MEDICAL-SURGICAL INC.	56514817	06/26/2019	32869337	101.42.4200.423.60018	1,041.58
METRO JANITORIAL SUPPLY INC	11015069	06/19/2019	5/24/19	101.42.4000.421.60065	100.20
METROPOLITAN COUNCIL	MAY 2019 B	06/19/2019	TRULY MEANT FOR MAY 2019	101.41.0000.3414000	(323.05)
MINNEAPOLIS OXYGEN CO.	00042998	06/19/2019	01910	101.42.4200.423.30700	99.82
MINNEAPOLIS OXYGEN CO.	00042999	06/19/2019	01915	101.42.4200.423.30700	78.43
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0087877	06/21/2019	JOEL JACKSON FEIN/TAXPAYER	101.203.2032100	306.89
MINNESOTA DEPARTMENT OF HUMAN SERVIC	INV0087878	06/21/2019	JOHN VERDEJA FEIN/TAXPAYER	101.203.2032100	158.74
MINNESOTA/WISCONSIN PLAYGROUND	2019177	07/02/2019	6/7/19	101.44.6000.451.60016	3,610.00
MINNESOTA/WISCONSIN PLAYGROUND	2019182	07/02/2019	6/11/19	101.44.6000.451.60016	1,805.00
MN DEPT OF LABOR & INDUSTRY	ABR0213247I	06/19/2019	00000010749	101.42.4200.423.30700	10.00
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	101.207.2070300	0.13
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	101.207.2070300	180.64
MN DEPT OF REVENUE	INV0087886	06/21/2019	LEVY - ANDREW BRAVO	101.203.2031900	76.78
MN DEPT OF REVENUE	INV0087897	06/21/2019	STATE WITHHOLDING	101.203.2030300	25,605.69
MN DEPT OF REVENUE	INV0087901	06/21/2019	STATE WITHHOLDING	101.203.2030300	615.44
MN FIRE SERVICE CERT BOARD	6820	07/02/2019	6/17/19	101.42.4200.423.50080	250.00
MN LIFE INSURANCE CO	JUNE 2019	06/19/2019	POLICY #0027324	101.203.2030900	3,351.67
MN LIFE INSURANCE CO	JUNE 2019	06/19/2019	POLICY #0027324	101.41.1100.413.20620	30.38
MN LIFE INSURANCE CO	JUNE 2019	06/19/2019	POLICY #0027324	101.41.1300.413.20620	0.63
MN LIFE INSURANCE CO	JUNE 2019	06/19/2019	POLICY #0027324	101.45.3300.419.20620	1.48
MN LIFE INSURANCE CO	JULY 2019	07/02/2019	POLICY #0027324	101.203.2030900	3,420.50
MN NCPERS LIFE INSURANCE	JUNE 2019	06/19/2019	JUNE 2019	101.203.2031600	288.00
MN NCPERS LIFE INSURANCE	JULY 2019	07/02/2019	JULY 2019	101.203.2031600	288.00
MTI DISTRIBUTING CO	1214190-00	06/26/2019	91180	101.44.6000.451.40047	21.70
MTI DISTRIBUTING CO	1214192-00	06/26/2019	91180	101.44.6000.451.40047	35.99
MTI DISTRIBUTING CO	1214593-00	06/26/2019	91180	101.44.6000.451.40047	324.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	1214869-00	06/26/2019	91180	101.44.6000.451.40047	22.52
OCCUPATIONAL HEALTH CENTERS OF MINNE	102994878	07/02/2019	N26-1351004654	101.41.1100.413.30500	135.00
OCCUPATIONAL HEALTH CENTERS OF MINNE	102998564	07/02/2019	N26-1351004654	101.41.1100.413.30500	270.00
OKER INVESTMENTS	6/17/19	06/26/2019	6/17/19	101.45.3000.419.30700	299.00
OUT BACK NURSERY, INC.	2652	07/02/2019	5/24/19	101.44.6000.451.60065	946.25
OUT BACK NURSERY, INC.	2655	07/02/2019	5/28/19	101.44.6000.451.60065	308.00
OXYGEN SERVICE COMPANY, INC	03437371	06/19/2019	04394	101.42.4000.421.60065	49.23
PERA	INV0087887	06/21/2019	PERA COORDINATED PLAN	101.203.2030600	39,856.50
PERA	INV0087888	06/21/2019	EMPLOYER SHARE (EXTRA PER	101.203.2030600	3,065.86
PERA	INV0087889	06/21/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0087890	06/21/2019	EMPLOYER SHARE (PERA DEFIN	101.203.2030600	53.46
PERA	INV0087891	06/21/2019	PERA POLICE & FIRE PLAN	101.203.2030600	18,122.79
PERA	INV0087892	06/21/2019	EMPLOYER SHARE (POLICE & FI	101.203.2030600	27,184.23
PETTY CASH - POLICE	7/2/19	07/02/2019	PETTY CASH REQUEST	101.42.4000.421.50075	12.50
PETTY CASH - POLICE	7/2/19	07/02/2019	PETTY CASH REQUEST	101.42.4000.421.60006	8.51
PETTY CASH-WF PURCHASE CARD FEES	MAY 2019 FEES	06/26/2019	MAY 2019 FEES	101.41.2000.415.70440	142.91
PINE BEND PAVING, INC.	19-212	06/19/2019	5/22/19	101.43.5200.443.60016	826.28
PINE BEND PAVING, INC.	19-252	06/19/2019	5/31/19	101.43.5200.443.60016	580.20
PINE BEND PAVING, INC.	19-9013	06/19/2019	5/31/19	101.43.5200.443.40046	12,797.35
PINE BEND PAVING, INC.	19-9025	07/02/2019	6/7/19	101.43.5200.443.40046	6,409.00
PINE BEND PAVING, INC.	19-265	07/02/2019	6/13/19	101.43.5200.443.60016	638.94
PINE BEND PAVING, INC.	19-9028	07/02/2019	6/13/19	101.43.5200.443.40046	8,776.60
PONTEM SOFTWARE BY RIA	00007488	07/02/2019	INV01	101.41.1100.413.40044	792.00
PRECISE MRM	200-1021224	06/19/2019	000208	101.43.5200.443.30700	171.11
RCM SPECIALTIES, INC.	7044	06/19/2019	6/7/19	101.43.5200.443.40046	11,812.50
SENSIBLE LAND USE COALITION	200004561	06/19/2019	6/13/19	101.45.3000.419.50080	48.00
SENSIBLE LAND USE COALITION	200004561	06/19/2019	6/13/19	101.45.3200.419.50080	48.00
SOUTH ST. PAUL ROD & GUN CLUB	104	06/19/2019	3/8/19	101.42.4000.421.60018	300.00
SPEED PRINT INC	87524	06/19/2019	5/9/19	101.42.4200.423.50030	70.00
ST PAUL STAMP WORKS INC	442099	06/26/2019	INVER003	101.42.4200.423.60045	544.93
STREAMLINE DESIGN INC	39217	06/19/2019	6/5/19	101.42.4200.423.60045	369.00
STREICHER'S	I1371614	06/19/2019	285	101.42.4000.421.60018	648.44
TEXAS STATE DISBURSEMENT UNIT	INV0087876	06/21/2019	ANDREW BRAVO FEIN/TAXPAYE	101.203.2032100	401.13
TYLER TECHNOLOGIES, INC	025-260366	06/19/2019	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0461493	07/02/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0461493	07/02/2019	1051948	101.44.6000.451.60045	30.19
UNIFIRST CORPORATION	090 0485294	06/19/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0485294	06/19/2019	1051948	101.44.6000.451.60045	26.90
UNIFIRST CORPORATION	090 0486622	06/19/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0486622	06/19/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	090 0487936	06/19/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0487936	06/19/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	090 0489265	07/02/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0489265	07/02/2019	1051948	101.44.6000.451.60045	25.05
UNIFIRST CORPORATION	090 0450973	07/02/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0450973	07/02/2019	1051948	101.44.6000.451.60045	30.19
UNITED STATES TREASURY	6/7/19	06/19/2019	6/7/19	101.203.2031900	125.00
UNITED STATES TREASURY	6/21/19	07/02/2019	ANDREW BRAVO - LEVY PROCE	101.203.2031900	125.00
VIKING ELECTRIC SUPPLY	S002638096.001	07/02/2019	V5132	101.42.4200.423.60065	124.24
VOLUNTEER FIREFIGHTERS BENEFIT	2019 RENEWAL	07/02/2019	2019 RENEWAL	101.42.4200.423.50070	322.00
WAGNER'S SOD CO, INC	2019-1852	06/19/2019	5/31/19	101.43.5200.443.60016	25.92

Fund: 101 - GENERAL FUND

518,195.92

LIME VALLEY ADVERTISING, INC.	19014.04	06/19/2019	5/28/19	201.44.1600.465.50025	100.00
STACY ANN BROOKS	252	06/19/2019	JUNE BLOG POSTS	201.44.1600.465.50025	195.00

Fund: 201 - C.V.B. FUND

295.00

4 ACE PRODUCTIONS	5/22/19	06/19/2019	MAGIC PERFORMANCE 7/9/19	204.44.6100.452.30700	395.00
ACTIVE SOLUTIONS	4100165458	07/02/2019	1649082	204.44.6100.452.40044	5,400.00
ADDISON, AMBER	6/18/19	07/02/2019	REFUND - CLASS	204.44.0000.3470000	94.00
ALPHABITS BAND	5/22/19	06/19/2019	CONCERT PERFORMANCE 8/13/	204.44.6100.452.30700	175.00
DAHN, NIKKI	6/5/19	07/02/2019	REFUND - CANCELLATION	204.44.0000.3470000	172.00
ENGLISH, KATHRYN	6/5/19	06/26/2019	REFUND - SCHEDULE CONFLICT	204.44.0000.3470000	94.00
FENTON, KAYLEIGH	6/18/19	07/02/2019	REFUND - CANCELLATION	204.44.0000.3470000	60.00
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	204.44.6100.452.30550	22.60
GIESELMAN, CATHERINE	6/18/19	07/02/2019	REFUND - CANCELLATION	204.44.0000.3470000	60.00
IGH SENIOR CLUB	6/5/19	06/26/2019	MAY 2019	204.227.2271000	646.00
INVER GROVE HEIGHTS ANIMAL HOSPITAL	6/14/19	07/02/2019	RABIES CLINIC	204.44.6100.452.60009	210.00
LEWANDOWSKI, JENNIFER	6/5/19	06/26/2019	REFUND - CANCELLATION	204.44.0000.3470000	86.00
MARY BURCH	5/10/19	06/19/2019	ARCHERY SPRING SESSION 201	204.44.6100.452.30700	300.00
MAYER ARTS INC	3156	06/19/2019	5/20/19	204.44.6100.452.30700	384.00
MCGRATH, DEBRA	6/5/19	06/26/2019	REFUND - CANCELLATION	204.44.0000.3470000	86.00
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	204.207.2070300	487.60
MN LIFE INSURANCE CO	JUNE 2019	06/19/2019	POLICY #0027324	204.44.6100.452.20620	0.13
PAULSEN, DAVID & HEIDI	5/29/19	06/19/2019	REIMBURSE - SCHEDULE CONFI	204.44.0000.3470000	86.00
PETERSON, TAMI	6/5/19	06/26/2019	REFUND - CANCELLATION	204.207.2070300	3.86
PETERSON, TAMI	6/5/19	06/26/2019	REFUND - CANCELLATION	204.44.0000.3470000	54.14
PHUNG, HAN	6/17/19	07/02/2019	RABIES CLINIC	204.44.6100.452.30700	400.00
ROCKE, BONNIE	6/17/19	07/02/2019	REFUND - CANCELLATION	204.44.0000.3470000	88.00
SANDERS, CAREY	5/29/19	06/19/2019	REIMBURSE - SCHEDULE CONFI	204.44.0000.3470000	72.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTH ST PAUL UMPIRES ASSOC	5/30/19	06/26/2019	MAY 2019	204.44.6100.452.30700	1,888.00
VANDUSARTZ, DAVID	6/5/19	06/26/2019	REFUND - CANCELLATION	204.44.0000.3470000	172.00
WILLIAM SEBASTIAN HARTON	5/22/19	06/19/2019	CONCERT PERFORMANCE 7/16/	204.44.6100.452.30700	400.00
Fund: 204 - RECREATION FUND					11,836.33
ACTIVE SOLUTIONS	4100165458	07/02/2019	1649082	205.44.6200.453.40044	8,100.00
AEP ONSITE PARTNERS, LLC	419-21190873	07/02/2019	6/6/19	205.44.6200.453.40020	5,258.86
AEP ONSITE PARTNERS, LLC	419-21190873	07/02/2019	6/6/19	205.44.6200.453.40020	5,224.05
BEST BUY BUSINESS ADVANTAGE ACCT	3832992	07/02/2019	4238	205.44.6200.453.80800	3,185.37
CHEVAILLIER, REBECCA	6/6/19	06/26/2019	REFUND - CANCELLATION	205.44.0000.3493501	60.00
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	205.44.6200.453.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	205.44.6200.453.30550	14.35
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	205.44.6200.453.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	205.44.6200.453.30550	52.34
HUEBSCH SERVICES	4294994	06/19/2019	92965	205.44.6200.453.40040	238.41
HUEBSCH SERVICES	4294994	06/19/2019	92965	205.44.6200.453.40040	59.60
KRONA, LESLIE	6/5/19	06/26/2019	REFUND - LOW ENROLLMENT	205.44.0000.3493501	24.00
MEDICINE LAKE TOURS	5/29/19	06/26/2019	5/29/19	205.44.6200.453.50090	840.00
MILLER, TRISTA	6/5/19	06/26/2019	REFUND - LOW ENROLLMENT	205.44.0000.3493501	55.00
MILLER'S ELECTRIC	715	06/19/2019	5/15/19	205.44.6200.453.40040	275.00
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	205.207.2070300	7,554.11
MN LIFE INSURANCE CO	JUNE 2019	06/19/2019	POLICY #0027324	205.44.6200.453.20620	0.52
PERFECTION PLUS, INC	1129294	07/02/2019	6/1/19	205.44.6200.453.40040	5,857.50
SHAFFER, DAWN	6/5/19	06/26/2019	REFUND - LOW ENROLLMENT	205.44.0000.3493501	19.00
THINK SMALL	5/31/19	06/26/2019	REFUND - 2 RENTALS	205.44.0000.3492500	525.55
ZIEGLER INC	SW100207199	07/02/2019	4069900	205.44.6200.453.40042	484.06
ZIEGLER INC	SW100207199	07/02/2019	4069900	205.44.6200.453.40042	484.07
Fund: 205 - COMMUNITY CENTER					38,340.84
EHLERS AND ASSOCIATES, INC.	80425	06/26/2019	6/7/19	290.45.3000.419.30150	1,225.00
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	290.45.3000.419.30550	1.12
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 EDA	06/19/2019	Legal	290.45.3000.419.30420	120.00
Fund: 290 - EDA OPERATING					1,346.12
EHLERS AND ASSOCIATES, INC.	50681	07/02/2019	2014B	363.57.9000.570.90300	453.00
Fund: 363 - G.O. SEWER REFUND 2014B					453.00
EHLERS AND ASSOCIATES, INC.	50681	07/02/2019	2014B	364.57.9000.570.90300	22.00
Fund: 364 - G.O. IMPR REFUND 14B (08A)					22.00
EHLERS AND ASSOCIATES, INC.	50676	07/02/2019	2015A	365.57.9000.570.90300	475.00
Fund: 365 - G.O. IMPR BONDS 2015A					475.00
EHLERS AND ASSOCIATES, INC.	50678	07/02/2019	2015B	366.57.9000.570.90300	475.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					475.00
EHLERS AND ASSOCIATES, INC.	05677	07/02/2019	2016A	367.57.9000.570.90200	475.00
Fund: 367 - G.O. CAPITAL IMPR REF BONDS, 2016A					475.00
EHLERS AND ASSOCIATES, INC.	50679	07/02/2019	2017A	368.57.9000.570.90300	475.00
Fund: 368 - G.O. SEWER REVENUE REFUND 2017A					475.00
EHLERS AND ASSOCIATES, INC.	50680	07/02/2019	2017B	369.57.9000.570.90200	475.00
Fund: 369 - G.O. IMPR BONDS 2017B					475.00
EHLERS AND ASSOCIATES, INC.	50674	07/02/2019	2018A	393.57.9000.570.90300	475.00
Fund: 393 - G.O. CAP IMPR BONDS 2018A					475.00
EHLERS AND ASSOCIATES, INC.	80345	06/26/2019	6/7/19	399.57.9000.570.30150	4,190.00
EHLERS AND ASSOCIATES, INC.	50675	07/02/2019	2019A	399.57.9000.570.90300	475.00
Fund: 399 - CLOSED BOND FUND					4,665.00
MOTOROLA	16055924	07/02/2019	1000632209 0001	401.42.4000.421.80800	47,427.50
Fund: 401 - EQUIPMENT ACQ. FUND					47,427.50
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Heritage	06/19/2019	Legal	402.44.6000.451.30420	684.00
Fund: 402 - PARK ACQ. & DEV. FUND					684.00
METROPOLITAN COUNCIL	MAY 2019 B	06/19/2019	TRULY MEANT FOR MAY 2019	404.217.2170000	32,305.00
Fund: 404 - SEWER CONNECTION FUND					32,305.00
COST, PLANNING AND MANAGEMENT INTERN/	7354	07/02/2019	18208	434.42.4200.423.30700	2,548.00
JORGENSEN CONSTRUCTION INC.	PAY APP #7	06/26/2019	CITY PROJECT NO. 2014-10	434.42.4200.423.80200	736,725.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Fire Sta	06/19/2019	Legal	434.42.4200.423.30420	2,536.00
PROFESSIONAL SERVICE INDUSTRIES INC	00629922	06/19/2019	1197362	434.42.4200.423.30700	2,176.00
WENDEL ADG, LLC	351648	07/02/2019	600801	434.42.4200.423.30200	2,692.80
Fund: 434 - 2014 IMPROVEMENT FUND					746,677.80

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
B32 ENGINEERING GROUP, INC.	1120	06/19/2019	900-18-302	437.44.5900.737.30300	34.45
BARR ENGINEERING COMPANY	23191381.00-12	07/02/2019	2017-17	437.73.5900.737.30300	6,845.00
DCA TITLE	6/24/19	07/02/2019	LSS-6455 DOFFING AVENUE	437.44.5900.737.80100	510,734.28
MCNAMARA CONTRACTING INC	PAY VO. NO. 12	06/26/2019	CITY PROJECT NO. 2015-09D 20	437.44.5900.737.80300	19,914.06
WSB & ASSOCIATES, INC.	R-011626-000-15	06/19/2019	5/21/19	437.44.5900.737.30700	821.50
WSB & ASSOCIATES, INC.	R-013050-000-7	06/19/2019	5/21/19	437.44.5900.737.30700	12,846.50
Fund: 437 - 2017 IMPROVEMENT FUND					551,195.79
SRF CONSULTING GROUP, INC	10970.01-10	07/02/2019	2018-08	438.42.4200.423.30300	1,490.76
SRF CONSULTING GROUP, INC	10970.01-11	07/02/2019	6/28/19	438.42.4200.423.30300	5,703.70
Fund: 438 - 2018 IMPROVEMENT FUND					7,194.46
RANDY'S SANITATION INC.	2609978	07/02/2019	5/21/19	439.43.5500.446.40025	650.00
Fund: 439 - 2019 IMPROVEMENT FUND					650.00
AMERICAN ENGINEERING TESTING, INC.	906764	07/02/2019	INV001	440.74.5900.740.30340	485.00
AMERICAN ENGINEERING TESTING, INC.	906884	07/02/2019	INV001	440.74.5900.740.30340	1,130.50
BOLTON & MENK, INC.	0233783	07/02/2019	T18.117400	440.74.5900.740.30300	7,091.00
BOLTON & MENK, INC.	0233784	07/02/2019	T18.116599	440.74.5900.740.30300	2,458.50
KIMLEY-HORN & ASSOCIATES, INC.	13731839	07/02/2019	160509021.3	440.74.5900.740.30300	776.45
KIMLEY-HORN & ASSOCIATES, INC.	13847904	07/02/2019	160509027.3	440.74.5900.740.30300	1,311.75
KIMLEY-HORN & ASSOCIATES, INC.	14028042	07/02/2019	160509027.3	440.74.5900.740.30300	2,831.90
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 #1809D	06/19/2019	Legal	440.74.5900.740.30420	363.50
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 55th Str	06/19/2019	Legal	440.74.5900.740.30420	688.00
MCNAMARA CONTRACTING INC	PAY VO. NO. 6	06/28/2019	CITY PROJECT NO. 2016-09E	440.74.5900.740.80300	12,450.53
MCNAMARA CONTRACTING INC	PAY VO. NO. 11	06/26/2019	CITY PROJECT NO. 2015-09D 20	440.74.5900.740.80300	24,534.69
PARK CONSTRUCTION COMPANY	FINAL PAY VO. NO. 8	06/26/2019	CITY PROJECT NO. 2016-09D 20	440.74.5900.740.80300	18,553.99
Fund: 440 - PAVEMENT MANAGEMENT PROJ					72,675.81
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	441.74.5900.741.30550	3.85
GERTENS	46666/6	06/19/2019	103566	441.74.5900.741.40066	77.85
GERTENS	46750/6	06/19/2019	103566	441.74.5900.741.40066	77.85
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	441.74.5900.741.40020	742.61
GLACIAL RIDGE GROWERS, INC.	4665	06/19/2019	1999	441.74.5900.741.40066	575.05
Fund: 441 - STORM WATER MANAGEMENT					1,477.21
B&B ELECTRIC INC.	7251	06/19/2019	26128	444.74.5900.744.40047	9,346.00
HEINFRIED KOLKMANN	19-017	06/19/2019	5/31/19	444.74.5900.744.30700	4,500.00
Fund: 444 - PARK CAPITAL REPLACEMENT					13,846.00
BOLTON & MENK, INC.	0233786	07/02/2019	T18.113208	446.74.5900.746.30300	2,025.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 #1503-6	06/19/2019	Legal	446.74.5900.746.30420	6,571.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 #1513-lr	06/19/2019	Legal	446.74.5900.746.30420	648.50
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 #1608-R	06/19/2019	Legal	446.74.5900.746.30420	34.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 #1724 6	06/19/2019	Legal	446.74.5900.746.30420	17.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 #1803 -	06/19/2019	Legal	446.74.5900.746.30420	660.85
MAX STEININGER, INC.	PAY VO. NO. 8	06/26/2019	CITY PROJECT NO. 2017-03 2017	446.74.5900.746.80300	32,482.91
TOTAL CONSTRUCTION & EQUIP.	11333	06/26/2019	5019-3006	446.74.5900.746.30700	14,300.00
WSB & ASSOCIATES, INC.	R-012429-000-11	06/26/2019	6/14/19	446.74.5900.746.30300	35,560.25
WSB & ASSOCIATES, INC.	R-014154-000-1	07/02/2019	6/14/19	446.74.5900.746.30300	6,993.50
WSB & ASSOCIATES, INC.	0-001702-290-9	07/02/2019	6/24/19	446.74.5900.746.30300	318.00
Fund: 446 - NW AREA					99,611.01
BRKW APPRAISALS, INC.	7904	06/19/2019	6/4/19	449.45.3000.419.30700	3,800.00
DAKOTA CTY PROP TAXATION & RECORDS	2019 CITY PROP TAX PAY	06/19/2019	2019 CITY PROPERTY TAX PAYM	449.45.3000.419.30700	2,547.40
MAX STEININGER, INC.	5/1/19-5/31/19	06/19/2019	5/31/19	449.45.3000.419.30700	14,000.00
Fund: 449 - COMMUNITY PROPERTY					20,347.40
BARR ENGINEERING COMPANY	23190218.00-277	06/19/2019	4/26/19	451.75.5900.751.30700	10,221.00
BARR ENGINEERING COMPANY	23190218.00-278	06/19/2019	6/6/19	451.75.5900.751.30700	3,776.50
JOEL CARLSON	JULY 2019	07/02/2019	JULY 2019	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					14,997.50
JR'S APPLIANCE DISPOSAL	98073	06/26/2019	6/13/19	454.43.5500.446.40025	267.25
Fund: 454 - LANDFILL ABATEMENT					267.25
ABC RENTALS INC	266276	07/02/2019	225	501.50.7100.512.40050	226.29
ALL ABOUT EROSION CONTROL	6/24/19	07/02/2019	REFUND HYDRANT PERMIT #191	501.207.2070300	(5.34)
ALL ABOUT EROSION CONTROL	6/24/19	07/02/2019	REFUND HYDRANT PERMIT #191	501.50.0000.3813000	(75.00)
AUTOMATIC SYSTEMS CO.	33427S	07/02/2019	INVE01	501.50.7100.512.40040	469.80
AUTOMATIC SYSTEMS CO.	33428	07/02/2019	INVE01	501.50.7100.512.40040	281.40
BUDGET SANDBLASTING & PAINTING INC	62519	07/02/2019	6/25/19	501.50.7100.512.40040	1,880.00
COPELAND BUILDING	6/10/19	06/19/2019	REFUND HYDRANT PERMIT #191	501.207.2070300	(22.47)
COPELAND BUILDING	6/10/19	06/19/2019	REFUND HYDRANT PERMIT #191	501.50.0000.3813000	(315.33)
CORE & MAIN LP	K605535	06/19/2019	099872	501.50.7100.512.40043	945.00
CORE & MAIN LP	K600952	06/19/2019	099872	501.50.7100.512.40043	5,623.31
CORE & MAIN LP	K625435	06/19/2019	099872	501.50.7100.512.40043	480.00
CORE & MAIN LP	K673223	07/02/2019	099872	501.50.7100.512.75500	3,298.64
CORE & MAIN LP	K728659	07/02/2019	099872	501.50.7100.512.60016	487.67
CSS	9821	06/19/2019	6/3/19	501.50.7100.512.40043	487.88

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CSS	9843	07/02/2019	6/24/19	501.50.7100.512.40043	151.80
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	501.50.7100.512.30550	38.61
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	501.50.7100.512.40020	19,313.23
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-21906	07/02/2019	INVRGRV-2	501.50.7100.512.40020	7,202.05
GLENN LAWN CARE	1941	07/02/2019	0002	501.50.7100.512.30700	1,168.72
GOPHER STATE ONE-CALL	9050481	06/19/2019	MN00435	501.50.7100.512.30700	949.05
GRAINGER	9211261962	07/02/2019	806460150	501.50.7100.512.60040	283.26
JB CONTROLS, INC.	1861	07/02/2019	6/17/19	501.50.7100.512.40040	475.88
MIDWEST SAFETY COUNSELORS, INC.	IVC0057608	07/02/2019	6/6/19	501.50.7100.512.60016	179.24
MN DEPT OF LABOR & INDUSTRY	ABR0213124I	07/02/2019	000010761	501.50.7100.512.40040	10.00
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	501.207.2070200	2,963.59
MTI DISTRIBUTING CO	1215970-00	06/19/2019	91180	501.50.7100.512.40043	340.00
O' REILLY AUTO PARTS	1767-407278	07/02/2019	1578028	501.50.7100.512.60040	60.96
PINE BEND PAVING, INC.	19-9014	06/19/2019	5/31/19	501.50.7100.512.40046	1,926.90
SHAPCO PRINTING	243596-01	07/02/2019	0585	501.50.7100.512.50030	1,460.00
SHAPCO PRINTING	243596-01	07/02/2019	0585	501.50.7100.512.50032	6,200.00
TODD DOUGLAS EDINGER - RMR SERVICES LL	2019209	07/02/2019	MAY 2019	501.50.7100.512.30700	1,527.96
TODD DOUGLAS EDINGER - RMR SERVICES LL	2019210	07/02/2019	JUNE 2019	501.50.7100.512.30700	1,557.20
UPS	000027914A239	07/02/2019	27914A	501.50.7100.512.60016	22.34
VESSCO INC	76691	06/19/2019	13641	501.50.7100.512.40040	886.97
WATER TOWER CLEAN & COAT INC	WT78294	07/02/2019	6/12/19	501.50.7100.512.40040	8,800.00
WOLSELEY INVESTMENTS, INC.	0141273	07/02/2019	54323	501.50.7100.512.40043	322.80
Fund: 501 - WATER UTILITY FUND					69,602.41
CAT-PERSONAL SAFETY TRAINING	5/20/19 #2	07/02/2019	5/20/19	502.51.7200.514.60045	950.00
FLEXIBLE PIPE TOOL COMPANY	23831	07/02/2019	6/24/19	502.51.7200.514.40042	107.50
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	502.51.7200.514.30550	21.25
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	502.51.7200.514.40020	479.87
METROPOLITAN COUNCIL	0001096928	06/19/2019	5084	502.51.7200.514.40015	163,794.63
MN GLOVE & SAFETY, INC.	316330	06/19/2019	CTINVE	502.51.7200.514.60045	89.98
VISU-SEWER INC	30329	06/19/2019	2021	502.51.7200.514.40043	9,937.50
ZIEGLER INC	A7067103	07/02/2019	4069900	502.51.7200.514.40050	50.00
ZIEGLER INC	A70671021	07/02/2019	4069900	502.51.7200.514.40050	(50.00)
ZIEGLER INC	A70671031	07/02/2019	4069900	502.51.7200.514.40050	(50.00)
Fund: 502 - SEWER UTILITY FUND					175,330.73
ARTISAN BEER COMPANY	3349495	06/19/2019	125656	503.52.8300.524.76150	636.90
ARTISAN BEER COMPANY	3352716	07/02/2019	125656	503.52.8300.524.76150	636.90
BREAKTHRU BEVERAGE MINNESOTA	1080978628	06/19/2019	102294	503.52.8300.524.76150	515.49
BREAKTHRU BEVERAGE MINNESOTA	1091010220	06/19/2019	102294	503.52.8300.524.76150	321.50
BREAKTHRU BEVERAGE MINNESOTA	1080981875	06/26/2019	102294	503.52.8300.524.76150	283.50
BREAKTHRU BEVERAGE MINNESOTA	1091013282	06/19/2019	102294	503.52.8300.524.76150	610.00
BREAKTHRU BEVERAGE MINNESOTA	1080985302	06/26/2019	102294	503.52.8300.524.76150	155.05
BREAKTHRU BEVERAGE MINNESOTA	1091016188	06/26/2019	102294	503.52.8300.524.76150	461.90
BREAKTHRU BEVERAGE MINNESOTA	109106188	06/26/2019	102294	503.52.8300.524.76150	461.90
COCA COLA BOTTLING COMPANY	3607206010	06/19/2019	6/5/19	503.52.8300.524.76100	1,062.75
COCA COLA BOTTLING COMPANY	3607206045	06/26/2019	6/12/19	503.52.8300.524.76100	1,184.31
COCA COLA BOTTLING COMPANY	3607206046	06/26/2019	6/12/19	503.52.8300.524.76100	(150.00)
COCA COLA BOTTLING COMPANY	3630200697	07/02/2019	6/19/19	503.52.8300.524.76100	743.45
COCA COLA BOTTLING COMPANY	3630200698	07/02/2019	6/19/19	503.52.8300.524.76100	(75.00)
COLLEGE CITY BEVERAGE	611-1078	06/19/2019	3592	503.52.8300.524.76150	354.70
COLLEGE CITY BEVERAGE	611-1189	06/19/2019	3592	503.52.8300.524.76150	380.00
COLLEGE CITY BEVERAGE	611-1269	06/26/2019	3592	503.52.8300.524.76150	294.20
COLLEGE CITY BEVERAGE	611-1340	07/02/2019	3592	503.52.8300.524.76150	531.30
DRAFT TECHNOLOGIES	06031904	06/19/2019	6/3/19	503.52.8300.524.40042	55.00
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	503.52.8000.521.30550	11.20
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	503.52.8600.527.30550	25.90
GERTENS	458660/1	06/19/2019	100464	503.52.8600.527.60020	301.94
GERTENS	46361/6	06/19/2019	100464	503.52.8600.527.60020	8.57
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	503.52.8600.527.40020	83.42
HEGGIES PIZZA	200793610	06/26/2019	C224	503.52.8300.524.76050	43.30
JJ TAYLOR DIST. COMPANY OF MN	2984384	06/19/2019	00834	503.52.8300.524.76150	845.40
JJ TAYLOR DIST. COMPANY OF MN	2991487	06/26/2019	00834	503.52.8300.524.76150	295.00
JJ TAYLOR DIST. COMPANY OF MN	2991510	06/26/2019	00834	503.52.8300.524.76150	379.00
JOHNSON BROTHERS LIQUOR COMPANY INC.	3348006	06/19/2019	125656	503.52.8300.524.76150	600.00
JOHNSON BROTHERS LIQUOR COMPANY INC.	3351010	06/21/2019	125656	503.52.8300.524.76150	600.00
M. AMUNDSON LLP	281680	06/26/2019	902858	503.52.8300.524.76050	327.04
M. AMUNDSON LLP	282113	07/02/2019	902858	503.52.8300.524.76050	161.29
MADISON NATIONAL LIFE INSURANCE COMPA	1345837	06/19/2019	GROUP 012439	503.52.8000.521.20630	(43.21)
MANSFIELD OIL COMPANY	21289276	06/26/2019	24129	503.52.8400.525.60021	1,054.81
MANSFIELD OIL COMPANY	21314154	06/19/2019	24129	503.52.8400.525.60021	1,249.13
MANSFIELD OIL COMPANY	21334651	06/26/2019	24129	503.52.8400.525.60021	1,178.10
MID STATE PLUMBING & HEATING, INC.	90469	07/02/2019	5/31/19	503.52.8500.526.40040	609.00
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	503.207.2070300	16,682.74
MTI DISTRIBUTING CO	1211021-01	06/19/2019	402307	503.52.8600.527.40042	18.65
MTI DISTRIBUTING CO	1212420-00	06/19/2019	402307	503.52.8600.527.40042	471.07
MTI DISTRIBUTING CO	1162222-00	06/19/2019	402307	503.52.8600.527.60008	390.00
MTI DISTRIBUTING CO	1212242-00	06/19/2019	402307	503.52.8600.527.60008	527.70
MTI DISTRIBUTING CO	1214799-00	06/26/2019	402307	503.52.8600.527.60008	48.09

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	1216735-00	06/26/2019	402307	503.52.8600.527.60008	89.06
MTI DISTRIBUTING CO	2126758-00	07/02/2019	402307	503.52.8600.527.60008	91.05
PHILLIPS WINE & SPIRITS	2561546	06/19/2019	125656	503.52.8300.524.76150	214.10
PHILLIPS WINE & SPIRITS	2572345	07/02/2019	125656	503.52.8300.524.76150	59.30
SUPERIOR TURF SERVICES INC	15861	06/19/2019	5/20/19	503.52.8600.527.60035	1,085.71
SUPERIOR TURF SERVICES INC	15954	06/19/2019	6/3/19	503.52.8600.527.60030	708.95
SUPERIOR TURF SERVICES INC	15955	06/19/2019	6/3/19	503.52.8600.527.60035	285.79
US FOODSERVICE	4384945	06/19/2019	03805983	503.52.8300.524.60065	89.75
US FOODSERVICE	4384945	06/19/2019	03805983	503.52.8300.524.76050	940.72
US FOODSERVICE	4384945	06/19/2019	03805983	503.52.8300.524.76100	74.89
US FOODSERVICE	4469977	06/19/2019	03805983	503.52.8300.524.60065	316.55
US FOODSERVICE	4469977	06/19/2019	03805983	503.52.8300.524.76050	965.00
US FOODSERVICE	4469977	06/19/2019	03805983	503.52.8300.524.76100	212.89
US FOODSERVICE	4602138	06/26/2019	03805983	503.52.8300.524.60065	122.93
US FOODSERVICE	4602138	06/26/2019	03805983	503.52.8300.524.76050	1,109.46
US FOODSERVICE	4602138	06/26/2019	03805983	503.52.8300.524.76100	247.72
US FOODSERVICE	4735532	07/02/2019	03805983	503.52.8300.524.60065	46.64
US FOODSERVICE	4735532	07/02/2019	03805983	503.52.8300.524.76050	993.41
US FOODSERVICE	4735532	07/02/2019	03805983	503.52.8300.524.76100	4.21
Fund: 503 - INVER WOOD GOLF COURSE					41,993.62
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	602.00.2100.415.30550	2.11
HEPPNER'S AUTO BODY	44709	06/26/2019	6/11/19	602.00.2100.415.40048	9,900.25
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Rauschr	06/19/2019	Legal	602.00.2100.415.30420	180.00
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	602.00.2100.415.40048	14.11
Fund: 602 - RISK MANAGEMENT					10,096.47
ADVANCED GRAPHIX, INC.	201351	07/02/2019	3/11/19	603.00.5300.444.40041	47.00
ADVANCED GRAPHIX, INC.	202101	07/02/2019	6/21/19	603.00.5300.444.80700	323.60
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004241196	06/19/2019	14649	603.140.1450050	366.86
ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004243477	07/02/2019	14649	603.140.1450050	94.82
ARROW PEST CONTROL	5/30/19	06/19/2019	5/30/19	603.00.5300.444.40040	68.00
BATTERIES PLUS-WSP	P14889005	06/19/2019	C-1034	603.00.5300.444.40041	8.97
CAT-PERSONAL SAFETY TRAINING	5/20/19	07/02/2019	5/20/19	603.00.5300.444.60045	375.00
CFA SOFTWARE INC	14116	07/02/2019	9845	603.00.5300.444.40042	2,995.00
ELECTRIC FIRE & SECURITY	16363	07/02/2019	CIT800	603.00.5300.444.40040	808.25
EMERGENCY APPARATUS MAINTENANCE	106511	07/02/2019	5/17/19	603.00.5300.444.40041	305.64
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL042919-23	07/02/2019	4/30/19	603.00.5300.444.40041	98.53
EMERGENCY AUTOMOTIVE TECHNOLOGIES	DL060419-23	07/02/2019	6/10/19	603.00.5300.444.40041	290.00
EVEREST EMERGENCY VEHICLES, INC.	W02338	06/19/2019	INV001	603.00.5300.444.80700	7,368.67
FACTORY MOTOR PARTS COMPANY	1-218442	06/19/2019	10799	603.140.1450050	125.27
FACTORY MOTOR PARTS COMPANY	1-Z18443	06/19/2019	10799	603.00.5300.444.40041	266.76
FACTORY MOTOR PARTS COMPANY	1-Z18444	06/19/2019	10799	603.00.5300.444.40041	(31.50)
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	603.00.5300.444.30550	9.44
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-11906	07/02/2019	INVRGRV-1	603.00.5300.444.40020	1,961.07
HOSE / CONVEYORS INC	00080933	07/02/2019	CIT300	603.00.5300.444.40040	214.81
HOSE / CONVEYORS INC	00081083	07/02/2019	CIT300	603.00.5300.444.40041	133.04
HOTSY EQUIPMENT OF MINNESOTA	63684	07/02/2019	IG07557	603.00.5300.444.40040	173.25
INNOVATIVE OFFICE SOLUTIONS	DP-SO-2546067	07/02/2019	S28777	603.00.5300.444.60040	139.91
INVER GROVE FORD	5271317	06/19/2019	5/28/19	603.00.5300.444.40041	30.27
INVER GROVE FORD	5271953	07/02/2019	6/7/19	603.00.5300.444.40041	189.58
INVER GROVE FORD	5271954	07/02/2019	6/7/19	603.00.5300.444.40041	17.43
INVER GROVE FORD	5271970	07/02/2019	6/7/19	603.00.5300.444.40041	152.19
INVER GROVE FORD	5271971	07/02/2019	6/7/19	603.00.5300.444.40041	(17.43)
INVER GROVE FORD	5272025	07/02/2019	6/10/19	603.00.5300.444.40041	52.36
I-STATE TRUCK CENTER	C242589981:01	06/19/2019	13468	603.00.5300.444.40041	46.98
LITTLE FALLS MACHINE INC	355592	07/02/2019	INVER	603.00.5300.444.40041	1,763.62
MACQUEEN EMERGENCY GROUP	p02166	06/19/2019	INVER003	603.00.5300.444.40041	341.65
MANSFIELD OIL COMPANY	21322816	06/19/2019	23866	603.140.1450060	5,063.73
MANSFIELD OIL COMPANY	476525	06/19/2019	23866-02-476525	603.140.1450060	9,421.89
MANSFIELD OIL COMPANY	476528	06/19/2019	23866-01-476528	603.140.1450060	5,142.50
MANSFIELD OIL COMPANY	476790	06/19/2019	23866-01-476790	603.140.1450060	965.95
MID CITY SERVICES, INC.	104157	06/19/2019	5/24/19	603.00.5300.444.40065	48.00
MID CITY SERVICES, INC.	105607	06/19/2019	6/7/19	603.00.5300.444.60045	48.00
MIDWAY FORD	122186	06/19/2019	5/29/19	603.00.5300.444.80700	36,788.91
MN DEPT OF LABOR & INDUSTRY	ABR0213280I	07/02/2019	00000012982	603.00.5300.444.50070	10.00
MN DEPT OF REVENUE	MAY 2019	06/21/2019	MAY 2019 PETRO TAX	603.00.5300.444.60021	428.36
MTI DISTRIBUTING CO	1209324-00 B	06/19/2019	91180	603.00.5300.444.40041	3.00
NORTH AMERICAN TRAILER SALES	0304144310	07/02/2019	10095	603.00.5300.444.60012	40.29
O' REILLY AUTO PARTS	1767-401113	06/26/2019	1578028	603.00.5300.444.60012	37.88
O' REILLY AUTO PARTS	1767-402040	06/19/2019	1578028	603.140.1450050	98.85
O' REILLY AUTO PARTS	1767-402207	06/19/2019	1578028	603.140.1450050	97.16
O' REILLY AUTO PARTS	1767-402236	06/19/2019	1578028	603.00.5300.444.40041	47.88
O' REILLY AUTO PARTS	1767-402700	06/19/2019	1578028	603.140.1450050	35.00
O' REILLY AUTO PARTS	1767-402716	06/19/2019	1578028	603.140.1450050	4.22
O' REILLY AUTO PARTS	1767-402719	06/19/2019	1578028	603.140.1450050	12.66
O' REILLY AUTO PARTS	1767-403429	06/19/2019	1578028	603.00.5300.444.40041	231.32
O' REILLY AUTO PARTS	1767-403434	06/26/2019	1578028	603.00.5300.444.40041	32.36
O' REILLY AUTO PARTS	1767-403503	06/26/2019	1578028	603.140.1450050	49.62
O' REILLY AUTO PARTS	1767-403994	06/26/2019	1578028	603.00.5300.444.40041	35.72

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O' REILLY AUTO PARTS	1767-404162	06/26/2019	1578028	603.00.5300.444.40041	17.34
O' REILLY AUTO PARTS	1767-05045	06/26/2019	1578028	603.00.5300.444.40041	8.58
O' REILLY AUTO PARTS	1767-405565	06/26/2019	1578028	603.140.1450050	47.40
O' REILLY AUTO PARTS	1767-406040	06/26/2019	1578028	603.00.5300.444.40041	6.52
O' REILLY AUTO PARTS	1767-403557	06/26/2019	1578028	603.00.5300.444.40041	(32.36)
O' REILLY AUTO PARTS	1767-405062	06/26/2019	1578028	603.00.5300.444.40041	(8.58)
PERFECTION PLUS, INC	1129294	07/02/2019	6/1/19	603.00.5300.444.40040	442.00
POMP'S TIRE SERVICE, INC.	980059156	06/19/2019	4502557	603.00.5300.444.60014	506.84
POMP'S TIRE SERVICE, INC.	980059273	06/19/2019	4502557	603.00.5300.444.60014	120.00
POMP'S TIRE SERVICE, INC.	980059293	06/19/2019	4502557	603.00.5300.444.60014	50.00
POMP'S TIRE SERVICE, INC.	980059638	07/02/2019	4502557	603.00.5300.444.60014	510.12
SWEEPER SERVICES	19077	06/19/2019	5/24/19	603.00.5300.444.40041	672.96
TOWMASTER TRAILERS INC	416354	06/19/2019	2946	603.00.5300.444.40041	316.83
TRI-STATE BOBCAT INC.	S24903	06/19/2019	16312	603.00.5300.444.80800	36,000.00
TRI-STATE BOBCAT INC.	S24904	06/19/2019	16312	603.00.5300.444.80800	31,977.00
TRI-STATE BOBCAT INC.	P14305	07/02/2019	16312	603.00.5300.444.40041	45.52
TRUCK UTILITIES, INC.	5339295	06/26/2019	000154	603.00.5300.444.80700	29,315.00
UNIFIRST CORPORATION	090 0461493	07/02/2019	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0461493	07/02/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0485294	06/19/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0485294	06/19/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0486622	06/19/2019	1051948	603.00.5300.444.40065	177.10
UNIFIRST CORPORATION	090 0486622	06/19/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0487936	06/19/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0487936	06/19/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0489265	07/02/2019	1051948	603.00.5300.444.40065	168.72
UNIFIRST CORPORATION	090 0489265	07/02/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0450973	07/02/2019	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0450973	07/02/2019	1051948	603.00.5300.444.60045	33.50
WORLD FUEL SERVICES	97455400920-41801	07/02/2019	38679B	603.00.5300.444.40041	138.10
WORLD FUEL SERVICES	98157722651-41801	07/02/2019	112741	603.140.1450050	681.99
ZIEGLER INC	SW000216244	06/19/2019	4069900	603.00.5300.444.40041	592.43
Fund: 603 - CENTRAL EQUIPMENT					179,994.25
INNOVATIVE OFFICE SOLUTIONS	SUM-047600	06/19/2019	S28777	604.00.2200.416.60005	784.80
INNOVATIVE OFFICE SOLUTIONS	SUM-047600	06/19/2019	S28777	604.00.2200.416.60010	2,772.12
NEOPOST USA INC	15765991	07/02/2019	2200	604.00.2200.416.60010	20.00
US BANK EQUIPMENT FINANCE, INC.	386212153	06/26/2019	923425	604.00.2200.416.40050	2,810.50
Fund: 604 - CENTRAL STORES					6,387.42
AEP ONSITE PARTNERS, LLC	419-21190873	07/02/2019	6/6/19	605.00.7500.460.40020	2,803.49
ELECTRIC FIRE & SECURITY	15967	06/19/2019	CIT800	605.00.7500.460.50055	279.55
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	605.00.7500.460.30550	3.50
GERTENS	48136/6	07/02/2019	103566	605.00.7500.460.60016	189.50
GERTENS	48141/6	07/02/2019	103566	605.00.7500.460.60016	189.50
GERTENS	48149/6	07/02/2019	103566	605.00.7500.460.60016	189.50
HORWITZ NS/I	J030482	07/02/2019	CTYOFIGH	605.00.7500.460.40040	8,800.00
HUEBSCH SERVICES	4294993	06/19/2019	100075	605.00.7500.460.40065	120.52
HUEBSCH SERVICES	4303681	07/02/2019	100075	605.00.7500.460.40065	120.52
HUEBSCH SERVICES	4311863	07/02/2019	92965	605.00.7500.460.40065	120.52
LONE OAK COMPANIES	82142	06/19/2019	5/30/19	605.00.7500.460.50035	477.73
LONE OAK COMPANIES	6/3/19	06/19/2019	UTILITY POSTAGE MAILING	605.00.7500.460.50035	1,550.00
PERFECTION PLUS, INC	1129294	07/02/2019	6/1/19	605.00.7500.460.40040	4,512.08
Fund: 605 - CITY FACILITIES					19,356.41
CDW GOVERNMENT INC	SPH4678	06/26/2019	2394832	606.00.1400.413.60041	1,448.77
CDW GOVERNMENT INC	SPZ1448	06/26/2019	2394832	606.00.1400.413.60041	1,642.47
CDW GOVERNMENT INC	SQF5102	06/26/2019	2394832	606.00.1400.413.60041	424.56
CDW GOVERNMENT INC	SRF0573	06/26/2019	2394832	606.00.1400.413.50070	13,296.72
CDW GOVERNMENT INC	SRH3693	06/26/2019	2394832	606.00.1400.413.60041	27.12
GENESIS EMPLOYEE BENEFITS, INC	IN1530574	06/19/2019	Payroll	606.00.1400.413.30550	16.80
LVC COMPANIES, INC.	10795	06/19/2019	1864592	606.00.1400.413.60041	7,794.76
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	606.00.1400.413.50065	0.09
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	606.00.1400.413.60010	2.10
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	606.00.1400.413.60040	0.03
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	606.00.1400.413.60041	27.85
MN DEPT OF REVENUE	May - 19	06/20/2019	Taxes	606.00.1400.413.60065	0.01
OFFICE OF MN. IT SERVICES	DV19050485	06/26/2019	200B00171	606.00.1400.413.30700	310.00
TDS METROCOM	6/13/19 651 457 7490	06/26/2019	651	606.00.1400.413.50020	348.76
WORKS COMPUTING, INC.	31379	06/26/2019	INVER	606.00.1400.413.30700	13,662.50
Fund: 606 - TECHNOLOGY FUND					39,002.54
ALAN BEBEL	6/7/19	06/19/2019	ESCROW RELEASE - 11815 RIC	702.229.2297802	1,500.00
ALL ABOUT EROSION CONTROL	6/24/19	07/02/2019	REFUND HYDRANT PERMIT #191	702.229.2294300	1,500.00
BARR ENGINEERING COMPANY	23190328.18-14	07/02/2019	2018 PROJECT REVIEWS	702.229.2296902	1,625.00
BARR ENGINEERING COMPANY	23190328.19-3	07/02/2019	2019 PROJECT REVIEWS AND S	702.229.2302702	600.00
BEREAN BAPTIST CHURCH	6/12/19	06/26/2019	ESCROW REFUND	702.229.2299902	979.87
BOLTON & MENK, INC.	0233787	07/02/2019	T18.118702	702.229.2282003	3,196.50
COPELAND BUILDING	6/10/19	06/19/2019	REFUND HYDRANT PERMIT #191	702.229.2294300	1,000.00
DAKOTA CTY DISTRICT COURT	19WSCR1933141	06/19/2019	KEVIN JOEL PATTON	702.229.2291000	300.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAKOTA CTY DISTRICT COURT	200851383	06/19/2019	PETTY CASH REQUEST	702.229.2291000	600.00
EHLERS AND ASSOCIATES, INC.	80424	06/26/2019	6/10/19	702.229.2309402	306.25
EXECUTIVE TITLE OF MN, LLC-TRUST ACCOUNT	6/13/19	06/26/2019	ESCROW REDUCTION 8879 ALVI	702.229.2307602	9,000.00
GUPTA, SAKET	6/20/19	07/02/2019	ESCROW RELEASE 8879 ALVER	702.229.2307502	1,160.54
JOHN R. AND GINA M. SOMERS	5/29/19	06/19/2019	9446 ALADIN TRAIL ESCROW RE	702.229.2299102	1,252.00
JOHN R. AND GINA M. SOMERS	5/29/19 B	06/19/2019	9446 ESCROW REDUCTION	702.229.2302002	9,000.00
KATH FUEL SERVICE CO.	6/12/19	06/26/2019	ESCROW BALANCE REFUND	702.229.2298802	461.50
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Scenic	06/19/2019	Legal	702.229.2284602	6,094.52
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Best Fri	06/19/2019	Legal	702.229.2301702	355.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Calton a	06/19/2019	Legal	702.229.2282203	167.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 CHS Pa	06/19/2019	Legal	702.229.2297701	655.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Forfeitur	06/19/2019	Legal	702.229.2291000	84.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Forfeitur	06/19/2019	Legal	702.229.2291000	28.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Holiday	06/19/2019	Legal	702.229.2293402	152.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 IGH Bre	06/19/2019	Legal	702.229.2300302	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Schowal	06/19/2019	Legal	702.229.2307302	68.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 STOR S	06/19/2019	Legal	702.229.2296902	1,689.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Thao (	5 06/19/2019	Legal	702.229.2303902	249.00
LEVANDER, GILLEN & MILLER P.A.	81000E 5/31/2019 Tim Johi	06/19/2019	Legal	702.229.2308102	66.00
NORTHERN SERVICE CENTER	19WSCR1921411	06/19/2019	5019-3006	702.229.2291000	500.00
Fund: 702 - ESCROW FUND					42,633.18
Grand Total					2,771,757.97

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

Meeting Date: July 8, 2019
 Item Type: Consent
 Contact: Nicole Cook: 651-450-2491
 Prepared by: Nicole Cook, Rental and Code
 Compliance Coordinator
 Reviewed by: Dennis Haugland, Commander

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City Council is to consider approval of one (1) rental license.

BACKGROUND

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

ANALYSIS

The following rental license application has been submitted:

- LAURA LONGEN; MANAGER: 4930 ASHLEY LANE,
AVANA SOUTHVIEW

The above application has been found to be complete. The application includes the necessary fee payment and the BCA background checks. The Inver Grove Heights Police Chief/Designee has also reviewed the license application.

RECOMMENDATIONS

Staff and the Police Chief/Designee recommend approval of the license listed above.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

Meeting Date: July 8, 2019
 Item Type: Consent
 Contact: Shannon Battles, 651-450-2488
 Prepared by: Shannon Battles, Interim Finance Director
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve the resolution making an election not to waive the statutory tort limit for liability insurance purposes.

SUMMARY

The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires City Council to make an annual election to waive or not waive statutory tort limits. The City has never waived the tort limit. The attached resolution merely confirms current practice for the City and is in conformance with the majority of Minnesota cities.

Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence. The City's current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes. LMCIT does allow cities to waive those limits if they so choose. Since cities have a choice to waive or not to waive LMCIT requires cities to make the election annually.

I recommend that the Council adopt the attached resolution making an election not to waive the statutory tort limit for liability insurance purposes.

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

RESOLUTION NO. _____

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT
LIMITS FOR LIABILITY INSURANCE PURPOSES**

WHEREAS, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

WHEREAS, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$500,000 per claimant and \$1,500,000 per occurrence; and

WHEREAS, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, LMCIT allows the City an option to waive those limits; and

WHEREAS, LMCIT has asked the City to make the election annually with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

Adopted by the City of Inver Grove Heights this 8th day of July 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Joe Lynch, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License for Jennifer Miller at Inver Grove Chiropractic, 2940 65th Street E.

Meeting Date: July 8, 2019
 Item Type: Consent
 Prepared by: Michelle Calvert
 Reviewed by: Joe Lynch
 Contact: 651-450-2464

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of an individual massage therapist license for Jennifer Miller at Inver Grove Chiropractic, 2940 65th Street E.

SUMMARY:

An application has been submitted by Jennifer Miller for an individual therapeutic massage license.

Ms. Miller paid the appropriate fees and provided insurance documentation as required by City Code. Ms. Miller completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization.

A background investigation on the applicant revealed no basis for the denial of the request.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Amendment for Professional Services Contract with WSB Inc. for the Heritage Village Park Project – City Project 2017-07

Meeting Date: July 8, 2019
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by:

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

PURPOSE/ACTION REQUESTED

It is recommended that the Council approve a contract amendment with WSB Inc. for the Heritage Village Park Project to assist the city with contract administration and construction observation. The amendment is in the amount not to exceed \$49,000. The project is funded by grants from the State of MN, Dakota County ELF Funds, and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

On October 22, 2018 the City entered into a contract with WSB Inc. for professional services related to Phase II development of Heritage Village Park in the amount of \$110,000 which included design development, plans and specifications, and bidding. With the approval of a construction contract with Dahn Construction Inc. it is recommended that the Council approve an amendment to the contract with WSB Inc. in an amount not to exceed \$49,000 for construction administration and observation.

**WSB
WSB PROJECT NO. 13050
HERITAGE VILLAGE PARK PHASE 2 PARK DEVELOPMENT
AMENDMENT NO. 2**

THIS AMENDMENT is made and entered into this 8 day of July 2019, by and between WSB ("Consultant") with offices at 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416 and the City of Inver Grove Heights ("Client"), with offices at 8055 Barbara Avenue East, Inver Grove Heights for the following project: Heritage Village Park Phase 2 Development ("Project").

RECITALS

Consultant and Client have entered into a Professional Services Agreement signed October 23, 2018, and, in connection with the Project;

NOW THEREFORE; in consideration of the mutual covenants and conditions contained herein, the parties do mutually agree to amend the Professional Services Agreement as follows:

EXHIBIT B: SCOPE OF WORK

The original project scope of work included preparation of design development and final construction plans for the Phase 2 development of the site. The additional or modified scope of work includes Construction Administration, Inspection and Testing services to include the following:

- A. Construction Administration: Undertake project management and administration of the construction to include periodic observation of the construction progress and adherence to design intent as described and illustrated in construction documents to include:
 - i. Facilitation of pre-construction meeting with the contractor and city to review the project elements, clearly define the city's expectations as to the quality of the construction, administration process, and schedule.
 - ii. Administration of contract, including preparation of contract forms, change orders, substantial completion form and payment applications, along with review of shop drawings and test results.
 - iii. Limited site construction progress and observation meetings on a periodic basis (anticipated 8-week construction period) to include up to eight (8) site progress meetings, one (1) substantial completion meeting, one (1) final punch list review meeting, and one (1) warranty review meeting. All meetings will include progress meeting notes and follow-up documents.
- B. Construction Inspection and Testing Services: Undertake construction inspection and testing services for certain portions of the construction, such as the installation of utilities, pavements and structures, to include construction materials testing. WSB has included a preliminary assumption of 15 hours per week for a 6-week construction period.
 - i. WSB will provide environmental compliance which includes a certified Environmental Compliance Specialist to work with the project team to develop a customized SWPPP for the project in Inver Grove Heights, Minnesota.
 - ii. WSB will provide a full-time observer and an engineering technician to be on-site as needed for testing, inspections and observations during the project to provide experience and knowledge regarding proper construction techniques that meet all the necessary

standards. This will ensure all documentation is completed to the requirements of State Aid standards.

- iii. WSB will also include preparing and certifying all monthly pay vouchers and confirming labor compliance requirements are being met by conducting payroll reviews and random interviews on site by the field inspector, prior to forwarding them on to the City for processing.
- iv. WSB will review all shop drawings, material and suppliers for compliance with the plans and specifications by our design support staff.

EXHIBIT C: COMPENSATION

The compensation for the additional services as outlined above will be as follows:

- a. Construction Administration: \$14,000
 - b. Construction Inspection: \$30,000
 - c. Materials Testing: \$5,000
- Total: \$49,000

The new total contract value is now \$159,000.00

IN WITNESS WHEREOF; the authorized representatives of the parties hereto have executed this Amendment effective on the date first set forth above.

WSB

By: _____

Name: _____

Title: _____

CITY OF INVER GROVE HEIGHTS

By:  _____

Name: ERIC CARLSON

Title: PARK & RECREATION DIRECTOR

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order #1 to – Heritage Village Park Phase II – City Project 2017-07

Meeting Date: July 8, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve Change Order #1 to Dahn Construction Inc in a deduct amount of (\$280,800.00). The project is funded by grants from the State of MN, Dakota County ELF Funds, and the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City awarded a contract to Dahn Construction Inc. on June 24, 2019 in the amount of \$1,573,149.30. Change Order #1 is to change the anticipated volume of common borrow material from the original estimate of 44,000 cy to 25,000 cy and to change the price from \$9.70/cy to \$5.84/cy for the first 25,000 cy and \$8.96/cy for any amount thereafter. The contract will pay for the actual volume installed.

The contract with Dahn Construction Inc. is as follows:

Dahn Construction Inc.	\$1,573,149.30
Change Order #1	(\$280,800.00)
Total	\$1,292,349.30

The overall project costs are as follows:

WSB – Preparation of Plans & Specifications	\$110,000	Design and Engineering
Braun Intertec – Environmental Coordination	\$28,400	Environmental Engineering
WSB – Construction Observation and Administration	\$49,000	Construction observation and administration
Construction Contract with Dahn Construction Inc.	\$1,573,149	Phase II contract
Change Order #1	(\$280,800)	Estimated volume and price deduct
Construction Contingency	\$106,750	
Total	\$1,586,499	

Contract Summary Sheet

Contract Change Order #1 for:

HVP Phase 2 Development
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Distribution To:

☐ Owner ☐ Field
☐ Consultant ☐ Other
☐ Contractor

To (Contractor):

Dahn Construction Co., Inc
13135 Doyle Path
Rosemount, MN 55068

Date: 1-Jul-19

Consultants Project: #13050

CHANGES TO THE CONTRACT

(The contractor shall make the following changes to the contract)

#	DESCRIPTION	ADD	DEDUCT
CO1.1	Import Granular Borrow: This item is being modified from the specified granular borrow to suitable common borrow with a reduced unit price cost, per Owner approval. Original base bid of 44,000 cy at \$9.70/cy = \$426,800 is modified according to the following: 25K cy @ \$5.84/cy = \$146,000 (NOTE: additional soil beyond 25k cy to be determined as needed and priced at \$8.96/cy)		280,800.00
TOTAL CHANGE ORDER ADDS AND DEDUCTS:		-	280,800.00
NET CHANGE ORDER TOTAL:		(\$280,800.00)	

Contract Summary to Date	
Original Base Bid Contract Sum:	1,573,149.30
Previously Authorized Change Orders:	-
Net Change of this Change Order:	(280,800.00)
Total Contract Sum (Including all Change Orders to Date):	\$1,292,349.30

Consultant:

WSB
701 Xenia Ave. South - Suite 300
Minneapolis, MN 55416

Signature

Date

Contractor:

Dahn Construction Co., Inc
13135 Doyle Path
Rosemount, MN 55068

Signature

Date

Owner:

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

Signature

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Center City Housing – Case No. 18-19SZP

Meeting Date: July 8, 2019
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Approve a Resolution relating to the Improvement Agreement, Storm Water Facilities Maintenance Agreement and other agreements for the Cahill Place apartments located at 6070 Cahill Avenue.

- Requires 3/5th's vote

SUMMARY

The City Council approved the rezoning and development plans for the project on May 29, 2018. One of the conditions of approval is that an improvement agreement, storm water agreement and other agreements be approved before construction could begin. Drafting of the agreements were delayed until the Xcel pipeline and easement were removed from the property. Both of these events have occurred and the agreements are now ready for Council action.

Staff and the City Attorney have worked with the applicant on drafting the documents. The project is expected to begin this summer/fall. The documents address all items and conditions of the plat approval.

RECOMMENDATION: Planning and Engineering Staff find the agreement acceptable as presented.

Attachments: Resolution approving the agreement
Improvement Agreement
Storm water maintenance agreement
Retaining Wall maintenance agreement
Agreement relating to landowner improvements within City easement
Release and Indemnification agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE IMPROVEMENT AGREEMENT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR THE
PLAT OF CAHILL PLACE

CASE NO. 18-19SZP
(Center City Housing)

WHEREAS, a Final Plat and Plans were approved by the City Council on May 29, 2018;

WHEREAS, a condition of approval required an Improvement Agreement be approved
by the City Council;

WHEREAS, the Improvement Agreement and agreements were not drafted at time of
final plat approval, but have now been drafted and negotiated with the applicant;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE
HEIGHTS that, the Improvement Agreement, Storm Water Facilities Maintenance Agreement,
and related agreements for the plat of Cahill Place 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 8th day of July, 2019.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Joseph Lynch, Interim Deputy Clerk

**IMPROVEMENT AGREEMENT FOR
LOT 2, BLOCK 1, CAHILL PLACE,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR LOT 2, BLOCK 1, CAHILL PLACE,
INVER GROVE HEIGHTS, MN**

THIS IMPROVEMENT AGREEMENT (Agreement) is made and entered into on the 8th day of July, 2019, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer and Owner identified herein.

RECITALS:

WHEREAS, the Developer has received approval of the Plat of Cahill Place and Developer will record the Plat with Dakota County;

WHEREAS, the Developer has applied to the City for approval of the Development Plans associated with Lot 2, Block 1, Cahill Place.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of sewer and water service lines, storm water facilities and associated landscaping and vegetation.

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

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

WHEREAS, the Developer has filed four (4) complete sets of the Development Plans with the City.

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **Developer.** "Developer" means Cahill Place, LLLP, a Minnesota limited liability limited partnership, and its successors and assigns.

1.4 **Owner.** "Owner" means Cahill Place, LLLP, a Minnesota limited liability limited partnership, and its successors and assigns.

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

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation

- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements

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

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

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

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

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

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

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;

- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of the Developer Warranties.

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

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

- A. **Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. **No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. **Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. **Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation,

permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.

- E. **No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.
- The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.
- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title/Ownership Interest.** Cahill Place, LLLP, a Minnesota limited liability limited partnership, owns fee title to the Subject Property.

- J. **Plat Compliance.** To Developer's best knowledge, the Plat of Cahill Place and the Development Plans comply with all County, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the City as part of the development approval process.

1.20 **City Warranties.** "City Warranties" means that the City hereby warrants and represents as follows:

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

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

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

If to Developer: Cahill Place, LLLP
c/o Center City Housing Corp.
105 1/2 West First Street
Duluth, Minnesota 55802

If to Owner: Cahill Place, LLLP
c/o Center City Housing Corp.
105 1/2 West First Street
Duluth, Minnesota 55802

With a copy to: Hanft Fride, A Professional Association
Attn: William M. Burns
130 W. Superior Street #1000
Duluth, MN 55802

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of

service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

ARTICLE 2

APPROVAL OF PLAT AND DEVELOPMENT PLANS

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

2.2 Plat Approval. Subject to the terms and conditions of this Improvement Agreement the City has approved the recording of the Plat of Cahill Place and the Plat shall be recorded by the Developer with Dakota County.

2.3 Plat Density. The parties mutually acknowledge that it is the intention to develop the entire Plat of Cahill Place in accord with the approved zoning.

2.4 Recording of Plat. The Developer will cause River Heights Vineyard Church, a Minnesota non-profit corporation, to execute and record the Plat of Cahill Place with the Dakota County Recorder.

ARTICLE 3

DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which the Developer Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

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

3.3 Grading/Drainage Plan And Easements. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The Owner and Developer agree that the Plat of Cahill Place and the Development Plans

depict 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 of Cahill Place 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 Improvement Agreement. 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 11.

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

3.5 Erosion Control. The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

4.1 Permits. The Developer shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer. The Developer shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

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

5.2 City to Release Prior Development Agreement. The City agrees that, upon being provided evidence of Development being otherwise in compliance herewith and at the time of issuance of a building permit, or escrowing, if requested by lender, the City will release Lot 2, Block 1, Cahill Place, the Subject Property, from the Improvement Agreement between the City and River Heights Vineyard Church, recorded as Document No. 3225346, with the office of the County Recorder, Dakota County, Minnesota.

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer

shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications 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 City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G) and except as provided in the following documents between the City and Developer:

- Storm Water Facilities Maintenance Agreement
- Retaining Wall Maintenance Agreement
- Agreement Relating to Landowner Improvements Within City Easement (Encroachment Agreement).

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 11.

6.6 Engineering Submittals Required. The record plan "as built" drawings of the Developer Public Improvements shall be provided by the Developer in accordance with City standards no later than 90 days after completion and acceptance of the Developer Public Improvements by the City, unless otherwise approved in writing by the PWD. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties. The following information is required to be shown on the record plans:

1. Two ties to all curb boxes and gate valves.
2. All hydrant gate valves tied back to the hydrant.
3. All ties shall be 100 feet or less.
4. Top nut elevation of all hydrants.
5. Rim and Invert elevations on all manholes and catch basins.

6. Apron invert elevations on all Flared End Structures and storm sewer stubs.
7. Invert elevations on all sanitary and water service stubs.
8. Two ties to all sewer and water service locations.
9. Main line stationing for all sanitary sewer wyes and water main corporations.
10. Copy of final plat shall be submitted in an electronic format (see item 12).
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 as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
12. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.
13. 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.

ARTICLE 7

RESPONSIBILITY FOR COSTS

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

7.2 **City Miscellaneous Expenses.** The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

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

7.4 **Time of Payment.** The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

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

ARTICLE 9 **CITY WARRANTIES**

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

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 **Indemnification of City.** Provided the City is not in Default under the Improvement Agreement 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 attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;

- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements; and
- h.) approval by the City of the Plat of Cahill Place;
- i.) delays in construction of the Developer Improvements.

ARTICLE 11 **CITY REMEDIES UPON DEVELOPER DEFAULT**

11.1 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. If the default reasonably may require more than 30 days to cure, Developer shall, within the 30 days, provide notice to the City of its intent to cure and a plan to cure. In no event shall such cure take more than 180 days. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days (as it may be extended per the prior revision), 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 Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;

- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. 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 Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special

assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12

ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements and prior to the City releasing the Plat of Cahill Place for recording, the Developer shall deposit with the City an irrevocable letter of credit or cash deposit for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2022. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2022, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2022.

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 D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13 **MISCELLANEOUS**

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

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

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

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

13.5 Contract Assignment. The Developer and Owner may not assign this Improvement Agreement without the written permission of the Council. The Developer's and Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Subject Property.

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

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

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

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

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

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

[The remainder of this page has been intentionally left blank.]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of July, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**OWNER AND DEVELOPER:
CAHILL PLACE, LLLP**

By: _____

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of July, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Cahill Place, LLLP, a Minnesota limited liability limited partnership, and that the foregoing instrument was executed on behalf of Cahill Place, LLLP by authority of the partners of said limited liability limited partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 2, Block 1, Cahill Place, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Title Sheet (G-100)	6-27-19	LHB and Wenck Assoc.
General Notes (G-101)	6-27-19	LHB and Wenck Assoc.
Removals Plans (C-102)	6-27-19	LHB and Wenck Assoc.
Site Plan (C0193)	6-27-19	LHB and Wenck Assoc.
Erosion Control and Restoration Plan (C-201)	6-27-19	LHB and Wenck Assoc.
Stormwater Pollution Prevention Plan (C-202)	6-27-19	LHB and Wenck Assoc.
Grading Plan (C-301)	6-27-19	LHB and Wenck Assoc.
Utility Plan (C-401)	6-27-19	LHB and Wenck Assoc.
Storm Sewer Plan (C-501)	6-27-19	LHB and Wenck Assoc.
Details (C-801 to C-806)	6-27-19	LHB and Wenck Assoc.
Underground System Details (C-807 to C-814)	6-27-19	LHB and Wenck Assoc.
Landscape Plan (L1.00)	6-27-19	LHB and Wenck Assoc.

Tree Preservation Plan (L2.00)	6-27-19	LHB and Wenck Assoc.
Irrigation Plan (L3.00)	6-27-19	LHB and Wenck Assoc.
Planting Details (L5.00)	6-27-19	LHB and Wenck Assoc.
Landscape Details (L5.01)	6-27-19	LHB and Wenck Assoc.

The above-listed Development Plans were approved and stamped by the City Engineer on June 28, 2019. The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences (collectively the "City Engineer Memos"):

1. Memo from City Engineer Tom Kaldunski and Sr. Engineering Technician Mike Edwards to Associate Planner Heather Botten dated February 11, 2019;
2. Redlined plans prepared by the City Engineer dated March 21, 2019.

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	12-31-2020, or prior to issuance of building permit, whichever occurs first	grading, drainage, sediment and erosion control
X	12-31-2020, or prior to issuance of certificate , of occupancy, whichever occurs first	stormwater facilities (including infiltration basin, stormwater pipes, outlets, underground stormwater storage system)
X	12-31-2020, or prior to issuance of certificate of occupancy, whichever occurs first	extension of water and sewer service lines
X	12-31-2020, or prior to issuance of certificate of occupancy, whichever occurs first	retaining walls
X	12-31-2020, or prior to issuance of certificate of occupancy, whichever occurs first	curb and pavement for parking lot
X	12-31-2020, or prior to issuance of certificate of occupancy, whichever occurs first	landscaping / vegetation*
X	12-31-2020, or prior to issuance of certificate of occupancy, whichever occurs first	certified as-builts

X

12-31-2020, or prior to
issuance of certificate
of occupancy, whichever
occurs first

construction debris clean-up

The City Engineer and/or Director of Public Works reserve the right to extend the above completion dates, if requested by Developer, to a date reasonably determined by the City.

*Note: Landscaping must be completed prior to issuance of certificate of occupancy, provided, however, if the request for the certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the City shall issue the certificate of occupancy and the Developer is then required to complete the landscaping no later than the following June 15th.

EXHIBIT D
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT FOR RECORDING AND BEFORE CONSTRUCTION BEGINS ON THE SUBJECT PROPERTY.** Before the Plat of Cahill Place is released by the City for recording and before construction begins on the Subject Property, all the following conditions must be satisfied:

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

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

- g.) Owner must present to the City a title insurance policy that shows that Owner is the fee title owner of the Subject Property.

- h.) Developer must pay the park dedication fee referenced in paragraph 8 of this Exhibit E.
- 2.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2020, OR BEFORE CITY ISSUES BUILDING PERMIT FOR SUBJECT PROPERTY.** By December 31, 2020, or before the City issues a building permit for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) Grading, drainage, erosion and sediment control have been completed or, in the judgment of the City Engineer or Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
 - c.) Owner shall provide recorded documentation showing the Xcel (Northern States Power Company) gas line easement has been released and that Xcel has removed the gas main from the Subject Property.
- 3.) **CONDITIONS TO BE SATISFIED BY DECEMBER 31, 2020, OR BEFORE CITY ISSUES CERTIFICATE OF OCCUPANCY FOR SUBJECT PROPERTY.** By December 31, 2020, or before the City issues a certificate of occupancy for the Subject Property, whichever occurs first, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraphs 1 and 2 of this Exhibit D have been met.
 - b.) All storm water facilities must be completed and approved by the City Engineer.
 - c.) Water and sewer service lines shall be extended to the Subject Property.
 - d.) All site landscaping and vegetation must be completed, with the exception provided in Exhibit C.
 - e.) Certified as-builts shall be submitted to the City.
 - f.) The curb and paving for the parking lot shall be completed.
 - g.) Retaining walls shall be installed.
- 4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during

construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

- 5.) **PERMITS.** Owner is responsible to obtain all necessary permits for construction of the Developer Improvements on the Subject Property including, but not limited to, the following:

- Mn/DOT – drainage permit; permit to work on Mn/DOT ROW; and sign restrictions
- MPCA –sewer extension permit
- MPCA – NPDES General Stormwater permit
- MCES – sewer extension permit
- MN Department of Health – permit for the watermain extension
- CITY Building Department permits for the building, sewer and water services

- 6.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the Subject Property shall comply with the following (Erosion Control Forms):

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

The Erosion Control Forms are on file with the City. The Owner 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 contractor. The contractor must execute the Notice of Erosion Control Requirement for Construction (on file with the City) when a building permit is obtained.

- 7.) **RETAINING WALL REQUIRMENTS.** Prior to the City issuing a certificate of occupancy for the Subject Property, all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the Subject Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

- 8.) **PARK CONTRIBUTION FEE.** Developer must pay the City the park contribution fee based on the Inver Grove Heights rate of \$4,000 per unit. There are 40 units for the Subject Property. Therefore the park contribution fee is \$160,000. The park dedication fee of \$160,000 must be paid by Developer to the City before the City issues a building permit for the Subject Property and before the City releases the Plat of Cahill Place for recording.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.) Grading, drainage and erosion control	\$108,000
2.) Sanitary sewer and water service line extensions	\$38,000
3.) Retaining walls	\$190,500
4.) Stormwater facilities (including infiltration basin, stormwater pipes and outlets, and underground stormwater storage system)	\$173,000
5.) Parking lot	\$45,650
6.) Landscaping	\$ _____
6.) Construction debris clean-up	\$1,500
6.) Certified as-builts	\$ _____
SUBTOTAL:	\$556,650
MULTIPLIED BY:	x 1.25
TOTAL ESCROW AMOUNT:	\$695,812.50 or, \$695,812

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$10,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

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 paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems if all the following circumstances exist:

- a.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
- b.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit or cash deposit for the Developer Improvements has expired or the Letter of Credit or cash deposit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

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 control, or vegetation exceed the initially deposited \$10,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the \$_____ Engineering Escrow Amount stated above, Developer shall also deposit \$3,000 in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the stormwater facilities is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the stormwater facilities on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater facilities exceeds the initially deposited \$3,000 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR
LOT 2, BLOCK 1, CAHILL PLACE,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 2, BLOCK 1, CAHILL PLACE (Agreement) is made, entered into and effective this 8th day of July, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Cahill Place, LLLP, a Minnesota limited liability limited partnership (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** Landowner means Cahill Place, LLLP, a Minnesota limited liability limited partnership, and its successors and assigns.

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

The infiltration basin, storm water basin and storm water ponds, together with the underground storm water storage system, stormwater pipes, outlets, drainage areas, conduits, culverts, ditches and catch basins lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** “Storm Water Facility Plan” means that certain Erosion Control and Restoration Plan (C-201), Stormwater Pollution Prevention Plan (C-202), Grading Plan (C-301), Utility Plan (C-401), Storm Sewer Plan (C-501), Details (C-801 to C-806) and Underground System Details (C-807 to C-814) prepared by LHB and Wenck Associates

dated June 27, 2019 and approved by the City Engineer on June 28, 2019. The Storm Water Facility Plan is on file with the City.

The Storm Water Facility Plan also includes modifications to the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

1.6 Responsible Owner. Responsible Owner means, jointly and severally, each and all of the following:

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

1.7 Landowner Property. Landowner Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota described on the attached **Exhibit A**.

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain agreement dated July 8, 2019, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Storm Water Facilities. Responsible Owner agrees that prior to December 31, 2020 (or by an extended completion date approved by the City Engineer or Director of Public Works), the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability).
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District.
- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems that the City maintains, as those standards are from time to time amended.

- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.
- e. The Standard of Maintenance shall include but not be limited to each of the following:
- i.) The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) With respect to the underground storm water storage system, the Responsible Owner must maintain and repair the structures and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the underground storm water storage system; or
 - Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
 - iii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Responsible Owner has submitted an Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iv.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to treat the one (1) inch of impervious surface volume from the Landowner Property; due to the fact that a redevelopment project is occurring, the Director of Public Works is allowing the treatment of one (1) inch impervious

surface volume rather than a reduction of the one (1) inch impervious surface volume. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

v.) The final Operations & Maintenance Plan shall contain the following information:

- Detailed inspection requirements;
- Inspection and maintenance schedules;
- Contact information for the Responsible Owner;
- As built plans of the Stormwater Facilities;
- A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
- The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
- The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.
- The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan.
- A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
- The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

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

In December of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance

during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

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

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the

maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.2.

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

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

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

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

ARTICLE 4
CITY'S COVENANTS

4.1 **Approval of Development Plans and Plat of Cahill Place.** The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property and the Plat of Cahill Place.

ARTICLE 5
ACCESS BY CITY TO STORM WATER FACILITIES

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

ARTICLE 6
MISCELLANEOUS

6.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

6.5 **Consent.** Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Cahill Place, LLLP
c/o Center City Housing Corp.
105 1/2 West First Street
Duluth, Minnesota 55802

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of July, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
CAHILL PLACE, LLLP

By: _____

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of July, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Cahill Place, LLLP, a Minnesota limited liability limited partnership, and that the foregoing instrument was executed on behalf of Cahill Place, LLLP by authority of the partners of said limited liability limited partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 2, Block 1, Cahill Place, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

[insert O&M Plan for underground stormwater system]

Maintenance of the infiltration basin and related pipe system shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intent of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

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

EXHIBIT C
ANNUAL INSPECTION FORM

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

- * Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
- ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed
- *** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

RETAINING WALL MAINTENANCE AGREEMENT
FOR LOT 2, BLOCK 1, CAHILL PLACE,
INVER GROVE HEIGHTS, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT FOR LOT 2, BLOCK 1, CAHILL PLACE (hereafter referred to as "Agreement") is made, entered into and effective this 8th day of July, 2019, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Cahill Place, LLLP, a Minnesota limited liability limited partnership, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. "Lot Owner" means Cahill Place, LLLP, a Minnesota limited liability limited partnership, and its successors and assigns.

1.4 Retaining Wall Facilities. "Retaining Wall Facilities" means each and all of the following, individually and collectively, to the extent located within the Lot:

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

1.5 Retaining Wall Construction Plan. "Retaining Wall Construction Plan" means the Site Plan (C-103) and Details (C-801) and Landscape Plan (L1.00) and Landscape Details (L5.01) prepared by LHB and Wenck Associates dated June 27, 2019, and approved by the City Engineer on June 28, 2019. The Retaining Wall Construction Plan is on file with the City.

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

1.7 **Responsible Owner.** “Responsible Owner” means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner will construct the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is willing to allow the Responsible Owner to begin the Developer Improvements identified in the Improvement Agreement between the parties dated July 8, 2019, if Lot Owner executes this Retaining Wall Maintenance Agreement.

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

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

Recital No. 5. Lot Owner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 **Construction of Retaining Wall Facilities.** Lot Owner agrees that by December 31, 2020, the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Lot Owner.

3.2 **Maintenance of Retaining Wall Facilities.** The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining

Wall Facilities exists. The Responsible Owner shall also ensure that the Retaining Wall Facilities always remain safe, 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). All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

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

3.4 Notice of Non-Compliance with Section 3.1; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced 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 Owner to comply with Section 3.1, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with Section 3.1. If the City performs emergency construction work, the Responsible Owner 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 Owner fails to comply with Section 3.1 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance with Section 3.1 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 Section 3.1 to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, construction or improvement

performed by the City to ensure compliance with Section 3.1. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Lot for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for 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 Lot. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Section 3.1 equals or exceeds the amount of the charges and assessments for compliance with Section 3.1 that are being imposed hereunder upon the Lot.

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

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

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

3.9 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Lot.

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

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

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Retaining Wall Facilities;
- d.) construction of the Retaining Wall Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with Improvement Agreement. The City agrees that if Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions contained in the Improvement Agreement between the parties of even date herewith, then the City will allow the Responsible Owner to begin the Developer Improvements identified in the Improvement Agreement.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 and/or Section 3.9 hereof.

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

its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

5.5 Consent. Lot Owner consents to the recording of this Agreement.

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

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

If to Lot Owner: Cahill Place, LLLP
c/o Center City Housing Corp.
105 1/2 West First Street
Duluth, Minnesota 55802

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of July, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LOT OWNER:
CAHILL PLACE, LLLP

By: _____

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of July, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Cahill Place, LLLP, a Minnesota limited liability limited partnership, and that the foregoing instrument was executed on behalf of Cahill Place, LLLP by authority of the partners of said limited liability limited partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Lot 2, Block 1, Cahill Place, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 2, BLOCK 1, CAHILL PLACE
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 2, BLOCK 1, CAHILL PLACE (Agreement) is made this 8th day of July, 2019, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation and Cahill Place, LLLP, a Minnesota limited liability limited partnership (hereafter referred to as “Landowner”). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 **Subject Land.** “Subject Land” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 2, Block 1, Cahill Place, Dakota County, Minnesota.

1.4 **City Easement.** “City Easement” means the following easements located on the Subject Land:

- The platted drainage and utility easements dedicated on the plat of Cahill Place located on Lot 2, Block 1, Cahill Place, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Cahill Place, LLLP, a Minnesota limited liability limited partnership, and its assigns and successors in interest with respect to the Subject Land.

1.6 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:

City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Cahill Place, LLLP
c/o Center City Housing Corp.
105 1/2 West First Street
Duluth, Minnesota 55802

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.

1.7 Landowner Improvements. “Landowner Improvements” means the retaining walls to be constructed on the Subject Land within the City Easement.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future trails, existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. “Construction Plan” means the Site Plan (C-103) and Details (C-801) and Landscape Plan (L1.00) and Landscape Details (L5.01) prepared by LHB and Wenck Associates dated June 27, 2019, and approved by the City Engineer on June 28, 2019. The Construction Plan is on file with the City.

1.10 City Utility Costs. “City Utility 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 and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility 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 Easement area, and all engineering and

attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. "Pre-Encroachment Costs" means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. "Cost Differential" means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

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

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be constructed within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall be constructed at the location specified in the Construction Plan.

The Landowner shall not place any other structures, irrigation systems or buildings within the City Easement except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for maintenance, replacement or repair of the Landowner Improvements.

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

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner 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.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner 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 bills within the City.

3.8 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 Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner 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.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land 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 Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner 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 Subject Land. The Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowner 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 Subject Land.

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

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

- a.) The Landowner Improvements;

- b.) Construction and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Joe Lynch, City Administrator and Deputy Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of July, 2019, before me a Notary Public within and for said County, personally appeared George Tourville and Joe Lynch to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Administrator and Deputy 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 Administrator and Deputy Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
CAHILL PLACE, LLLP

By: _____

Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of July, 2019, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of Cahill Place, LLLP, a Minnesota limited liability limited partnership, and that the foregoing instrument was executed on behalf of Cahill Place, LLLP by authority of the partners of said limited liability limited partnership.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DENNIS ARNTSON (NATIONAL GUARD AND ARMORY) – Case No. 19-26V

Meeting Date: July 8, 2019

Item Type: Consent Agenda

Contact: Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate Planner

Reviewed by:

Fiscal/FTE Impact:☒

None

☐

Amount included in current budget

☐

Budget amendment requested

☐

FTE included in current complement

☐

Other

PURPOSE/ACTION REQUESTED

Approve a Resolution relating to a variance to allow a solar array 30 feet from the front property line whereas 50 feet is required for property located at 8076 Babcock Trail.

- Requires 3/5th's vote.
- 60-day deadline: August 6, 2019 (first 60-days)

SUMMARY

The applicant is requesting a variance to allow a solar array 30 feet from the front yard property line whereas 50 feet is required. Ground and roof mounted solar systems are allowed in the city but shall comply with the setback requirements of the underlying zoning district. The property is zoned P, Institutional and is 6.17 acres in size. The original request was to install the solar array 22 feet from the front property line along Babcock Trail and 34 feet from the north entrance into the Armory. After meeting with staff, the applicant agreed to move the array 30-feet from the front property line, complying with the front setback requirements for the surrounding residentially zoned properties. Additionally, they pushed the array as far south as possible providing additional green space to the north. Originally, the applicants were also asking for an eight-foot fence with barbs but have since removed this request and are now complying with fence requirements.

Planning Staff believes the request to install the solar array 30 feet from the front property line to be a reasonable use of the property. The request is consistent with the comprehensive plan ensuring that direct sunlight access to solar panels is not subjected to shading from nearby trees, buildings, or other structures. A practical difficulty can be found for the front setback variance due to the fact the location of the solar array provides the owner the best location for direct sunlight while also providing a grass buffer between the north Armory entrance and the array location.

Planning Staff: Based on the information provided staff recommends approval of the variance request with the conditions listed in the attached resolution.

Planning Commission: At the July 2, 2019 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (6-0).

Attachments: Variance resolution
PC recommendation
Planning staff report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. ____

RESOLUTION APPROVING A VARIANCE FROM THE FRONT YARD SETBACK
REQUIREMENTS TO ALLOW A SOLAR ARRAY TO BE LOCATED 30 FEET FROM THE
PROPERTY LINE WHEREAS 50 FEET IS REQUIRED

CASE NO. 19-26V

Dennis Arntson (National Guard and Armory)

Property located at 8076 Babcock Trail and legally described as follows:

Lot 1, Block 1, Inver Grove Heights, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application has been received for a variance to allow a solar array to be located within the 50 foot front yard setback requirement;

WHEREAS, the afore described property is zoned P, Institutional;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on July 2, 2019 in accordance with City Code Section City Code 10-3-3 C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The reduced front yard setback allows the property to be used in a reasonable manner and does not appear to have an adverse impact on the abutting properties.
- b. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the policies in the Comprehensive Plan.
- c. A practical difficulty can be found for the front setback variance due to the fact the location of the array provides the owner the best location for direct sunlight while also providing a grass buffer between the north Armory entrance and the array location.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a solar array to be located 30 feet from the front yard property line is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. All construction plans shall be subject to the review and approval of the Inspections Department.
3. The lease agreement between the State and the City shall be reviewed and approved by both parties.
4. A grading/erosion control plan shall be required at the time of the building permit application.
5. The State shall remove the solar panels, footings, underground wires, appurtenances, and restore the area following the service life of the array.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 8th day of July, 2019.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joe Lynch, Interim Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: July 2, 2019
SUBJECT: **DENNIS ARNTSON (NATIONAL GUARD AND ARMORY) – CASE NO. 19-26V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to allow a solar array 30 feet from the front property line whereas 50 feet is required, for the property located at 8076 Babcock Trail. 4 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the property is zoned P, Institutional and is 6.17 acres in size. The property is owned by the MN Department of Military Affairs and is connected to the Community Center. The parking lot is shared and there is a mutual agreement that the City maintains the grass area. The applicant is requesting a variance from the front yard setback to construct a solar array 30 feet from the front property line whereas 50 feet is the required setback. Ground and roof mounted solar systems are allowed in all districts, but they must comply with the underlying zoning district setbacks. In this case the 50-foot setback in the P district is to provide a buffer from the abutting properties as many structures in this district are quite large. The proposed 30-foot setback is similar with the setbacks for the surrounding residential properties. To reduce the visual impact of the solar array, screening is proposed to have either slatted material or vines. A practical difficulty can be found for the front setback due to the fact the location of the array provides the owner the best location for direct sunlight while also providing a grass buffer between the Armory entrance and the array location. Staff recommends approval of the request with five conditions. Condition 5 has been amended to read that "The State shall remove the solar panels, footings, and underground wires and restore the area following the service life of the array."

Chair Maggi asked why the applicants were proposing a ground mount versus roof mount solar array.

Ms. Botten replied that the applicant considered roof mounted as an option, but they prefer ground mounted as they are planning to replace the roof in a few years and there could be additional shading because of the higher roof over the gym floor.

Opening of Public Hearing

Dennis Arntson, 15000 Highway 115, Camp Ripley, advised he was available to answer any questions.

Chair Maggi asked the applicant if he read and understood the report.

Mr. Arntson replied in the affirmative. He stated regarding rooftop solar panels, they have had to go back and revise the roof structure on other buildings based on increased snow and wind

loads, changing building codes, and rooftop units not being aesthetically pleasing because of the elevated solar field.

Commissioner Niemioja asked if the solar panels would move with the sun.

Mr. Arntson replied they would not.

Commissioner Simon asked if the turf under the solar array would need maintenance once the native grasses were established.

Mr. Arntson replied that it would be maintenance-free turf.

Commissioner Wippermann asked if the proposed solar array would provide electricity strictly to the part of the building occupied by the National Guard.

Mr. Arntson replied that they are disconnected from the community utility service and it would come off the National Guard's utility meter. He added that the Community Center has a solar system of their own on the building.

Commissioner Wippermann asked what percent of their electric needs could be supplied by the proposed solar array.

Mr. Arntson replied they anticipated 30%.

Commissioner Robertson asked if the building cost versus return was favorable.

Mr. Arntson replied that it would not be a fast payback, but that it was more about energy resiliency for the federal government.

Chair Maggi asked for clarification of ownership and maintenance of the land.

Ms. Botten replied that the State owns the land, but the City Parks Department maintains it.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja supported the State's foresight in doing this now.

Planning Commission Recommendation

Motion by Commissioner Niemioja, second by Commissioner Robertson, to approve the request for a variance to allow a solar array 30 feet from the front property line whereas 50 feet is required, for the property located at 8076 Babcock Trail, with the conditions listed, including amended Condition 5, and the practical difficulty as listed in the staff report.

Motion carried (6/0). This item goes to the City Council on July 8, 2019.

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

HEARING DATE: July 2, 2019

CASE NO.: 19-26V

APPLICANT: Dennis Arntson (National Guard and Armory)

PROPERTY OWNER: Minnesota Department of Military Affairs

REQUEST: A variance from the front yard setback requirements

LOCATION: 8076 Babcock Trail

COMP PLAN: P/I, Public/Institutional

ZONING: P, Institutional

REVIEWING DIVISIONS: Planning
Park and Recreation

PREPARED BY: Heather Botten
Associate Planner

HB

BACKGROUND

The applicant is requesting a variance from the front yard setback to construct a solar array 30 feet from the front property line whereas 50 feet is the required setback. The property is zoned P, Institutional and is 6.17 acres in size. Ground and roof mounted solar systems are allowed in the city but shall comply with the setback requirements of the underlying zoning district.

The six-acre property is owned by the MN Department of Military Affairs; the Armory building is connected to the Community Center, owned by the City. The City has enjoyed a positive relationship with the National Guard and the use of their facilities (gym/parking/meeting rooms/outside open space) is invaluable to the community.

The original request was to install the solar array 22 feet from the front property line along Babcock Trail and 34 feet from the entrance into the Armory. After meeting with staff, the applicant agreed to move the array 30-feet from the front property line and push the array as far south as possible providing additional green space to the north. Originally the applicants were also asking for an eight-foot fence with barbs but have since removed this request.

SPECIFIC REQUEST

The following specific application is being requested:

- 1) A variance from the front yard setback requirement to construct a ground mounted solar array 30 feet from the property line whereas 50 feet is required for structures in the Institutional zoning district

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North	Single-family homes; zoned R-1C; guided Low Density Residential
West	Single-family home; zoned A, Agricultural; guided Industrial Office Park
East	Community Center; zoned P; guided P/I, Public/Institutional
South	Skate Park; zoned P; guided P/I, Public/Institutional

PARK AND RECREATION

Currently the State and City have a lease agreement for the maintenance of the green space west of the Armory. Staff understands the State will work with the City to review and modify the lease agreement accordingly. Modifications include the National Guard being responsible, at their expense, to make necessary alterations to the irrigation system. The National Guard, at its expense, will be responsible to maintain the area inside the fenced solar array area to meet applicable city codes. If the City is to continue to maintain the grass area outside of the fenced area, the National Guard shall install a 15" concrete maintenance strip under the perimeter fence for ease of maintenance inside and outside of the fence. This will ensure the outside of the fence line does not have to be weed whipped by City staff who maintain the current grass area

ENGINEERING

Engineering has reviewed the request and is recommending an agreement to ensure removal of the panels, footing, underground wires, appurtenances, and restoration of the area following the service life of the array. The applicant shall work with the City to secure final approval of the final grading and erosion control construction plans.

VARIANCE REVIEW

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request to encroach into the front setback is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The request is consistent with the comprehensive plan as the property would continue to be utilized as an institutional use and solar panels are allowed in all zoning districts. The comprehensive plan references state law that requires communities make efforts to ensure that direct sunlight access to solar panels is not subjected to shading from nearby trees, buildings, or other structures. The proposed

south facing solar arrays are positioned to achieve maximum sunlight between the hours of 10:00 am and 2:00 pm.

In respect to the use of the land, impervious surface, other setbacks and code requirements, the request is in harmony with the provisions in the zoning ordinance.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The 30-foot front yard setback variance would allow the applicant to utilize the property in a reasonable manner. The zoning code does not have specific setback requirements for solar arrays therefore they are required to follow the setbacks of the underlying zoning district. The 50-foot structure setback in the P zoning district is to provide a buffer from the abutting properties as many structures allowed in the district, such as the community centers, churches and schools, are quite large. In this case, the solar array would be 30 feet from the front property line complying with the front setback requirements for the surrounding residential properties, or future industrial office park or commercial setbacks.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The Army National Guard Construction Program states that "As much as possible, design and provide a site that will accommodate future expansion". Approval by the National Guard Bureau for this armory, was in-part based upon identifying property to the west of the building for future expansion. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems which is why the system cannot be moved further east. Placement of the system with a 30-foot setback instead of a 50-foot setback allows the array to be placed wider in the east/west direction providing more open space on the north as requested by the City.

4. *The variance will not alter the essential character of the locality.*

Solar panels are an allowed use in all zoning districts. The proposed 30-foot setback is the required setback in the surrounding zoning districts. To reduce the visual impact of the solar array screening is proposed in either a slatted material or vines on the chain link fencing. Native or pollinator friendly vegetation is proposed within the solar area which is common material found around solar arrays.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. **Approval** If the Planning Commission finds the setback variance to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

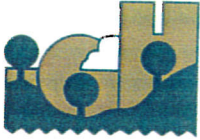
1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. All construction plans shall be subject to the review and approval of the Inspections Department.
3. The lease agreement between the State and the City shall be reviewed and approved by both parties.
4. A grading/erosion control plan shall be required at the time of the building permit application.
5. The State shall remove the solar panels, footings, underground wires, appurtenances, and restore the area following the service life of the array.

B. **Denial** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Planning Staff believes the request to install the solar array 30 feet from the front property line to be a reasonable use of the property. The request is consistent with the comprehensive plan ensuring that direct sunlight access to solar panels is not subjected to shading from nearby trees, buildings, or other structures. A practical difficulty can be found for the front setback variance due to the fact the location of the array provides the owner the best location for direct sunlight while also providing a grass buffer between the Armory entrance and the array location.

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Applicant Narrative
Exhibit C - Site Plan



8076 Babcock Trail Case No. 19-26V

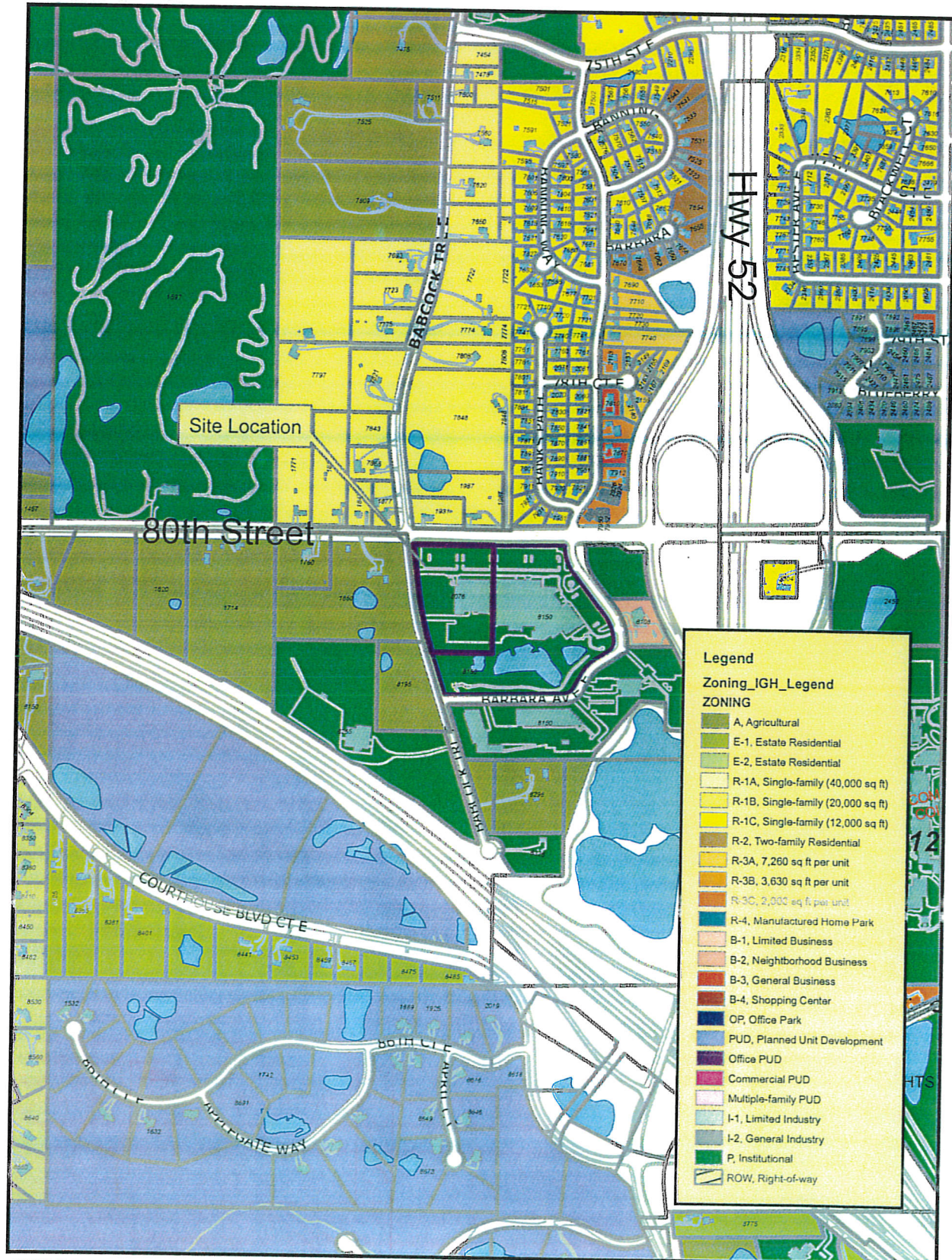


Exhibit A
Zoning and Location Map

Map not to scale

Case #19-26V

To Inver Grove Heights Planning Commission

As a representative with the Minnesota National Guard, I attended a Plan Review Committee Meeting on June 12, 2019 at the Inver Grove Heights City Hall to review the National Guard's request for a variance to allow a twenty two (22) foot setback for construction of an 80KW solar array at the National Guard Armory located at 8076 Babcock Trail. As the result of this meeting, we revise our request for a thirty (30) foot setback so to lessen the impact from Babcock Trail. We were also in the process of requesting a second variance for the installation of a seven (7) foot fence with one (1) foot anti-climber to comply with Anti-Terrorism Force Protect (ATFP) measures, but have since removed this request.

The justification for a thirty (30) foot setback is based on the following:

Construction with a 30 foot setback in lieu of 50 foot setback will allow the solar array to be placed wider in the east/west direction allowing the north limit of the array to be pushed more to the south resulting in saving the National Guard's lawn space directly west of the armory main entrance. Providing open space on National Guard property just south of the shared access drive is a desire of the City, and will help to sustain an inviting entry to the armory.

A revised civil site plan is included as part of this variance request. This new site plan identifies the western limit of the solar array to a thirty (30) foot setback. We have also made provisions to move the complete solar array to the south as much as we can to accommodate the city's desire for open space on our property. We are limited to moving the solar array any further to the east, closer to the armory, due to federal requirements to allow for future building expansion, and in doing so, limits the ability to achieve adequate access to direct sunlight for solar energy systems. According to National Guard Regulation (NGR) 415-5 Army National Guard Military Construction Program Development and Execution: Paragraph 2-3.e (7), reads "Construction of a new facility. As much as possible, design and provide a site that will accommodate future expansion". Approval by National Guard Bureau for this armory, was in-part based upon identifying property to the west of the building for future expansion.

The following items were discussed at the Plan Review Committee Meeting of June 12, 2019. Although these items may not be tied to the variance request:

1) Screening:

The City Engineer has asked that ground cover be provide around the west and north boundary of the fence. In accordance with UFC 4-022-03 Security Fences and Gates; Paragraph 2-12.1 Clear Zones: state "Clear zones are areas established around the fence to provide an unobstructed view to enhance detection and assessment around fence...For example, outer clear zones may be 30 feet wide and inner clear zones may be 20 foot wide." For these reasons, we are not able to provide the cover the city engineer is asking for. In this situation, we will be restricted from any ground cover for fencing that is within a calculated distance from the armory. This limitation will affect the north fence line. We are open to the use of slatted material or possibly vines on the chain link fencing to provide screening. Keep in mind as we review screening options, the seven (7) foot fence will partially screen the solar panels that will have a max height of nearly nine (9) feet off of grade.

2) Native vegetation:

The City Engineer has asked that the Guard consider native or pollinator friendly vegetation inside the fenced off area. We will provide native or pollinator friendly vegetation as requested by the

"B"

city. The project specifications currently identify a low-maintenance turf that will be replaced with a native vegetation seed mix.

3) Concrete mow strip:

The City Director of Parks and Recreation has asked that a concrete mow strip be poured in place along the fence line, and has stated that the City will not be responsible for mowing within the solar array compound. The State understands the concern for not mowing or caring for the vegetation planted within the compound for concerns with asset liability. With the construction of this compound, the State will work with the City to review and modify the lease agreement accordingly. If the lease agreement is modified for the State taking responsibility for maintenance of solar array compound and fence line, a concrete mow strip may not be required. Our intent will be to plant the requested native or pollinator friendly seed mix within our compound and out to about one (1) foot outside of the compound. This will place the fence line within the natural vegetation therefore not requiring maintenance along the fence line. This will be reviewed with requirements for clear zones required by ATFP.

4) Roof mounted solar array.

The City Engineer asked to consider roof top PV solar array. In several of our facilities across the state, we have installed ground mounted PV array systems. In these locations it was determined existing roof structures were considered inadequate to carry the added loads. This, along with review of new snow loads by code, and the fact that our roof will not be replaced in the next five (5) to seven (7) years, a ground system is our best option.

The following project description is provided for reference:

The proposed improvements include the installation of one 80 kW fixed photovoltaic (PV) ground mounted array. This PV system will operate in parallel with the utility's (Xcel Energy) distribution grid to reduce the utility electrical consumption, provide a green alternative source of energy and reduce the carbon footprint of the National Guard Armory.

Limited by the ability to achieve adequate sunlight from the buildings, the proposed site plan maximizes efficiency for the property, while not impeding surrounding land uses. The proposed improvements are also in compliance with the 2030 Comprehensive Plan by designing the south facing solar arrays to achieve maximum sunlight between the hours of 10:00 AM and 2:00 PM.

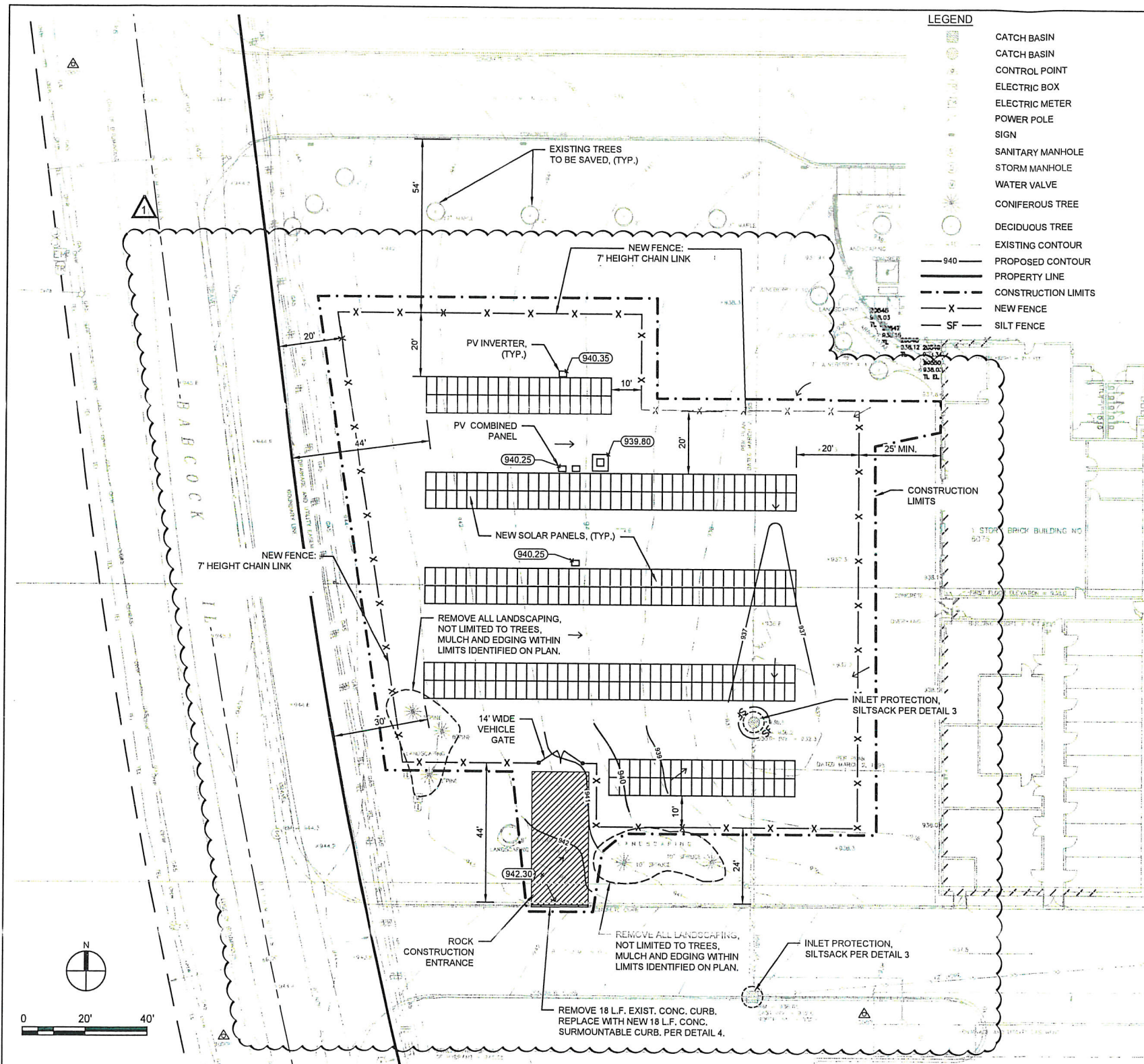
If questions, you email me at dennis.m.arntson.nfg@mail.mil or call (320)616-2609.

Respectfully submitted,



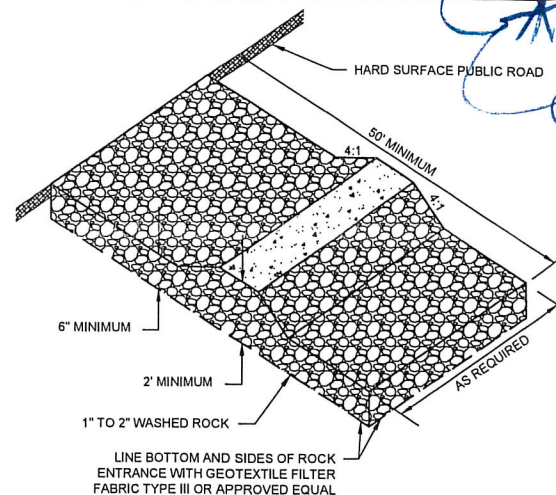
Dennis Arntson
Architectural Supervisor
Facilities Management Office
Camp Ripley
Little Falls, MN 56345

"B"

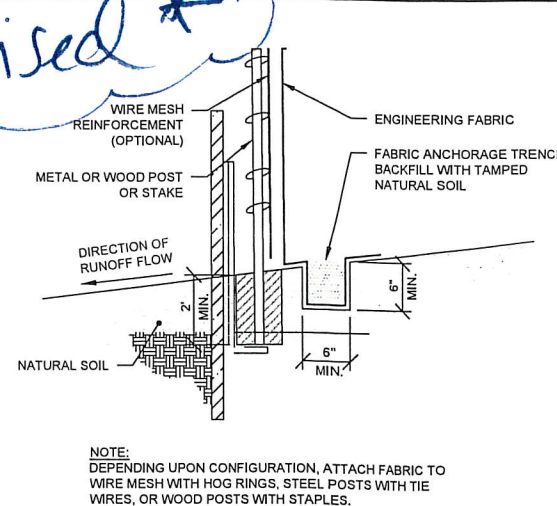


LEGEND

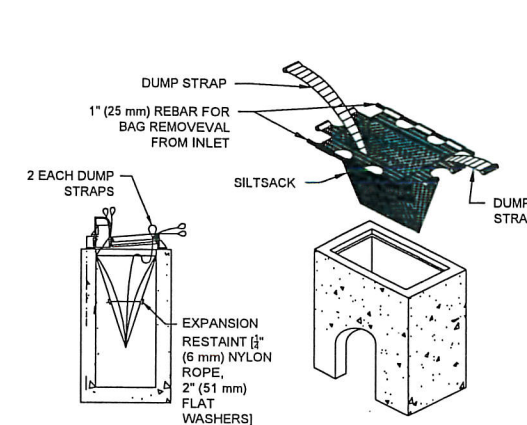
- CATCH BASIN
- CATCH BASIN
- CONTROL POINT
- ELECTRIC BOX
- ELECTRIC METER
- POWER POLE
- SIGN
- SANITARY MANHOLE
- STORM MANHOLE
- WATER VALVE
- CONIFEROUS TREE
- DECIDUOUS TREE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPERTY LINE
- CONSTRUCTION LIMITS
- NEW FENCE
- SILT FENCE



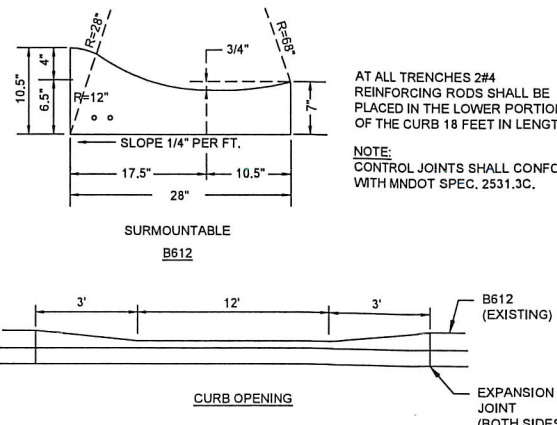
1 ROCK CONSTRUCTION ENTRANCE
SCALE: N.T.S.



2 SILT FENCE INSTALLATION DETAIL
SCALE: N.T.S.



3 INLET PROTECTION, SILTSACK
SCALE: N.T.S.



4 SURMOUNTABLE CONCRETE CURB DETAIL
SCALE: N.T.S.

STORMWATER POLLUTION PREVENTION NOTES:

1. GRADING CONTRACTOR SHALL VERIFY LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES WITH THE RESPECTIVE UTILITY COMPANIES PRIOR TO CONSTRUCTION.
2. ALL EROSION CONTROL MEASURES CALLED FOR ON THESE PLANS AND SPECIFICATIONS, WHICH MAY INCLUDE SILT FENCE, SEDIMENTATION BASINS OR TEMPORARY SEDIMENT TRAPS, SHALL BE CONSTRUCTED AND SERVICEABLE IN THE FOLLOWING ORDER:

- A. ROCK CONSTRUCTION ENTRANCES.
- B. SILT FENCE.
- C. COMMON EXCAVATION AND EMBANKMENT (GRADING)
- D. SEED AND MULCH OR SOD.
- E. INLET AND OUTLET FACILITIES SUBSEQUENT TO STORM SEWER WORK.

GRADING CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL EROSION CONTROL MEASURES AS MAY BE SHOWN ON THESE PLANS OR SPECIFICATIONS. GRADING CONTRACTOR SHALL IMPLEMENT ANY ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED TO PROTECT ADJACENT PROPERTY.

3. THE GRADING CONTRACTOR SHALL SCHEDULE THE SOILS ENGINEER SO THAT CERTIFICATION OF ALL CONTROLLED FILLS WILL BE FURNISHED TO THE OWNER DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT.
4. ALL DISTURBED AREAS, EXCEPT AREAS TO BE PAVED AND/OR SPECIFICALLY DESIGNED BY A LANDSCAPE PLAN, SHALL BE COVERED WITH A MINIMUM 6\"/>

SEED MIX: MNDOT NO. 25-131 220#/ACRE
MULCH: TYPE 1 2 TONS/ACRE (DISK ANCHORED)
FERTILIZER: 150#/ACRE RATE OF APPLICATION 20-10-10

5. ALL EXPOSED SOIL AREAS WITH A CONTINUOUS POSITIVE SLOPE WITHIN 200 LINEAL FEET OF ANY SURFACE WATER, MUST HAVE TEMPORARY EROSION PROTECTION OR PERMANENT COVER FOR THE EXPOSED SOIL AREAS YEAR ROUND, ACCORDING TO THE FOLLOWING TABLE OF SLOPES AND TIME FRAMES.
6. IT IS REQUIRED THAT SOILS TRACKED FROM THE SITE BY MOTOR VEHICLES BE CLEANED DAILY FROM PAVED ROADWAY SURFACES THROUGHOUT THE DURATION OF CONSTRUCTION.
7. ALL EROSION & SEDIMENT CONTROL MEASURES SHOWN ON THIS PLAN AND IMPLEMENTED IN THE FIELD AS DIRECTED BY THE ENGINEER SHALL CONFORM TO THE MPCA'S "PROTECTING WATER QUALITY IN URBAN AREAS: BEST MANAGEMENT PRACTICES FOR MINNESOTA".
8. ALL SOLID WASTE/ CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH MPCA REQUIREMENTS. HAZARDOUS MATERIALS SHALL BE STORED/ DISPOSED OF IN COMPLIANCE WITH MPCA REGULATIONS.

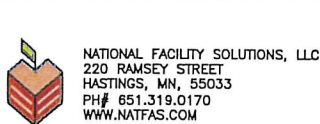
CALL 48 HOURS BEFORE DIGGING
Utilities Underground Location Center
DIAL 811
Know what's below,
Call before you dig.

STORM WATER POLLUTION PREVENTION SCHEDULE

ITEM	INSTALLATION	INSPECTION & MAINTENANCE	REMOVAL
SILT FENCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT & MAINT. AFTER EACH RUN-OFF EVENT. REMOVE SEDIMENT.	AFTER TRIBUTARY DRAINAGE AREA IS RESTORED.
ROCK CONST. ENTRANCE	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PRIOR TO PAVING.
INLET PROTECTION	PRIOR TO COMMENCEMENT OF EARTHWORK OPERATIONS.	INSPECT REGULARLY. MAINTAIN AS NEEDED.	PRIOR TO PAVING.

GENERAL NOTES:

1. ALL DISTURBED AREAS TO BE SEEDDED OR SODDED PER LANDSCAPE PLAN.
2. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED GRADE.
3. NO GRADED SLOPES SHALL EXCEED 3:1 (HOR:VER) UNLESS OTHERWISE NOTED.
4. FINISHED CONCRETE CURB SHALL BE FLUSH WITH EXISTING ADJACENT CONCRETE CURB.



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

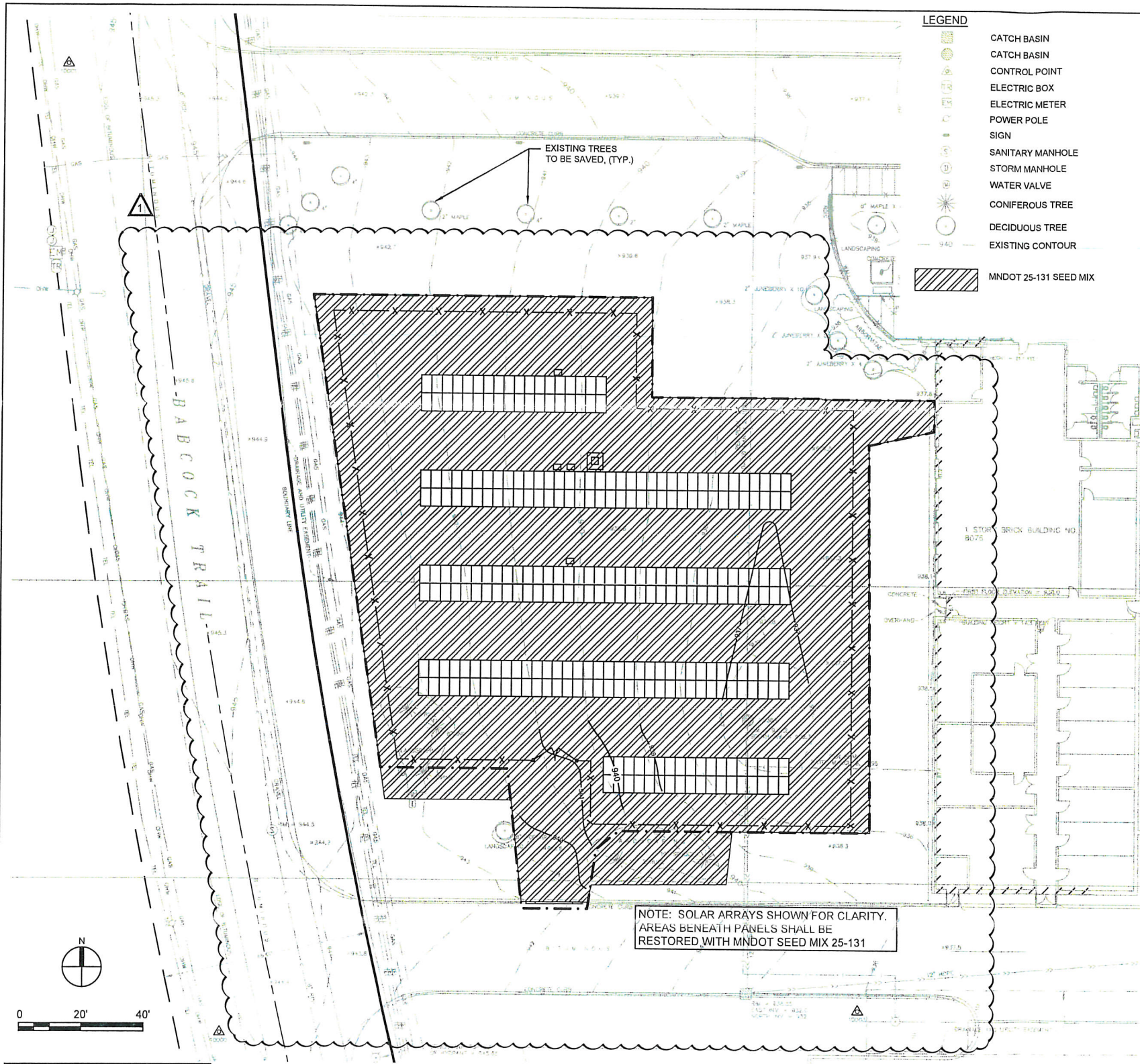
PRINT NAME: JEFFREY W. DEITNER
SIGNATURE: _____
DATE: _____ LICENSE NO. 51899

REVISIONS				
REV	DATE	DRW	CHK	DESCRIPTION
0	04/19/19			BID DOCUMENTS
1	06/20/19			REVISED SETBACK LAYOUT

INSTALL 80KW SOLAR PV ARRAY AT THE INVER GROVE HEIGHTS, MINNESOTA NATIONAL GUARD ARMORY

SITE GRADING, EROSION
CONTROL AND FENCING PLAN

SITE ADDRESS: 8076 BABCOCK TRAIL INVER GROVE HEIGHTS, MN 55077	
PROJECT# 18114	REV NO. 0
DWG NO. C1.01	



- LEGEND**
- CATCH BASIN
 - CATCH BASIN
 - CONTROL POINT
 - ELECTRIC BOX
 - ELECTRIC METER
 - POWER POLE
 - SIGN
 - SANITARY MANHOLE
 - STORM MANHOLE
 - WATER VALVE
 - CONIFEROUS TREE
 - DECIDUOUS TREE
 - EXISTING CONTOUR
 - MNDOT 25-131 SEED MIX

GENERAL LANDSCAPE NOTES:

1. LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO BECOME COMPLETELY FAMILIAR WITH SITE CONDITIONS.
2. ALL ROUGH AND FINISH GRADING TO BE DONE BY OTHERS.
3. NO RESTORATION SHALL BE INSTALLED UNTIL ALL GRADING, BUILDING, CONSTRUCTION, UTILITY WORK & IRRIGATION (IF APPLICABLE) HAS BEEN COMPLETED IN THE AREAS TO BE PLANTED.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ALL UNDERGROUND CABLES, CONDUITS, WIRES, ETC., ON THE PROPERTY.
5. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE MAINTENANCE OF THE RESTORATION MATERIAL (WATERING, SPRAYING, FERTILIZING, MOWING, ETC.) UNTIL THE WORK HAS BEEN ACCEPTED, BY THE OWNER.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS TO PROPERTY DAMAGE FROM RESTORATION OPERATIONS AT NO COST TO THE OWNER.
7. ALL NEWLY RESTORED AREAS SHALL BE GUARANTEED THROUGH ONE CALENDAR YEAR STARTING FROM THE DATE OF ACCEPTANCE ESTABLISHED BY THE OWNER.
8. THE CONTRACTOR SHALL MEET WITH THE OWNER OR OWNERS REPRESENTATIVE ON SITE WHEN THEY FEEL THE PROJECT IS COMPLETE ACCORDING TO THE CONTRACT DOCUMENTS. IF ALL WORK IS SATISFACTORY AND COMPLETE ACCORDING TO THE CONDITIONS OF THE CONTRACT DOCUMENTS, THEN THE OWNER MUST DECLARE THE PROJECT COMPLETE. THIS DECLARATION WILL CONSTITUTE AS THE BEGINNING OF THE ONE (1) YEAR WARRANTEE PERIOD FOR ALL PLANT MATERIAL. THE OWNER SHALL PROVIDE A LETTER WITH SIGNATURE STATING THE DATE OF ACCEPTANCE.
9. LANDSCAPE CONTRACTOR IS REQUIRED TO PROVIDE THE OWNER WITH MAINTENANCE INFORMATION DURING THE GUARANTEE PERIOD RELATING TO WATERING, FERTILIZING, PRUNING, PEST CONTROL, AND RELATED ITEMS. THIS WILL BE PREPARED AND DELIVERED TO THE OWNER AFTER PROVISIONAL INSPECTION APPROVAL HAS BEEN GIVEN BY THE OWNER AND/OR LANDSCAPE ARCHITECT.
10. AREAS TO RECEIVE SEED SHALL HAVE A 6" MINIMUM DEPTH OF TOPSOIL. TOPSOIL SHALL PROVIDE FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY CLUMPS, BRUSH WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONE LARGER THAN 1" IN ANY DIMENSION, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
11. ALL AREAS SPECIFIED AS "MNDOT 25-131" TO BE SEEDED PER MNDOT RECOMMENDED APPLICATION RATES AND METHODS. "MNDOT 25-131" OR APPROVED EQUAL IS A BASIS OF DESIGN. CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL NEEDS TO ESTABLISH VIGOROUS GROWTH PER MNDOT 2014 SEEDING MANUAL STANDARDS.
12. CONTRACTOR TO FIELD VERIFY IRRIGATION SYSTEM, AND MODIFY, EXPAND, REPAIR AND NECESSARY TO ACCOMMODATE CONSTRUCTION AND FINAL RESTORATION.

CALL 48 HOURS BEFORE DIGGING
Utilities Underground Location Center
DIAL 811
811
Know what's below,
Call before you dig.

 STATE OF MINNESOTA DEPARTMENT OF MILITARY AFFAIRS FACILITIES MANAGEMENT OFFICE 15000 HWY 115 LITTLE FALLS, MN 56345 320.616.2604 FAX 320.632.7473	 NATIONAL FACILITY SOLUTIONS, LLC 220 RAMSEY STREET HASTINGS, MN, 55033 PH# 651.319.0170 WWW.NATFAS.COM	 ANDERSON LANDSCAPE ARCHITECTS P.O. BOX 1000 HASTINGS, MN 55033 (651) 319-0170 www.andersonlandscape.com	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA. PRINT NAME: <u>JEFFREY W. DEITNER</u> SIGNATURE: _____ DATE: _____ LICENSE NO. <u>51899</u>	REVISIONS		INSTALL 80KW SOLAR PV ARRAY AT THE INVER GROVE HEIGHTS, MINNESOTA NATIONAL GUARD ARMORY	SITE ADDRESS: 8076 BABCOCK TRAIL INVER GROVE HEIGHTS, MN 55077
				REV	DATE		
	0	04/19/19			BID DOCUMENTS	LANDSCAPE RESTORATION PLAN	PROJECT# 18114 REV NO. 0 DWG NO. C1.02
	1	06/20/19			REVISED SETBACK LAYOUT		

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposal for Professional Engineering Services for 1565 82nd Street Site Plan Review

Meeting Date: July 8, 2019
Item Type: Consent
Contact: Thomas J. Kaldunski, 651-450-2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

SJT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Accept proposal for professional engineering services for 1565 82nd Street site plan review.

SUMMARY

The City has been working with the owner of 1565 82nd Street regarding modifications to the site which includes building a new home and demolition of the existing house. The City's Comprehensive Plans near the home added some complexity to the review because of trunk utilities, a future lift station, a collector street, and existing power lines. The projected Engineering Division workload indicates it is prudent to secure proposals to utilize our engineering consultant pool to assist with plan review due to its complexity.

The City has secured a proposal to review this development project upon receiving an engineering escrow. The review charges will be funded by escrows received from the landowner. The landowner has provided a \$7,500 escrow to cover the consultant's documentation of the comprehensive plan issues and to allow the City Attorney the ability to draft a custom grading agreement and related development documents. Staff recommends consultant use on this residential project. Timing is a factor because the landowner wants to build this fall.

It is recommended that the Council accept the proposal from Bolton & Menk for site plan review at 1565 82nd Street. Their services are needed with some support from the City Engineering Division and the City Attorney. A project-specific proposal from the consultant has been shared with the landowner. The landowner concurred with the proposal to keep the development advancing per their timeline and he has provided the requested \$7,500 escrow. The custom grading agreement will be presented to the Council at a future City Council meeting.

TJK/kf

Attachment: Proposal from Bolton & Menk
Concept Grading Plan



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

June 18, 2019

Mr. Tom Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Professional Engineering Services
1565 82nd Street – Site Plan Review
City of Inver Grove Heights, Minnesota

Dear Mr. Kaldunski:

Thank you for the opportunity to submit this proposal to complete a site plan review for the proposed custom grading and home construction located just east of Argenta Trail and north of 82nd Street in the City of Inver Grove Heights. According to our discussions, the property owner is proposing new home construction adjacent to the existing on-site buildings. The site is adjacent to future trunk watermain and trunk sanitary sewer installations. It is also adjacent to future collector road construction.

Site Plan Review

Eric Seaburg will lead this review. He has worked with City staff on several trunk utility projects and is very accustomed to the City's standards and comprehensive plans. We anticipate the following scope for his review:

- Review the proposed site plan
- Review the following comprehensive plans and relevant infrastructure studies
 - Sanitary Sewer
 - Watermain
 - Storm Sewer & Water Resources
 - Transportation
- Develop list of concerns and/or requirements
- Overlay necessary easements and/or right-of-way onto the property owner's site plan
- Prepare a memorandum of findings including exhibits
- Review final submittal of information

Bolton & Menk proposes to complete the scope of work as described above for a not-to-exceed hourly fee of \$5,000. We look forward to working with you and the City on this project. If you have any questions regarding our proposal, please do not hesitate to call us.

Sincerely,

Bolton & Menk, Inc.

Eric Seaburg, P.E.
Project Manager

Brian Hilgardner, P.E.
Principal

LEGAL DESCRIPTION

That part of the Northeast Quarter of the Northwest Quarter of Section 18, Township 27, Range 22, Dakota County, Minnesota, described as beginning at the Southeast corner of said Northeast Quarter of the Northwest Quarter, thence South 89 degrees 58 minutes 17 seconds West, on an assumed bearing along the South line thereof, a distance of 1329.90 feet, to the Southwest corner of said Northeast Quarter of the Northwest Quarter, thence North 00 degrees 25 minutes 52 seconds West along the West line of said Northeast Quarter of the Northwest Quarter, a distance of 437.81 feet, thence North 89 degrees 58 minutes 17 seconds East, a distance of 855.72 feet; thence North 00 degrees 19 minutes 25 seconds West, a distance of 137.25 feet; thence North 87 degrees 01 minutes 58 seconds East, a distance of 475.50 feet to a point on the East line of said Northeast Quarter of the Northwest Quarter, thence South 00 degrees 19 minutes 25 seconds East along said East line, a distance of 599.43 feet to the point of beginning.

SCOPE OF WORK & LIMITATIONS

- Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
- Showing the location of observed existing improvements we deem necessary for the survey.
- Setting survey markers or verifying existing survey markers to establish the corners of the property.
- Existing building dimensions and setbacks measured to outside of siding or stucco.
- Showing and tabulating impervious surface coverage of the lot for your review and for the review of such governmental agencies that may have jurisdiction over these requirements to verify they are correctly shown before proceeding with construction.
- Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.
- While we show a proposed location for this home or addition, we are not as familiar with your proposed plans as you, your architect, or the builder are. Review our proposed location of the improvements and proposed yard grades carefully to verify that they match your plans before construction begins. Also, we are not as familiar with local codes and minimum requirements as the local building and zoning officials in this community are. Be sure to show this survey to said officials, or any other officials that may have jurisdiction over the proposed improvements and obtain their approvals before beginning construction or planning improvements to the property.
- This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.

STANDARD SYMBOLS & CONVENTIONS

••• Denotes iron survey marker, found, unless otherwise noted.

GRADING & EROSION CONTROL NOTES

BEFORE DEMOLITION AND GRADING BEGIN

- Install silt fence/bio roll around the perimeter of the construction area.
- Sediment control measures must remain in place until final stabilization has been established and then shall be removed. Sediment controls may be removed to accommodate short term construction activity but must be replaced before the next rain.
- A temporary rock construction entrance shall be established at each access point to the site and a 6 inch layer of 1 to 2 inch rock extending at least 50 feet from the street into the site and shall be underlain with permeable geotextile fabric. The entrance shall be maintained during construction by top dressing or washing to prevent tracking or flow of sediments onto public streets, walks or alleys. Potential entrances that are not so protected shall be closed by fencing to prevent unprotected exit from the site.

DURING CONSTRUCTION

- When dirt stockpiles have been created, a double row of silt fence shall be placed to prevent escape of sediment laden runoff and if the piles or other disturbed areas are to remain in place for more than 14 days, they shall be seeded with Minnesota Department of Transportation Seed Mixture 22-111 at 100 lb/acre followed by covering with spray mulch.
- A dumpster shall be placed on the site for prompt disposal of construction debris. These dumpsters shall be serviced regularly to prevent overflowing and blowing onto adjacent properties. Disposal of solid wastes from the site shall in accordance with Minnesota Pollution Control Agency requirements.
- A separate container shall be placed for disposal of hazardous waste. Hazardous wastes shall be disposed of in accordance with MPCA requirements.
- Concrete truck washout shall be in the plastic lined ditch and dispose of washings as solid waste.
- Sediment control devices shall be regularly inspected and after major rainfall events and shall be cleaned and repaired as necessary to provide downstream protection.

- Streets and other public ways shall be inspected daily and if litter or soils has been deposited it shall promptly be removed.
- If necessary, vehicles, that have mud on their wheels, shall be cleaned before exiting the site in the rock entrance areas.
- Moisture shall be applied to disturbed areas to control dust as needed.
- Portable toilet facilities shall be placed on site for use by workers and shall be properly maintained.

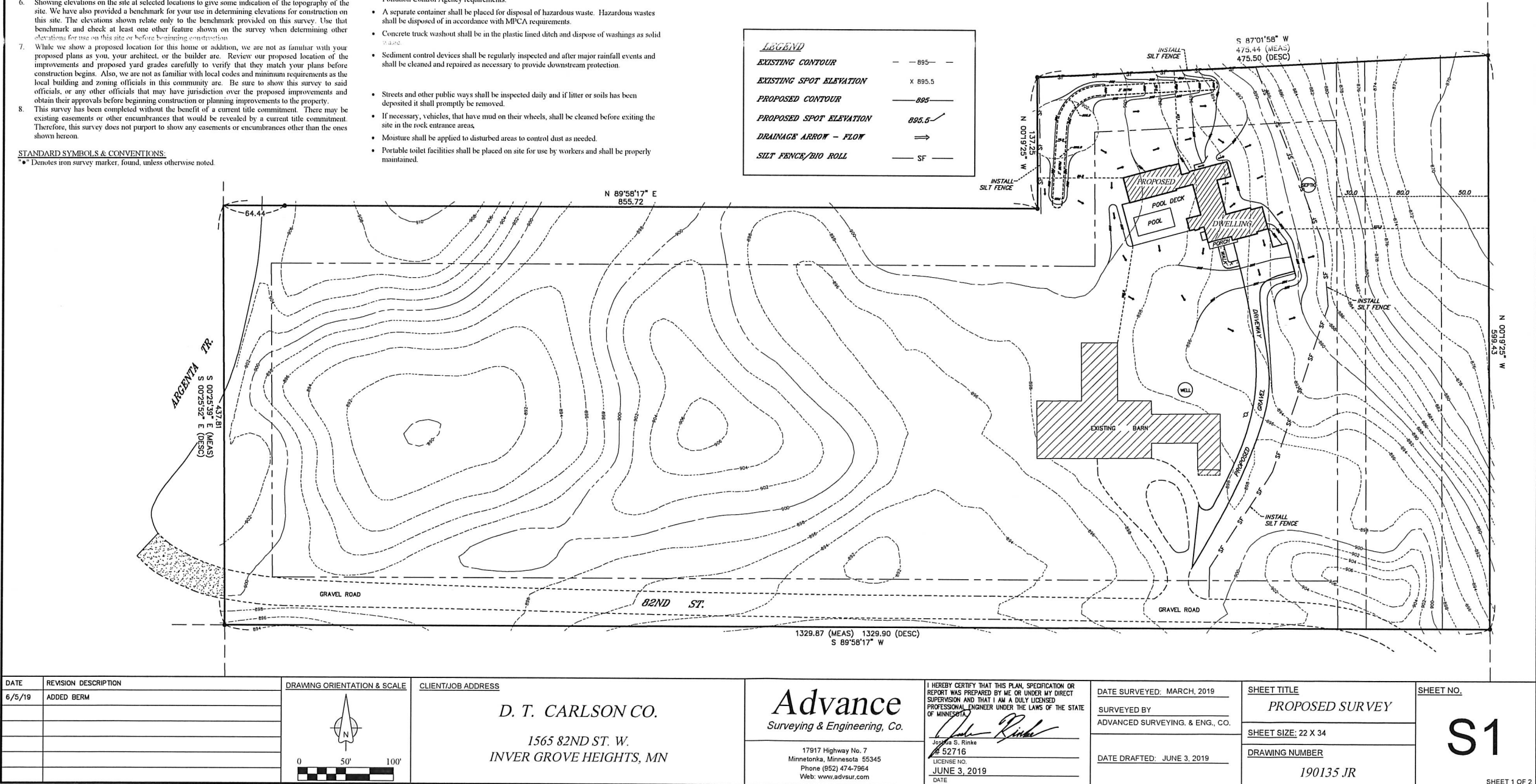
- If it becomes necessary to pump the excavation during construction, pump discharge shall be into the stockpile areas so that the double silt fence around these areas can filter the water before it leaves the site.
- Temporary erosion control shall be installed no later than 14 days after the site is first disturbed and shall consist of broadcast seeding with Minnesota Department of Transportation Seed Mixture 22-111 at 100 lb/acre followed by covering with spray mulch.
- Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins and additional silt fencing as deemed necessary to control erosion.

SITE WORK COMPLETION

- When final grading has been completed but before placement of seed or sod an "as built" survey shall be done per City of Inver Grove Heights requirements to insure that grading was properly done.
- When any remedial grading has been completed, sod or seeding shall be completed including any erosion control blankets for steep areas.
- When turf is established, silt fence and inlet protection and other erosion control devices shall be disposed of and adjacent streets, alleys and walks shall be cleaned as needed to deliver a site that is erosion resistant and clean.
- Contractor shall maintain positive drainage of a minimum 2% slope away from proposed building.

LEGEND

EXISTING CONTOUR	— 895 —
EXISTING SPOT ELEVATION	X 895.5
PROPOSED CONTOUR	— 895 —
PROPOSED SPOT ELEVATION	895.5
DRAINAGE ARROW - FLOW	⇒
SILT FENCE/BIO ROLL	— SF —



DATE	REVISION DESCRIPTION	DRAWING ORIENTATION & SCALE	CLIENT/JOB ADDRESS	Advace Surveying & Engineering, Co.	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. Jessica S. Rinke # 52716 JUNE 3, 2019	DATE SURVEYED: MARCH, 2019 SURVEYED BY ADVANCED SURVEYING, & ENG., CO. DATE DRAFTED: JUNE 3, 2019	SHEET TITLE PROPOSED SURVEY SHEET SIZE: 22 X 34 DRAWING NUMBER 190135 JR	SHEET NO. S1
6/5/19	ADDED BERM		D. T. CARLSON CO. 1565 82ND ST. W. INVER GROVE HEIGHTS, MN	17917 Highway No. 7 Minnetonka, Minnesota 55345 Phone (952) 474-7964 Web: www.advaceur.com				

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Schedule Special Council Meetings to Discuss Strategic Planning for 2020

Meeting Date: July 8, 2019
Item Type: Consent Agenda
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Council is asked to set Monday, August 19th; Monday, September 16th; and Monday, September 30th as Special Council meetings to discuss Strategic Planning for 2020 and beyond as well as establishing expectations setting the relationship and treatment in the Council to Council, Council to staff, and Council to public interactions. These meetings will start at 6:00 p.m. with the intention of being finished by 7:30 p.m. The meetings will be held in the Emergency Operations Center at City Hall, 8150 Barbara Avenue.

JL

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER APPROVAL OF RESOLUTION TO CONTINUE IN COUNCIL OF LOCAL RESULTS AND INNOVATION PERFORMANCE MEASUREMENT PROGRAM

Meeting Date: July 8, 2019
 Item Type: Consent
 Contact: Joe Lynch, City Administrator
 Prepared by: Michelle Calvert, Management Analyst
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider approval of resolution to continue in the Council of Local Results and Innovation Performance Measurement Program.

SUMMARY:

The Council of Local Results and Innovation Performance Measurement Program involves an annual renewal of the City's commitment to continue meeting the requirements of the program. The resolution that meets the requirement is attached.

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

RESOLUTION NO. _____

**RESOLUTION SUPPORTING CONTINUATION OF PARTICIPATION IN THE
PERFORMANCE MEASUREMENT PROGRAM ESTABLISHED BY THE STATE OF
MINNESOTA AND THE COUNCIL ON LOCAL RESULTS AND INNOVATION**

WHEREAS, In 2010, the State Legislature created the Council on Local Results and Innovation to launch a voluntary performance measurement and reporting program; and

WHEREAS, the Council on Local Results and Innovation released a standard set of performance measures for counties and cities to aid residents, taxpayers and state and local elected officials in determining the efficacy of counties and cities in providing services and to measure residents' opinions of those services; and

WHEREAS, the benefits to the City of Inver Grove Heights for participation in this program are outlined in Minn. Stat. § 6.91; and

WHEREAS, the benefits to the City of Inver Grove Heights for participation in this program includes eligibility for a reimbursement of \$0.14 (fourteen cents) per capita annually; and

WHEREAS, any city/county participating in the comprehensive performance measure program is also exempt from state levy limits under Minn. Stat. §275.70 to 275.74 for taxes payable, if levy limits are in effect; and

WHEREAS, further benefits to the residents of the City of Inver Grove Heights include greater accountability and transparency in consistently reported measurements.

WHEREAS, The City Council of Inver Grove Heights has adopted and implemented at least ten(10) of the performance measures, as developed by the council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and process for optimal future outcomes; and

NOW, THEREFORE, BE IT RESOLVED the City of Inver Grove Heights adopts a resolution supporting continuing participation in the performance measurement program established by the State of Minnesota and the Council on Local Results and Innovation.

Adopted by the City Council of Inver Grove Heights this 8th day of July, 2019.

ATTEST:

Joe Lynch, Interim Deputy City Clerk

George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: July 8, 2019
 Item Type: Consent Agenda
 Contact &
 Reviewed by: Janet Shefchik, HR Manager
 Prepared by: Cora Bauer

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

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

Part-Time/Temporary/Seasonal Employment:

Parks/Recreation/VMCC

Leah Willenbring, Kids Rock Assistant
 Maria Wallace, Kids Rock Assistant
 Elyce Bentson, Fitness Worker/Instructor
 Menucha Greenwald, Open Skate & Open Skate Guard
 Rachel Coss, Outside Services Golf Course
 Zachery Kelsey, Street Division

Voluntary Resignations and/or Seasonal Terminations:

Scott Fiedler, Concessionaire Golf
 Lisa Hanson Lamey, Guest Services Supervisor

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Therapeutic Massage Business License

Meeting Date: July 8, 2019
 Item Type: Regular
 Contact: 651-450-2464
 Prepared by: Michelle Calvert
 Reviewed by: Joe Lynch

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of an application by Enrique Solano, Jr. for a therapeutic massage business license at 4020 75th Street.

SUMMARY: An application has been submitted by Enrique Solano for a therapeutic massage business license. The applicant submitted the appropriate fees, insurance documentation, and other information as required by City Code. Mr. Solano has completed the required number of hours of therapeutic massage training and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation revealed no basis for the denial of the business license request.

RECOMMENDATION: Staff recommends approval of Therapeutic Massage Business License.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider the application of Lakeville Brewing Company LLC dba Inver Grove Brewing Company for an On-Sale Brew Pub Liquor License, a Sunday On-Sale Brew Pub Liquor License, and an Off-Sale Brew Pub Malt-Liquor License for the premises located at 9051 Buchanan Trail, Inver Grove Heights, MN 55076

Meeting Date: July 8, 2019

Item Type: Regular

Prepared by Michelle Calvert

Reviewed by: Joe Lynch

Contact: 651-450-2464



Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider the application of Lakeville Brewing Company LLC dba Inver Grove Brewing Company for an On-Sale Brew Pub Liquor License, a Sunday On-Sale Brew Pub Liquor License, and an Off-Sale Brew Pub Malt-Liquor License for the premises located at 9051 Buchanan Trail, Inver Grove Heights, MN 55076 and extended premises (formerly Ruby Tuesdays location).

SUMMARY:

Mr. Don Seiler has applied for Brew Pub Liquor License(s) for the premise at 9051 Buchanan Trail. The Police Department conducted the requisite background investigations on the applicants and found no basis for the denial of the request. The fees and certificate of insurance has been received. The public hearing notice was published in the June 23, 2019 issue of the Southwest Review.

RECOMMENDATION:

Staff recommends approval; however, actual issuance of the license(s) would be contingent upon fulfilling all requirements to hold a Brew Pub liquor license through the Minnesota Alcohol & Gambling Enforcement Division, and the satisfactory and inspections and approvals from the Fire and Building Departments.

ACTION REQUIRED:

Conduct public hearing and if Council concurs with the staff recommendation they should pass a motion approving the application for Lakeville Brewing Company LLC, dba Inver Grove Brewing Company for an On-Sale Brew Pub Liquor License, a Sunday On-Sale Brew Pub Liquor License, and an Off-Sale Brew Pub Malt-Liquor License and authorize the issuance of the liquor license upon fulfilling all requirements to hold an the above liquor licenses through the Minnesota Alcohol & Gambling Enforcement Division, and the satisfactory inspections and approvals from the Fire and Building Departments.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

JOE PUCEL - Case No. 19-17V

Meeting Date: July 8, 2019
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance to exceed the maximum size of an accessory structure allowed on the property located at 10423 Amy Court.

- Requires a 3/5th's vote.
- 60-day deadline: August 9, 2019 (second 60 days)

SUMMARY

The applicant is requesting to construct a two-story accessory structure with a 1,500 square foot footprint. Maximum size of a structure is based on gross square feet. The total gross square footage for the proposed building is 3,126. The maximum allowed is 1,600.

ANALYSIS

While the total gross square footage of the proposed structure exceeds 1,600 square feet, the footprint is only 1,500 square feet. The lower level would be mostly underground so that the front of the structure would look like a regular garage, but the back side would expose the lower level. There are no other detached structures on the property.

The property does have steep topography that drops off significantly around the house. The applicant chose to propose a two-story building to limit the amount of disturbance and tree removal rather than propose a larger footprint. While this does not create any unique circumstances for the larger square footage, the design limits the physical impact.

The intent of maintaining reasonable sized accessory structures would be impacted since the two-story structure is about double the gross square footage allowed.

RECOMMENDATION

Planning Division. Staff does not believe a practical difficulty has been shown to exceed the maximum size and does not preclude the homeowner from reasonable use of the property. A 1,600 total square foot structure could be constructed on the property. For these reasons staff is recommending denial of the variance request.

Planning Commission. The Commission could not find a practical difficulty to support and therefore recommended denial (7-0-1).

Attachments: Resolution denying the Variance
 Planning Commission Recommendation
 Letter from Resident
 Planning Staff Report

DENIAL RESOLUTION

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

RESOLUTION NO. _____

**RESOLUTION DENYING THE REQUEST FOR A VARIANCE TO ALLOW AN ACCESSORY
STRUCTURE 3,126 GROSS SQUARE FEET IN SIZE WHEREAS 1,600 GROSS SQUARE FEET
IS MAXIMUM ALLOWED**

**CASE NO. 19-17V
(Joe Pucel)**

WHEREAS, an application has been submitted for property legally described as;
**Lot 3, Block 2, Inver Hills 8th Addition, Dakota County, Minnesota according to the recorded
plat thereof.**

WHEREAS, an application has been received for a Variance to allow an accessory
building 3,126 square feet in size;

WHEREAS, the afore described property is zoned E-1, Estate Residential District;

WHEREAS, a Variance may be granted by the City Council from the strict application of
the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in
the variance so granted where practical difficulties or particular hardships result from carrying
out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request
on May 21, 2019 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the
following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the variance. The property would still function as a residential lot with an existing attached garage.
2. Approval of the variance to allow an accessory building larger than 1,600 gross square feet could set a precedent for other large accessory building requests.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance; the size of the accessory building may be considered a convenience to the applicant, not a practical difficulty as there is currently an attached garage and they are allowed a 1,600 gross square foot building that could be constructed complying with zoning criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an accessory structure 3,126 gross square feet is hereby denied.

Adopted by the City Council of Inver Grove Heights this 8th day of July, 2019.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joseph Lynch, Interim Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 21, 2019

SUBJECT: **JOE PUCEL – CASE NO. 19-17V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a variance to exceed the maximum size of an accessory structure, for property located at 10423 Amy Court. 9 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is proposing to construct a two-story detached accessory structure. The footprint of the structure would be 1,500 square feet; with the second floor and some dormer space the proposed structure would be 3,126 square feet in size whereas 1,600 square feet is the maximum allowed. The lot has steep topography and the proposed garage would essentially be a two-story walkout and would limit the amount of disturbance and tree removal. Staff recommends denial based on lack of a practical difficulty.

Commissioner Scales asked if there was a reason the square footage of both floors was counted.

Mr. Hunting replied that Council wanted size to be based on gross square footage so as to avoid massive two-story buildings.

Commissioner Scales asked when that was put in place as he recalled other two-story garages in which that calculation was not used.

Mr. Hunting replied that has always been used. He added that attic space within a roof peak is not counted, but in this case there are two full-story walls.

Commissioner Robertson commented that unique topography was irrelevant because the maximum size structure could be built and the size would be the same whether it was built on a flat pasture or steep slopes. She questioned whether the many trees with red ribbons were slated for removal.

Commissioner Lissarrague stated this was a similar situation to a recent request for a two-story accessory structure. The previous request was for a lot under five acres whereas this one was four acres.

Commissioner Niemioja asked what the maximum allowed would be on a lot five acres or larger.

Mr. Hunting replied 2,400.

May 21, 2019

Page 2

Commissioner Simon asked if this would comply if they shifted the dormers.

Mr. Hunting replied it would not as they would still have two full stories of 1,500 square feet each.

Opening of Public Hearing

Joe Pucel, 10423 Amy Court, advised he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Pucel replied in the affirmative. He stated the main reason for this construction design was to minimize the impact to the environment. He advised that a 1,600 square foot building pad would require massive retaining walls, extensive tree removal, and much more impact to the neighbors relative to what they would see in terms of structure. He advised that if he attached the garage to his house there would be no size limitation; however, the topography makes it challenging to get utility equipment in and his well stem would be right in front of the garage door. He advised that the trees with flags that were previously referenced by Commissioner Robertson were ones that could potentially be removed if he moved forward with the project.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Scales stated it was a good plan for the yard and the neighborhood, but he could not come up with a practical difficulty. He hoped that City Council would take a good look at it and consider approval.

Commissioner Robertson stated she was mostly concerned about the precedent this would set, in addition to the request not meeting the variance criteria.

Commissioner Scales stated he would like to understand the reasoning behind counting the second story as it did not add imperious surface which is the most common concern.

Commissioner Lissarrague agreed with Commissioner Scales, stating there are areas in the City where this would work.

Commissioner Niemioja agreed with her fellow commissioners and could not find a practical difficulty.

Commissioner Weber did not see the basement as an addition as it did not impact the neighboring landowners. He suggested the practical difficulty could be the access to Mr. Pucel's well being cut off if he attached the garage.

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Niemioja, to deny the request for a variance to exceed the maximum size of an accessory structure, for property located at 10423 Amy Court, based on the reasons listed in the report.

Recommendation to City Council

May 21, 2019

Page 3

Motion carried (7/0 with one abstention - Weber). This item goes to the City Council on June 10, 2019.

Planning Department
8150 Barbara Avenue
Inver Grove Heights, MN 55077



May 28, 2019

Dear Members of the Inver Grove Heights Planning Department,

My name is Wayne Kaul, and my wife and I live at 1015 105th Street W in Inver Grove Heights. We've received a letter regarding Case No. 19-17V for a building variance on an adjoining property (10423 Amy Court). My wife and I will be traveling on vacation in early June and will not be able to attend the public hearing on the variance request, so we wanted to contact you with our comments and concerns.

As we reviewed the plans, documentation, and evaluations for this structure and variance, we've noted the City Planner's report and his recommendation that the variance for this structure be denied. We would agree with his recommendation to deny the variance. Our thoughts and reasons follow:

The location of the proposed building is directly across a small pond from our home. Although these are heavily wooded lots -- and we would likely not see the structure from April through October -- the new structure would be very visible from nearly every room in our home for the months of October through March. For that reason, the size of the structure (nearly 2x the square footage limits) is a significant concern for us since the views from our home would be impacted for six months of the year.

The homeowner's narrative states that the size of the building will vary based on which side you're looking at. What isn't stated is that we would get the worst-case-scenario from our home. Not only would we see the greatest vertical size of the structure from the rear, the position of the building also influences the width of the structure visible from our home. The proposed placement and position of the building is angled toward our home so that we would see both the left elevation and rear elevation of the building. Although it measures 40' x 36', the angle and position of the garage would give us the net effect of a 54' wide structure (measured across the diagonal of the building) from our home.

We trust the City Council will give strong consideration to (a) our concerns and (b) the City Planner's recommendation to deny the variance. Since we are unable to attend the hearing, we have no way to predict options and alternatives that may be considered or proposed. Our request to the City Council is that if it approves a smaller structure, we would again appreciate your consideration for the design and layout to reduce the impact on the views from our home. As one example, would it be possible to make a new detached structure (compliant with zoning) more of an extension -- along the same direction/lines -- of the existing garage? Doing so would mean we would only see the left elevation of the structure, which would be a reduction in what we would see from our property. This approach would also seem to improve service access to the homeowner's back yard.

Thank you for the opportunity to voice our concerns regarding the effect of this building. We believe the proposed structure would diminish both our property value and the views from our home -- and we agree with the City Planner that the variance be denied. We understand the needs for additional storage

space, but we hope and trust that a storage solution can be found for the homeowner that would not have a negative effect on our property.

Thank you --

A handwritten signature in black ink, appearing to read "Wayne Kaul". The signature is fluid and cursive, with the first name "Wayne" and last name "Kaul" clearly distinguishable.

Wayne and Robyn Kaul
1015 105th Street W
Inver Grove Heights, MN 55077

612-201-1601

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

CASE NO: 19-17V

HEARING DATE: May 21, 2019

APPLICANT/PROPERTY OWNER: Joe Pucel

REQUEST: Variance from accessory structure maximum size

LOCATION: 10423 Amy Court

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to construct a new two-story accessory structure. One level would be at grade, the other below grade but partially exposed. The footprint of the structure would be 1,500 square feet. Within the roof peak there will be attic space with two dormers. The attic space does not count towards total square footage, but the dormers would count. The total gross square foot of the proposed structure would be 3,126 square feet.

The property is 4.12 acres in size and zoned E-1, Estate Residential. Maximum size of an accessory structure in the E-1 zone with a lot less than 5.0 acres in 1,600 gross square feet. If the structure is larger than 1,000 square feet, it must maintain a 50 foot setback from all property lines. The proposed structure would comply with setback requirements.

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the property:

North - Single family residential; zoned E-1; guided RDR

East - Single family residential; zoned E-1; guided RDR.

West - Single family residential; zoned E-1; guided RDR.

South - Single family residential; zoned E-1; guided RDR.

VARIANCE REVIEW

City Code Title 10, Chapter 3. Variances, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria

which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The intent of the code requirement is to limit the size of structures, so they retain residential accessory uses and are not used for commercial uses. The size limit was based on gross floor area to limit multi-level accessory structures. The request for a larger building does not appear to be in harmony with the intent of the code regulation.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

While the total gross square footage of the proposed structure exceeds 1,600 square feet, the footprint is only 1,500 square feet. The lower level would be mostly under ground so that the front of the structure would look like a regular garage, but the back side would expose the lower level. There are no other detached structures on the property.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property does have steep topography that drops off significantly around the house. The applicant chose to propose a two-story building to limit the amount of disturbance and tree removal rather than propose a larger footprint. While this does not create any unique circumstances for the larger square footage, the design limits the physical impact.

4. *The variance will not alter the essential character of the locality.*

This neighborhood is all zoned E-1. The proposed structure footprint would not be out of character of the neighborhood because it is under the maximum allowed. The intent of maintaining reasonable sized accessory structures would be impacted since the two-story structure is about double the gross square footage allowed.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis or a sole basis for either of these requests.

Engineering has reviewed the application and noted that if the variance is approved a grading plan and erosion control plan must be submitted to the city and approved by the City Engineer before a building permit can be issued. Engineering also notes that a storm water management plan may be necessary if land disturbance is more than 1,000 square feet.

ALTERNATIVES

- A. **Approval:** If the Planning Commission finds the application acceptable, the request should be recommended for approval subject to the following conditions:

1. The site shall be developed in substantial conformance with the Site Plan dated 4/22/19 on file with the Planning Division except as modified herein.
2. A drainage plan and erosion control plan shall be submitted to the City and approved by the City Engineer prior to issuance of a building permit and shall also be subject to comments made in memo from City Engineer dated 4/26/19
3. The accessory building shall not be used for a commercial use, home occupation or for storage related to a commercial use.

Practical difficulty:

- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Based on the information in the preceding report staff does not believe there is sufficient rationale to support all criteria of a variance review and therefore recommends denial of the request as proposed. While the applicant designed the project to minimize grading and tree removal by building two stories and keeping the footprint below 1,600 square feet, Staff does not believe a practical difficulty has been shown to exceed the maximum size and does not preclude the homeowner from reasonable use of the property. A 1,600 total square foot structure could be constructed on the property. For these reasons staff is recommending **denial of the variance request.**

Attachments: Exhibit A –Location Map
Exhibit B –Narrative
Exhibit C – Site Plan
Exhibit D – Topography Map
Exhibit E – Building Elevations



Written narrative clearly describing the request

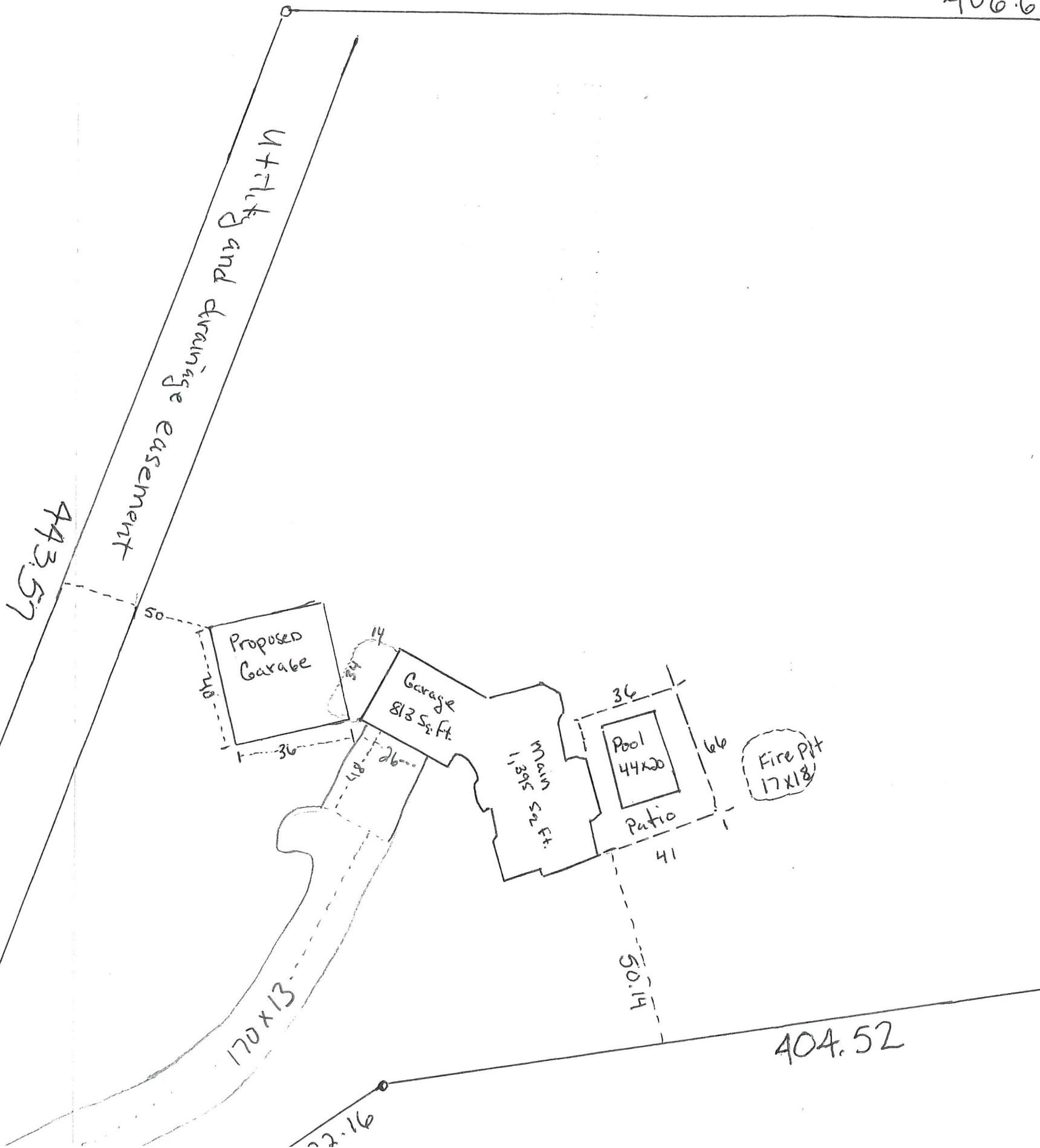
I am requesting a variance from the Title 10 Zoning Regulation restricting the size of a detached garage. My property is zoned E-1 Estate and I own 4.12 acres. As such, current zoning limits the size of a detached garage to 1,600 square feet. The detached garage I am requesting a variance to build would be three levels. Levels one (below grade) and two (grade) would each have 1,500 square feet and level three would have 126 square feet for the dormers, for a total of 3,126 square feet. The height of the building will vary based on which side of the building you are looking at. From the front, the building will be 21', measuring from roof to midpoint (drawing attached).

A primary objective in designing this garage was to match the architecture of the existing garage/home. The existing garage includes dormer windows and a "bonus room" above it. The new garage has been designed the same way and the third level above the garage will be unfinished storage space.

I considered attaching the new garage to the existing building and avoiding the need for the variance requests. However, attaching the garage creates several practical difficulties outlined below.

- Due to the topography of the property (ground slopes severely on both sides of the house), I have limited access for service equipment to the back yard. Currently there is a gravel driveway on the side of the existing garage where septic service, pool service, hot tub service, etc. access the back yard. If I were to attach the new garage to the existing garage it would block the current service access to my backyard. Due to the severe slope of the property, creating a new access around the new garage would be impractical.
- My well stem is located 11' to the left/front of the existing garage. If I attach the new garage to the existing garage, the well stem would be located directly in front of one of the doors and restrict access to the new building. Detaching the new garage allows me to move the building away from the well stem and avoid the well stem obstruction. I am the second owner of this property and did not create the well stem problem.
- The design of the new building includes a tuck under level below grade that adds 1,500 sq. ft. We chose this construction option over building a slab on grade for a couple of reasons. Due to the topography of the property, building the garage on a slab would require a tremendous amount of fill and significant retaining walls approximately 8' high. The walls would need to be placed far enough away from the building to support the fill. The footprint of the combined retaining walls and a new garage slab on grade would be much larger than the garage we have designed. It would also require the removal of many more mature trees. My property is mostly wooded. We believe our goal to retain as much mature woods as possible is consistent with the Comprehensive Plan. This design feature (tuck under) is the primary reason the building exceeds the square footage restrictions, but it reduces the overall footprint and impact on the environment.

486.6



Lot 3, Block 2, INNER HILLS EIGHTH ADDITION

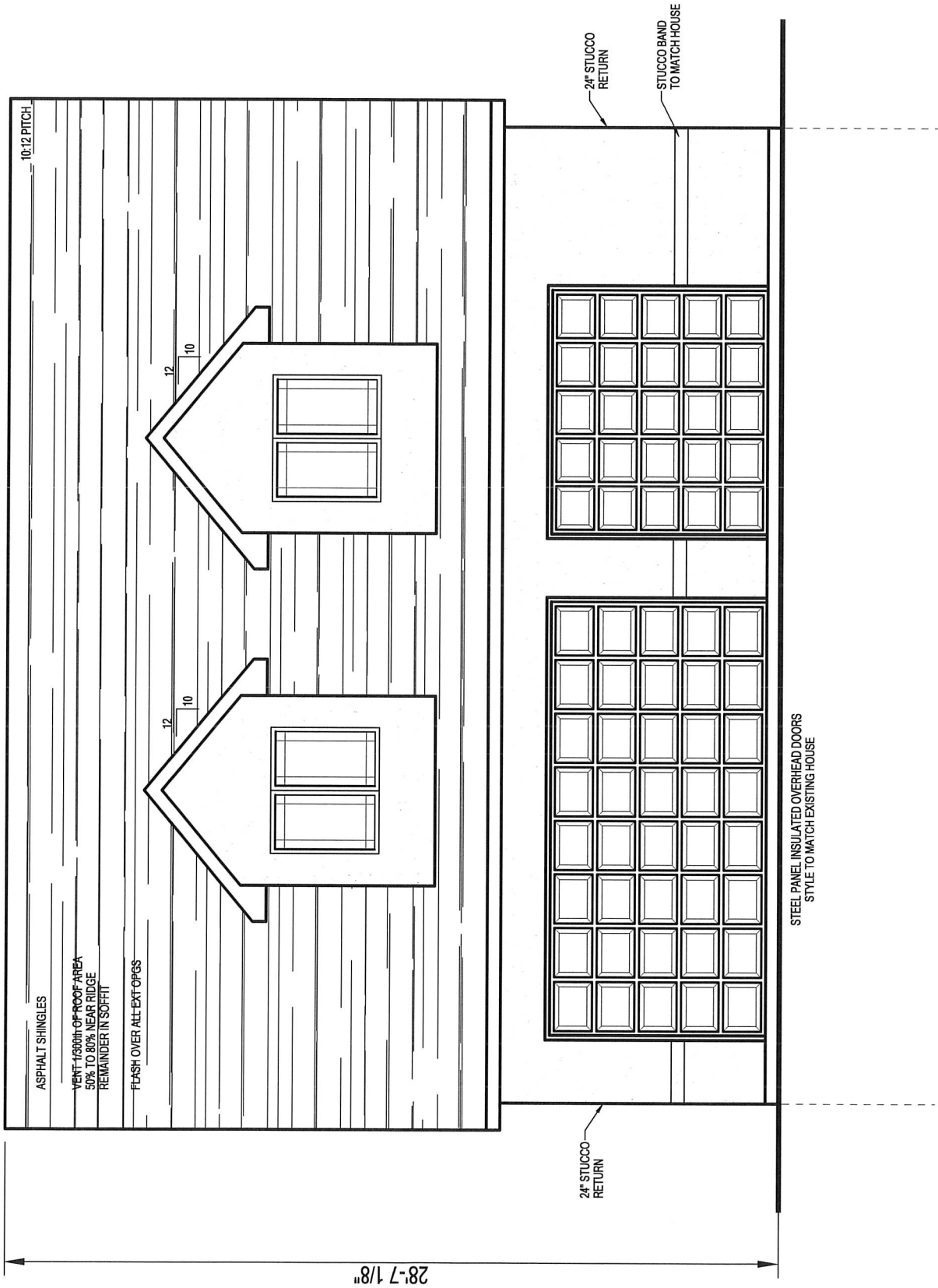




Topography Map

Case No. 19-17V





Dimensions, notes, details and confirmation to all local codes are to be verified by owner and contractor prior to the start of construction. Phillips Planning, Inc. will assume no responsibility for same after commencement of construction.

REVISIONS

PUCCEL GARAGE



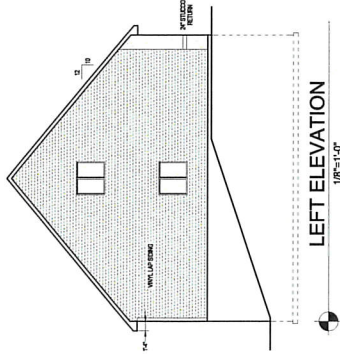
PHILLIPS ENGINEERING, INC.
1204 W. 10TH STREET
SUITE 100
DENVER, CO 80202
303.733.1111
www.phillipseng.com



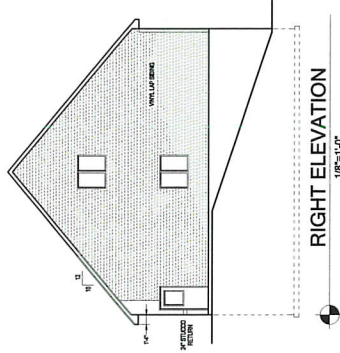
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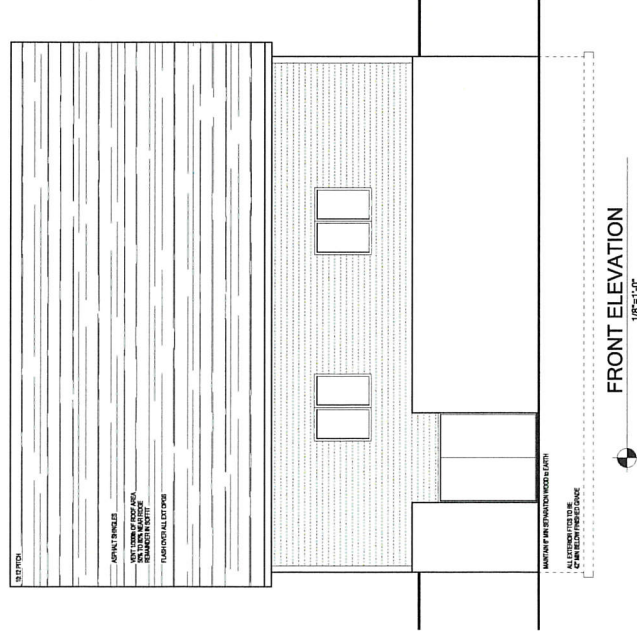
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18-1203A



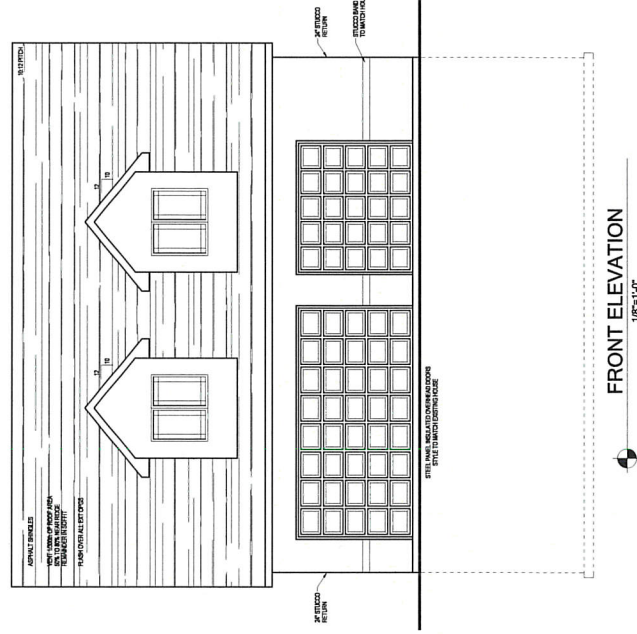
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1/8"=1'-0"



RIGHT ELEVATION
1/8"=1'-0"

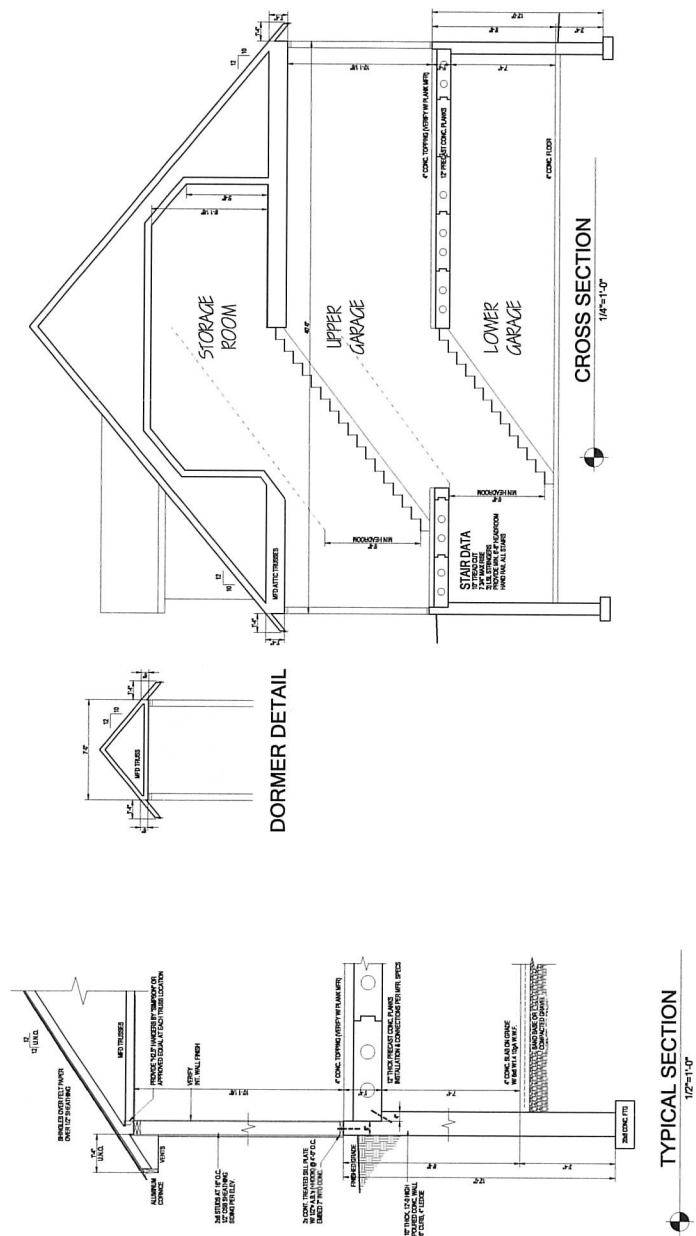


FRONT ELEVATION
1/8"=1'-0"



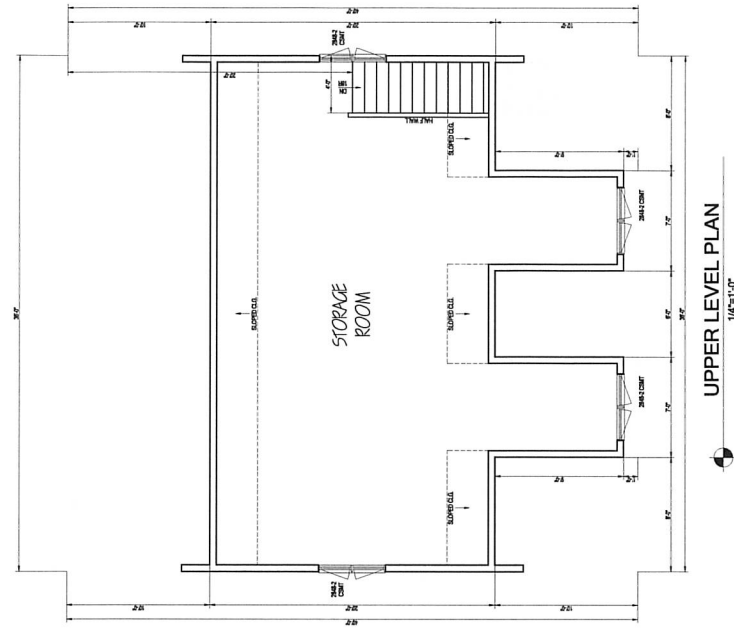
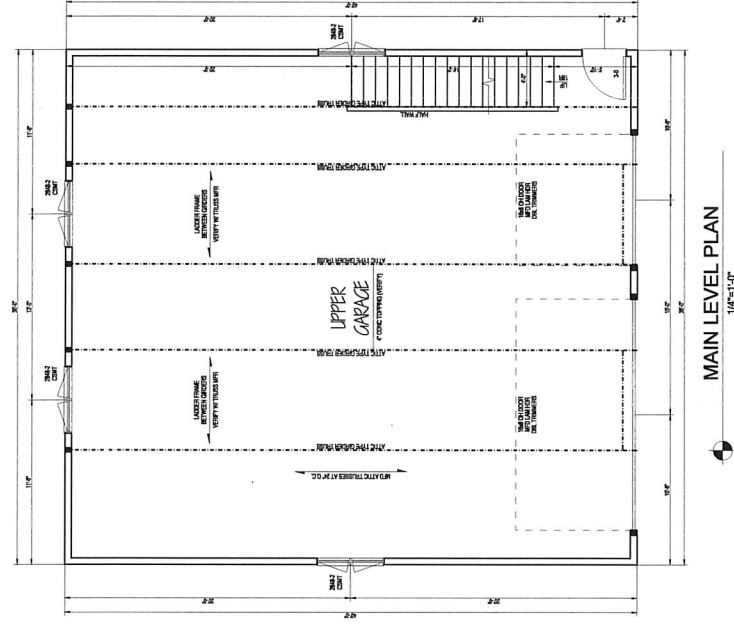
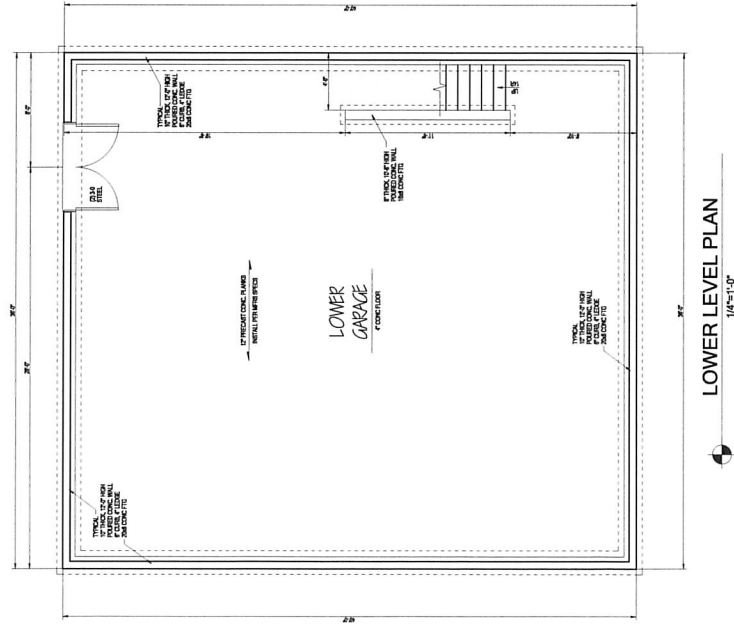
FRONT ELEVATION
1/8"=1'-0"

Dimensions, notes, details and conformation to all local codes are to be verified by owner and contractor prior to the start of construction. Phillips Planning, Inc. will assume no responsibility for same after commencement of construction.



PUCEL GARAGE	3	3
PLUMB 18-1200A		
DATE: 12-3-2018		

Dimensions, notes, details and conformation to all local codes are to be verified by owner and contractor prior to the start of construction. Phillips Planning, Inc. will assume no responsibility for same after commencement of construction.



PUCCEL GARAGE	2 3
PLAN# 18-1233A	
DATE: 12-3-2018	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WILLIAM KRECH – CASE NO. 19-07SZC

Meeting Date: July 8, 2019
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for property located at 2001 120th Street;

- a) A Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Residential District.
- b) A Resolution relating to a Preliminary Plat for a 20-lot subdivision to be known as Amberwood
- c) A Resolution relating to a Preliminary PUD Development Plan for Amberwood including the specific flexibility requests from R-1C standards.
 - All Require 3/5th's vote.
 - 60-day deadline: July 18, 2019 (second 60 days)

SUMMARY

The applicant is proposing to develop a single family project over the 11 acre parcel. A total of 20 single family home sites are being proposed with a public street system to serve the lots. The applicant is requesting a Planned Unit Development type project in order to provide some flexibility in site design including; lot sizes, setbacks. The property is currently zoned Agricultural and will require a rezoning to R-1C, Single Family Residential/Planned Unit Development.

ANALYSISRezoning:

- The requested rezoning would be consistent with the current LDR comprehensive plan designation for the property. The LDR designation density range is 1-3 units/acre. The proposed project would be 2.10 units/acre.

Preliminary Plat:

- The preliminary plat consists of 20 single family lots and two outlots. Outlot A would be for storm water purposes and Outlot B would be for the required open space and would be privately owned.

Preliminary PUD Development Plan:

- Plan is designed with smaller lot sizes and widths. Lot sizes range from 9,104 square feet to 18,279 square feet. Lot widths would be generally 70 feet wide.
- Setbacks are proposed at 25 feet for front yard and 15 feet between buildings.
- Approximately 26% of the site (2.85 acres) would be preserved in open space. This also retains more existing trees than through a standard subdivision.
- Plans show tree removal of 52% of existing trees. Reforestation required is 599 caliper inches. Landscape plan provides for the required reforestation.
- Access via an extension of Azure Lane. Street stubbed to the southern boundary for future extension.
- Utilities via Eagan through the joint powers agreement.

Engineering has reviewed the revised plans and does not find any issues with the revised plans. Engineering has previously noted comments and changes that will need to be incorporated into the final plan set.

RECOMMENDATION

Planning Staff. Project meets technical review standards and the PUD plan utilizes smaller lot sizes and widths, reduced setbacks. City Council to determine if the project meets the intent of the criteria for a planned unit development.

Planning Commission. Did not think the project was consistent with the existing character of the surrounding neighborhoods and therefore recommended denial of all requests which were based on the original 26 lot development (8-0-1).

Attachments: Rezoning Ordinance
Resolution Approving the Preliminary Plat and Preliminary PUD Development Plan
Resolution Denying the Rezoning, Preliminary Plat and Preliminary PUD
Planning Commission Recommendation
Updated Planning Report
Letter from Resident

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE
INVER GROVE HEIGHTS CITY CODE

CASE NO. 19-07SZC
(William Krech)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from A, Agricultural District to R-1C/Single Family Planned Unit Development to wit:

**The Northwest ¼ of the Southwest Quarter of the Southwest Quarter of
Section 31, Township 27, Range 22 West.**

SECTION II. The Zoning Map of the City of Inver Grove Heights referred to and described in said Ordinance No. 1190 as that certain map entitled "Inver Grove Heights Zoning Map, June 24, 2002", together with all amendments thereto, hereinafter referred to as the "zoning map", shall not be republished to show the aforesaid rezoning, but the Clerk shall appropriately mark the said zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for in this ordinance and all of the notations, references and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

SECTION III. This Ordinance shall be in full force and effect from and after its publication according to law.

Ordinance No.
Page 2

Enacted and ordained into an Ordinance this 8th day of July, 2019.

Ayes:
Nays:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim Deputy Clerk

APPROVAL RESOLUTION

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF 20 SINGLE FAMILY LOTS AND TWO (2)
OUTLOTS FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS AMBERWOOD**

CASE NO. 19-07SZC

WHEREAS, a preliminary plat and preliminary PUD development plan application has been submitted to the City for property legally described as;

**The Northwest ¼ of the Southwest Quarter of the Southwest Quarter of Section 31,
Township 27, Range 22 West**

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on April 19, 2019;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Amberwood is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Cover Sheet	6/27/19
Preliminary Plat	6/27/19
Preliminary Grading Plan	6/27/19
Preliminary Erosion Control Plan	6/27/19
Preliminary Sanitary & Watermain/Site Plan	6/27/19
Preliminary Storm Sewer Plan	6/27/19
Preliminary Street Plan (2 sheets)	6/27/19
Preliminary Landscape Plan	6/27/19
Tree Preservation Plan (2 sheets)	6/27/19

2. The PUD shall be approved with the following specific standards:
 - a. Structure setbacks allowed per table shown on the Preliminary Site Plan and Grading Plan.
 - b. Reduced lot size and width as shown on the Preliminary Plat.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved and shall also comply with the dedication requirements of the joint powers agreement.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
8. The developer shall be responsible to insure Outlot B remains in open space and is controlled by the homeowner's association. A conservation easement shall be placed over the easement to restrict use and restrict cutting of vegetation. It shall remain in its present state. The easement would be part of the improvement agreements for the final plans.
9. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
10. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the requirements of the Planned Unit Development plans.
11. The approved plans shall be subject to the conditions of the Inver Grove Heights/Eagan joint powers agreement.

Resolution No. _____

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Passed this 8th day of July, 2019.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Joseph Lynch, Interim Deputy Clerk

DENIAL RESOLUTION

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

RESOLUTION NO. _____

RESOLUTION DENYING THE REQUEST FOR 1) A REZONING FROM A, AGRICULTURAL TO R-1C/PUD, SINGLE FAMILY PLANNED UNIT DEVELOPMENT, 2) A PRELIMINARY PLAT AND PRELIMINARY PLANNED UNIT DEVELOPMENT TO BE KNOWN AS AMEBERWOOD

**CASE NO. 19-07SZC
(William D. Krech)**

WHEREAS, an application has been submitted for property legally described as;

**The Northwest ¼ of the Southwest Quarter of the Southwest Quarter of Section 31,
Township 27, Range 22 West.**

WHEREAS, in accordance with Minnesota Statutes, Section 462.357, Subdivision 3, a public hearing concerning the proposed Ordinance and Comprehensive Plan Amendment was held before the Inver Grove Heights Planning Commission on April 16, 2019;

WHEREAS, the responsibility of the City Council is to insure orderly and sound development throughout the city;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the request for a rezoning and preliminary plat/PUD is hereby denied based on the following findings of fact:

1. The design of the plat was found to be inconsistent with the character of the neighborhood.
2. The lot sizes proposed were a significant departure from those to the north.
3. The requested flexibility for a number of items built into the plan was also a significant departure from the surrounding area.

Resolution No. _____

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Adopted by the City Council of Inver Grove Heights this 8th day of July, 2019.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Joseph Lynch, Interim Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: April 16, 2019

SUBJECT: **WILLIAM D. KRECH – CASE NO. 19-07SZC**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary plat and preliminary PUD for a 26-lot subdivision and a rezoning of the property from A, Agricultural to R-1C/PUD, Single-family, for the property located at 2001 – 120th Street. 51 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the subject property is in the southwest corner of the City. The applicant is proposing to develop a 26-lot single-family project on the 11-acre parcel. The request is for a rezoning to R-1C/PUD, a preliminary plat, and a preliminary PUD. Staff compared the proposed density to the R-1C standards and the Low-Density Residential category of the comprehensive plan. If you take out the streets, the net area is 9.49 acres. Using the R-1C 12,000-square foot minimum lot size, the theoretical maximum would be 34 units whereas the applicants are proposing 26. Using the LDR standards of 1-3 units per acre, the 9.49-acre parcel would allow 28 units whereas 26 are being proposed. The applicants are preserving some open space and are proposing lot sizes ranging from 7,162 square feet to 14,130 square feet in size, with the smallest lot width being 55 feet. These lots would be comparable to those approved in the Northwest Area. The applicant is requesting flexibility from setback standards to allow a 25-foot front and corner setback whereas 30 feet is required, and a 15-foot separation between buildings whereas 20 feet is required. The site is heavily wooded. The applicant plans to remove 56% of the trees. A total of 902 caliper inches are required to be replanted. The applicant is proposing to replace 564 caliper inches, which leave the plan short 338 caliper inches. The applicant is requesting flexibility so that the required planting does not crowd out the lots and kill the trees. The applicant must pay both Eagan and Inver Grove Heights park dedication fees. The project is proposing to extend Azure Lane to the southern boundary for future connection that will ultimately connect to an extension of 120th Street in Eagan and Rosemount. There will be one cul-de-sac on the west side. Concerns have been raised regarding additional traffic volumes on the local streets with this project. There are currently 11 homes that have driveways on Azure. The addition of the 26 proposed homes would equal 37 driveways. Based on the 11 existing driveways on Azure Lane and the proposed 26, staff believes there would be about 370 vehicle trips per day on Azure that could funnel out to the different streets. According to the City Engineer, a typical residential local street is designed for between 3,000 to 5,000 vehicle trips per day; therefore, the addition of 26 homes should not overburden the street system. The plan identifies two potential wetlands. Since both are in an outlot, the wetlands would not be impacted. Mr. Hunting advised that Condition 2(d) can be stricken as it does not apply. Commissioners were provided electronic and hard copies of emails received from neighbors.

Chair Maggi asked staff to point out the adjacent neighborhoods and lot sizes.

Recommendation to City Council

April 16, 2019

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Mr. Hunting stated that the properties to the east are larger lots, the parcel to the south is about 11 acres, and the properties to the north are zoned R-1C but average about 20,000 square feet in size.

Commissioner Lissarrague asked how a person would get from the subject parcel to Highway 3 or Cliff Road.

Mr. Hunting showed the various available routes using a diagram.

Commissioner Wippermann asked which city (Eagan or Inver Grove Heights) would review this to make sure there is an adequate water supply and sewer capability to serve the proposed development, as well as existing properties.

Mr. Hunting replied that Eagan would review the utilities as they were calculating utility connection fees; however, they had already determined they had the capacity to address utility needs per R-1C standards.

Chair Maggi questioned how wide the driveway could be if the lot was only 35 feet.

Mr. Hunting replied 25 feet as it must have at least a 5-foot setback on either side.

Chair Maggi asked what the standard two-car driveway width was.

Mr. Hunting replied 18-20 feet.

Chair Maggi asked if the Planning Commission would be approving exact numbers with this PUD or whether the applicant had the flexibility to change the setbacks.

Mr. Hunting replied that the Commission would be approving the exact numbers listed in the report.

Commissioner Simon noted that the proposed lot sizes were as small as 7,162 square feet, far below the 12,000 square foot minimum R-1C standards. She asked for clarification that they would be allowed up to 40% impervious surface.

Mr. Hunting replied in the affirmative.

Chair Maggi asked if individual lot owners could request a variance on top of that.

Mr. Hunting replied they had the ability to request a conditional use permit for an additional 10%, just as any other lot owner.

Commissioner Weber asked if setbacks were measured from the building pad or the roof overhang.

Mr. Hunting replied that setbacks were measured from the exterior vertical wall.

Recommendation to City Council

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Commissioner Robertson asked how wide a typical overhang would be.

Mr. Hunting replied 2-3 feet.

Commissioner Wippermann asked what the gap was on the preliminary plat between Lot 7, Block 1 and Lot 1, Block 2.

Mr. Hunting replied it was an access to Outlot B.

Commissioner Niemioja asked if the City needed access to Outlot B.

Mr. Hunting replied the City did not need access to Outlot B as it was a private outlot.

Commissioner Weber asked if the proposed streets were public or private.

Mr. Hunting replied public.

Commissioner Simon asked if homeowners could request to have more than 40% impervious surface.

Mr. Hunting replied in the affirmative, stating they could request a conditional use permit to allow an additional 10%; anything above that would require a variance. Any impervious surface over what is proposed would require additional stormwater treatment.

Commissioner Lissarrague asked what the average lot size was in the adjacent development.

Mr. Hunting replied approximately 20,000 square feet.

Opening of Public Hearing

Dick Braun, Sunfish Lake, representing Amberwood Development, advised that regarding the previous question about capacity, the Eagan City Engineer confirmed they had the capacity to supply services for this site through the City of Eagan.

Chair Maggi asked Mr. Braun if he read and understood the report.

Mr. Braun replied in the affirmative.

Commissioner Niemioja asked if the developer planned to do anything with Outlot B other than keep it as open space.

Mr. Braun replied they did not.

Commissioner Niemioja asked if ownership of the outlots would transfer to the homeowners once all lots were sold.

Mr. Braun replied that it would be a divided interest amongst the 26 individual owners.

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Commissioner Robertson asked if there was a way to reconfigure the plat to have more equitably sized lots that meet the 12,000 square foot minimum.

Mr. Braun replied that their original plat was a 22-lot development, but it was later changed as 95% of the trees would have to be removed. Because there were so many high-quality trees on this parcel, they decided to go in a different direction and changed the plat to the one being proposed.

Chair Maggi asked how large the house pads were.

Mr. Braun replied that he believed they were 40' x 69'.

Chair Maggi asked what the smallest lot width was on the proposed plat.

Paul Cherney, Pioneer Engineering, replied 55 feet.

Commissioner Robertson asked how much separation there would be between buildings.

Mr. Braun replied 15 feet.

Chair Maggi asked for an explanation of the relationship between the applicant and the trust.

Mr. Braun explained that the property is owned by the trust until such time as the development is fully approved.

Chair Maggi asked staff to confirm that the PUD would stay with the land.

Mr. Hunting replied in the affirmative.

Mr. Braun showed a rendering of examples of proposed homes for the site.

Commissioner Niemioja asked if they were proposing primarily two-car garage homes.

Mr. Braun replied in the affirmative, stating some lots may offer a three-car garage.

Commissioner Niemioja asked if they planned to market to older empty-nesters.

Mr. Braun stated that is primarily who they anticipate purchasing this type of product.

Commissioner Niemioja asked if this neighborhood would have an age restriction.

Mr. Braun replied it would not.

Commissioner Wippermann asked if the proposed homes had basements.

Mr. Braun replied in the affirmative, stating there were 13 walkout lots, 8 lookout lots, and 5 flat

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lots which could have full basements or be slab-on-grade.

Chair Maggi explained that the Planning Commission is an advisory commission whose purview is land use, not financials, etc. At the end of the public hearing they will make a recommendation to City Council, who has a much broader purview.

Prasantha Wells, 11687 Azure Lane, stated she lived on the corner lot abutting the north end of the proposed development. She researched the City's Planning and Zoning webpage and the 2040 Comprehensive Plan and quoted several statements, including that the focus is to provide the orderly development and redevelopment of the City and that the Comprehensive Plan actively plans for the future so that the physical form of the community represents what the community wants to be rather than a reaction to trends and patterns resulting from outside forces. She was opposed to the request, stating in reviewing this request they should look at not only the technical zoning requirements for the land itself, but also at the impact to the adjacent areas and the overall look and feel of the development in conjunction with those adjacent areas. She stated there was a vast difference between what is being proposed and what already exists in Woodland Preserve and Broadmoor and that should be taken into consideration so as to remain consistent with the comprehensive plan and zoning ordinances. What is being proposed would ultimately look like an unplanned single neighborhood development. One of the comprehensive plan policies for an established development area is to ensure that the new development areas are compatible in size and scale with existing adjacent neighborhoods; however, the look and feel of the houses, reduced lot sizes and setbacks, as well as the two-car garages make it apparent that this new development area will not be compatible with the existing adjacent neighborhood. The comprehensive plan also states that appropriate buffers should be provided to accommodate the range of housing types. The proposed plat is much denser than the adjacent neighborhoods to the north, and has a different housing type, but yet no buffer is proposed to demarcate the difference in the neighborhoods. She advised that the lot immediately behind her home would face a different direction than hers and she would be looking at the side of a house. City ordinances also state there should be a planted screened easement in the Amberwood Development of sufficient depth to provide an appropriate buffer across which there should be no right of access between the northernmost lots and those of Woodland Preserve. Ordinances require that the perimeter of a PUD be designed to minimize the impact of the development on surrounding areas. In her opinion what is being proposed would negatively impact her neighborhood. She is concerned about the variances being requested, the lack of a buffer, and the inconsistency with the adjacent neighborhoods.

Commissioner Simon asked Ms. Wells what the distance was between her home and the rear property line.

Ms. Wells replied that her home was 50 feet from the rear property line and would result in an odd transition as her home faces a different direction than the proposed home next to her.

Commissioner Robertson asked Ms. Wells what the undesirable impacts were that she previously mentioned.

Ms. Wells replied having neighborhoods that do not transition well into other housing types.

Recommendation to City Council

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Commissioner Lissarrague stated the proposed lots were not consistent with the character of the existing neighborhood.

Ms. Wells stated another impact to her neighborhood was that the trees to be retained bordered the Eagan side of the development rather than the Woodland Preserve.

Commissioner Robertson asked the developer if the intent was to remove the trees across the back yard of Ms. Wells' home.

Mr. Braun replied in the affirmative, stating they would then add some trees back in. The side yard setback of the northernmost home was 15' and they plan to plant a row of 8'–14' trees.

Commissioner Scales stated he gets concerned when they talk about buffer zones because years ago the owners of the 5 and 10 acre lots in this neighborhood may have had similar comments when the Woodland Preserve development was proposed. He is more concerned about zoning standards and what fits with the neighborhood. If it fits the land use criteria, he thinks they would have a hard time denying the request.

Commissioner Niemioja advised Ms. Wells that the comprehensive plan can be continuously amended and revised, but stated she understood many of her arguments. She asked if there was a monument into Woodland Preserve designating the neighborhood.

Unknown person stated there was no monument sign for Woodland Preserve.

Jeff Halvorson, 4858 Sycamore Drive, Eagan, stated he lived west of the proposed development and was representing some of his neighbors as well. He stated he appreciated the proposed tree buffer between his home and the proposed development. His main concern, other than finances and density, was the additional impervious surface. He advised there is currently a lot of standing water on the subject property which often channels into Eagan. Adding more impervious surface would likely only worsen the problem.

Commissioner Niemioja asked Mr. Halvorson what the average lot size was on his street.

Mr. Halvorson replied that most of the homes were about a third-acre in size with three-car garages; completely different than what is being proposed tonight.

Commissioner Weber stated according to the drawings the land would drop off and may pull more water away.

Mr. Halvorson stated that the lots near him were likely the slab-on-grade rather than walkouts.

Heather Passe, 11671 Azure Court, presented a scaled drawing showing the lot size difference between the proposed lots and those of Woodland Preserve. She stated her home abuts the proposed neighborhood and she has concerns regarding traffic and safety. The only exit/entrance for these 26 homes comes through her neighborhood. When she built her home, she was aware that the subject property would eventually be developed but knew of the City's

Recommendation to City Council

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policy regarding new developments being compatible in size and scale with existing adjacent neighborhoods. However, the proposed development looks extremely distinct and different in size and scale from Woodland Preserve and she asked Commissioners to consider the impacts this development would have on their neighborhood.

Ryan Gore, 11670 Azure Lane, agreed with his neighbors' comments but stated his main concern was safety. He hoped that an alternate road could be created as access for this new development.

Commissioner Robertson stated she takes safety issues seriously, but according to staff the anticipated traffic would be significantly lower than what a typical local street was designed for. She asked if it was true that the traffic was anticipated to triple.

Mr. Hunting stated he was only speculating, 10 trips per day per proposed home would equal 260 trips per day.

Commissioner Robertson asked Mr. Gore how 260 additional trips per day would impact him.

Mr. Gore stated it would be a dramatic increase in vehicle trips for their quiet neighborhood.

Commissioner Scales asked how many homes would fit on this property if no variances were being requested.

Mr. Hunting replied that the developer's original plan was for 22 lots.

Commissioner Scales noted that was only a difference of four homes.

Ms. Wells advised that variances were being requested with the original design of 22 lots.

Mr. Braun could not recall if there were any variances requested with the original request. He advised that their calculations show that the 26 proposed homes would have less of a traffic impact as they cater to 55-plus which would likely have less drivers, fewer teenagers, and possibly snowbirds whereas the homes in Woodland Preserve and Broadmoor have two-story homes with 3-car garages and likely more drivers living there. The proposed development would also have only one sanitation service, lawn service, and snowplow contractor rather than various companies coming on various days.

Ms. Passe clarified that the previous 22-lot proposal included variances from minimum lot width requirements on specific lots. Therefore, they were not really comparing a 22-lot plan to a 26-lot plan, but rather 26 to some other unknown number.

Brian Rhoades, 4913 Sycamore Drive, Eagan, was concerned about safety, stating his children walk to the nearby school. He stated it is already a very busy intersection and adding any traffic whatsoever was problematic.

Commissioner Weber stated he thought there was a bike path behind the school.

Recommendation to City Council

April 16, 2019

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Mr. Halvorson advised that there was a gravel road south of the school. He stated there were already pinch points from a traffic standpoint.

Commissioner Robertson asked how far the pinch point was from the access out of this area.

Mr. Halvorson replied perhaps four blocks. He expressed concerns about roads getting blocked off during construction.

Commissioner Niemioja asked for confirmation that there was an access from the back of the school to White Pine Way.

Mr. Halvorson replied in the affirmative.

Commissioner Scales stated he understood the traffic concerns as there were a lot of kids trying to get to that school. He asked if there was ever a thought of sidewalks in those neighborhoods.

Mr. Hunting replied that Inver Grove Heights does not require sidewalks and he does not believe Eagan does either.

Steve Sandberg, 11686 Azure Lane, was concerned about safety as there were many young children in the neighborhood, as well as limited visibility on Azure Lane because of the tree line, grade, and curved road. He was also concerned about the inconsistency of the size and scale of the homes being proposed compared to the existing. He suggested that the developer may have chosen the 26-lot plan over the 22-lot plan because they could make more money rather than to save trees.

Commissioner Robertson noted that the streets in Woodland Preserve are wider than typical local streets, and stated that while she was concerned about safety, they should not talk about it in relation to kids not being safe in the streets because streets were designed for cars not children.

Mr. Sandberg stated that denying the request and asking them to put more appropriate homes on the property would reduce safety risks. He noted that the applicant stated homes with three-car garages produce more traffic; however, some of the proposed homes will likely have three-car garages.

Commissioner Robertson asked the developer how many of the 26 proposed homes could have three-car garages.

Mr. Braun stated they would not know for sure until the plans were finalized, but he was told by their engineer that it would be a handful.

Commissioner Robertson asked if the majority would have two-car garages.

Mr. Braun replied in the affirmative.

Mr. Sandberg stated the fact that the applicant has given such a vague answer makes him

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believe that all the lots can have three-car garages. He suggested Commissioners get more facts before approving anything, including specific numbers of three-car garage lots.

Angela Gier, 11668 Azure Court, addressed a previous comment regarding children and traffic safety. She advised that she watches her children closely and does not let them play in the street; however, she has a teenage driver and her neighbors walk their dogs or their children walk to school and she is very concerned about safety (blind spots, lack of stop signs, speeding, etc.). She suggested they ask the developer to come up with a new plan that reduces safety and drainage concerns.

Gregory Hanson, Rosemount, asked who the developer was.

Mr. Braun replied William Krech.

Mr. Hanson stated the preliminary wetland plan and preliminary street plan seem to be missing. He was concerned about how stormwater would be accommodated. He stated that comparing the 22-lot plan to the 26-lot plan was like comparing apples to oranges as they had dramatically different layouts. He was concerned about the amount of impervious surface being proposed and the small lots being proposed.

Neil Mulrooney, 11617 Aileron Court, stated that his neighbors in Woodland Preserve had issues with water. This prompted City Engineer Tom Kaldunski to do some assessments of the undeveloped portion of Woodland Preserve. He determined that springs were causing water problems for property owners downhill. Because of the existing wetlands and water problems, he was concerned about the additional impervious surface exacerbating existing stormwater issues. He recommended that both surface and groundwater be addressed and stated he was concerned about the small lots and impervious surface being proposed.

Jim Bates, 11494 Armstrong Court, stated when he moved into the Broadmoor development his understanding was that Broadmoor was originally proposed for 128 lots, but they eventually brought it down to 63. He was troubled by a previous comment that if the proposal fits the PUD criteria then the Planning Commission has no choice but to approve it. If that is the case, he does not know what the function is of the Planning Commission. Comparing the proposed lots to the surrounding neighborhood it is obvious that the proposed plat is inconsistent with the character of adjacent neighborhoods. He stated that Avery Drive is a busy street that does not need the additional traffic pressure from another development. He recommended that they adjust the plat to increase the lot size and reduce the number of homes.

Commissioner Lissarrague asked what happened in Broadmoor where the overall number of homes was reduced.

Mr. Hunting replied that he was not aware of the history of Broadmoor.

Commissioner Wippermann stated that he lived in the Broadmoor development and had also heard that the original proposal was a much higher density than what it ended up being.

Jeff Mademann, 11665 Azure Court, stated that everyone was aware that this land would

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eventually be developed, but the proposal was not similar in size or scale and does not blend with adjacent developments. He questioned why we were here if the Planning Commission was only going to look at whether the requirements are met. In this case they are asking for substantial variances. Currently there is a significant number of trees within this lot; to remove those and plant a single row of 8' pine trees does not really do it justice. There are only two ways to get in and out of here and both have choke points and are getting increasingly congested. They should consider adding another access point in and out of here; anyone wishing to get to the current house on this property needs to come through a neighboring property to get there. The existing road design cannot handle the current capacity, let alone another 26 houses. They are also asking to remove almost double the number of trees allowed, which is substantial. In his opinion the proposed lots are all too small to have a three-car garage. While he understands that the developer must make a profit, he would ask that they deny the request and ask the developer to provide a plan that meets the zoning criteria and does not require variances.

William Hanson, 11468 Avery Drive, stated that vehicles typically drive too fast along Avery Drive, and adding 26 additional homes would just worsen the problem.

Ms. Passe asked Commissioners to take into consideration that the children in this neighborhood walk to school; fighting with an extra 26 homes on this single exit/entry point will be unsafe.

Mr. Sandberg asked who they would contact regarding getting a flashing yellow light on the corner of Highway 3 and Red Pine Way.

Mr. Hunting replied either the City of Eagan or MNDOT.

Mr. Braun apologized for not recalling that the 22-lot development had a variance request attached to it and stated in his opinion the proposed development is a safer less intrusive development than an 85' wide standard single-family development allowable on the same parcel.

Commissioner Niemioja asked which plan was presented at the neighborhood meeting.

Mr. Braun replied the 26-lot plan.

In response to Chair Maggi's question regarding why the 22-lot plan was scrapped, Mr. Braun showed diagrams of the difference in tree removal between the two plans.

Commissioner Robertson stated the impact of tree removal on the 22-lot plan and the 26-lot plan was basically the same in regard to the two neighbors in Woodland Preserve who lived on the access point to the proposed development.

Unknown person stated there was still a benefit in saving 40% of a canopy full of black cherry and oak trees as shown in the 26-lot plan.

Unknown person asked how many of the lots in the 22-lot plan were larger than 12,000 square

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feet.

Ms. Passe noted that the public notice for the 22-lot plan asked for a variance from lot width requirements.

Commissioner Simon noted that was not a request from lot size; just lot width.

Unknown person asked if there was a Krech on the City Council.

Chair Maggi replied in the affirmative.

Unknown person asked if that was any relation to the applicant.

Chair Maggi replied that she did not know the family connection there, but if there was a conflict of interest people would have to acknowledge that at the Council meeting.

Jeff Herme, 11676 Asher Court, asked Commissioners to listen to the residents that live in the neighborhood versus the applicant.

Commissioner Scales advised that Commissioners must look at the guidelines they are given; they cannot take their own opinions and design neighborhoods themselves. We are here to make sure what is being proposed fits into the design of the comprehensive plan.

Mr. Herme hoped that Commissioners would take the neighbors' comments into consideration, rather than those of an outsider looking at this as just another opportunity, and consider asking for a revised plan with less density and impact on water, sewer, etc.

Commissioner Robertson encouraged residents to attend the City Council meeting as they have more leeway on how they look at requests.

Mr. Herme questioned whether there was any way they could add a road going east out to Albavar as a second access point.

Ms. Wells reminded Commissioners that one of their responsibilities was to look at the specific development being proposed and its impact to surrounding areas. In this case the proposal is significantly different in size and scale and look from Woodland Preserve as well as the broader area. She does not believe it fits the comprehensive plan for this part of Inver Grove Heights.

Chair Maggi closed the public hearing.

Planning Commission Discussion

Chair Maggi thanked everyone for coming out tonight and presenting their points. She stated the role of the Planning Commission is in part to look consistency with the comprehensive plan. In this City many want to live on 10 acres while others want to live in a traditional neighborhood. That is the beauty of this community, but it also creates challenges. From her perspective the biggest issue of this request is the location. She does not feel that it fits the character of the 2040 comprehensive plan for this part of the city. She would have a hard time approving the

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request.

Commissioner Wippermann provided a history of the area, stating that the development first originated on Apennine to the north over 20 years ago. From that point down to Ashley is the Broadmoor development. At the time the people on Apennine expressed concern regarding the high density that was being proposed and it was lessened to 63 lots. Broadmoor is at least four times the size of the subject property with 63 lots on it and complied with the proper size and spacing guidelines. The landowner and developer of the Woodland Preserve area wanted to preserve as much open space as possible so there are only 30-33 lots in that development. The Woodland Preserve total area is at least twice the size of the subject property. The subject property; however, is proposing 26 lots and is clearly out of character compared to the properties to the north. He did not support the request.

Commissioner Lissarrague thanked everyone for coming forward and he stated he understood their safety concerns. He suggested the neighbors attend the City Council meeting as they have more flexibility than the Planning Commission. He did not support the request as it did not fit the character of the neighborhood.

Commissioner Kramer stated that everyone understands that this property will eventually be developed, but the small lot sizes being proposed are out of character for the area and, in many cases, are almost half the size of a traditional City lot. He does not support the request because it does not fit the character of the neighborhood.

Commissioner Robertson stated she was pulled on this request. She realizes the importance of maintaining character, but the challenge is how far do we keep going out with that character and replicating only those types of developments because we must meet the needs of the city as a whole. She agreed that children's safety was important but there are so many variables that affect safety, such as rows and rows of three-car garages. She questioned whether we should look at the three requests separately.

Commissioner Weber stated the city needs development and growth; however, the proposed lot sizes were concerning. He would prefer they reduce the number of lots and increase lot size.

Commissioner Niemioja recognized the safety issues, stating she lived in a neighborhood of 32 houses with only one way in/out, so she understands that adding more houses is concerning. However, the city needs development, she likes the overall concept, the proposed homes are not at the front entrance of the neighborhood, and aesthetically appear to look attractive. The lot size is small though and she believes the plan could be designed better to slightly increase and equalize lot size.

Commissioner Scales stated development was good for the City, however, he does not support the request because of the lot size variances being requested.

Commissioner Simon has an issue with the flexibility request, which is basically the variances the neighbors are referring to. It is troubling that the flexibility requests keep asking for a little bit more and it is becoming overwhelming. She is also concerned about water issues associated with the amount of impervious surface being proposed on those small lots. The only place she

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recalls having such small lots is Argenta Hills, which she does not want to replicate. She does not support the request.

Chair Maggi asked regarding voting on the three requests separately, would it make sense to approve a rezoning to R-1C/PUD if Commissioners did not approve the preliminary plat or preliminary PUD.

Mr. Hunting replied that it does not make sense to rezone the property to R-1C/PUD if the Commission does not support the PUD as it needs to be tied to an actual PUD plan.

Commissioner Niemioja stated she would like to recommend to City Council that they send this back to be looked at again with a different plan.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Lissarrague, to deny the request for a preliminary plat and preliminary PUD for a 26-lot subdivision and a rezoning of the property from A, Agricultural to R-1C/PUD, Single-family, for the property located at 2001 – 120th Street, based on the project being out of character to the adjacent neighborhood and the variances being too significant.

Commissioner Robertson advised that she would be abstaining because she must look at the needs of the City as a whole.

Motion carried (8/0 with one abstention – Robertson). This item goes to City Council on May 13, 2019.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

CASE NO.: 19-07SCZ

APPLICANT: William Krech

PROPERTY OWNER: Doneene R. Wenzel Trust

REQUEST: Preliminary Plat/Preliminary PUD and Rezoning

LOCATION: 2001 120th Street W.

HEARING DATE: *Review of revised plans* June 27, 2019

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to develop a single family project over the 11 acre parcel. A total of **20** single family home sites are being proposed with a public street system to serve the lots. The applicant is requesting a Planned Unit Development type project in order to provide some flexibility in site design including; lot sizes, setbacks. The property is currently zoned Agricultural and will require a rezoning to R-1C, Single Family Residential/Planned Unit Development.

REQUESTS

The specific requests for the project include the following:

1. Rezoning of the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development.
2. Preliminary Plat for a **20** lot subdivision to be known as Amberwood.
3. Preliminary PUD approval for Amberwood including the specific flexibility requests from standard R-1C requirements

EVALUATION OF THE REQUEST

Surrounding Uses.

The subject property is surrounded by:

North:	Single family residential; zoned R-1C; guided Low Density Residential.
East:	Large lot residential; zoned A, Agricultural; guided LDR.
West:	City of Eagan single family residential
South:	Large lot residential; zoned A; guided Low Density Residential.

REZONING

The entire site is currently zoned A, Agricultural. The proposal would be to change the zoning to R-1C, Single Family Planned Unit Development. The R-1C designation is for single family homes that by standard zoning would be on approximate 12,000 square foot lots.

All the residential lots to the north of this property in Inver Grove Heights are zoned R-1C. The properties to the east are 5.0 acre lots zoned Agricultural. The properties to the south are 10 acre lots and zoned Agricultural. This area is within the Eagan Joint Powers agreement and is guided for low density development, 1-3 units per acre and to be served by municipal sewer and water. The zoning to the R-1C category would be consistent with current and future zoning. The request for a single family planned unit development zoning would also be consistent provided the project complies with the goals and criteria set forth in the ordinance for planned unit developments.

PLANNED UNIT DEVELOPMENT AND PLAT

Chapter 13. Article A of the zoning ordinance provides for performance standards for a planned unit development (PUD). The purpose of a PUD from ordinance is as follows:

- A. Providing the means for greater creativity and flexibility in environmental design than is proposed under the strict application of this title while at the same time preserving the health, safety, order, convenience, prosperity and general welfare of the city and its inhabitants.*
- B. Recognizing the economic and cultural advantages that will accrue to the residents of a planned community.*
- C. Encouraging a more creative and efficient approach to the use of the land.*
- D. Encouraging the preservation and enhancement of desirable site characteristics and open space.*
- E. Encouraging a development pattern in harmony with land use density, transportation facilities and community facilities, and objectives of the comprehensive plan.*

Minimum Area.

Ordinance requires minimum total area required for a planned unit development to be 10 acres of contiguous land. The subject site is 10.95 gross acres in size which satisfies this requirement.

Site Coverage.

Ordinance requires total ground areas occupied by buildings in a planned unit development shall not exceed twenty percent (20%) of the net land area, excluding public streets and permanent water areas.

Gross Area	Right-of-way Area	Net Area	20% Net Area
10.95 acres	1.46 acres	9.49 acres	1.9 acres 82,677 sq ft

The plan shows building pad areas for the 20 lots of approximately 3,575 sq ft. for a total of 71,500 sq ft. As proposed, the project would comply with the 20 percent limit on building area.

Residential Unit Densities.

Total number of dwelling units allowed in a development shall be determined by either:

- the area standard of the underlying zoning district; or
- the density specified by the comprehensive plan land use category.

Net Area	R-1C min lot size	Maximum Density per Zoning Category	Proposed Unit Count/Density
9.49 acres	12,000 sq ft	34	20

Net Area	Land Use Category LDR (1-3 units/acre)	Maximum Density per Land Use	Proposed Unit Count/Density
9.49 acres		28	20

The proposed unit count of 20 new lots is consistent with both the base zoning and land use maximum densities.

Lot size and Width.

The project is proposed with lot size and widths that vary from R-1C standards. PUD's are allowed flexibility provided the plan spells out specific minimums. Lot sizes would range from 9,104 square feet to 18,279 square feet. The smallest lot width would be 70 feet.

Building Setbacks.

The project is proposed with specific setbacks that vary from R-1C standards. PUD's are allowed flexibility provided the plan spells out specific setbacks.

	R-1 Standard	Proposed PUD
Front and Corner Setback	30 feet	25 feet
Side Yard	20 foot separation	7.5 feet (15 foot separation)
Rear Yard	30 feet	30 feet

Proposed setbacks are similar to those approved in the Northwest Area.

The standard PUD ordinance requires a 20 foot building separation as a code standard. The applicant is requesting flexibility to allow a 15 foot building separation. A 15 foot separation would be consistent with setbacks in the R-1C district.

Impervious surface coverage.

Based on the proposed lot sizes, standard impervious surface coverage would range from 25 to 35 percent. The applicant has provided a table with the individual lots and the proposed impervious coverage. All lots would comply with the general standards of the zoning ordinance. The table would be part of the approved plans so it can be reference for compliance when building permits are reviewed.

Open Space.

The ordinance requires a minimum of 15% of the site be preserved in open space. The applicant is proposing Outlot B (2.85 acres), along the west boundary of the site as the required open space. Total area would be 26% of the site. This area will have to be protected permanently with some type of easement to ensure the open space remains. This would be addressed in the developer's agreement for the project.

Tree Preservation.

The site is heavily wooded and grading and improving the site requires trees to be removed. The ordinance allows up to 30% of the significant trees to be removed before reforestation is required. The applicant has provided a tree inventory for the site and the development plans show a total of 52% of the trees would be removed. Based on the overage, a total of 599 caliper inches are required to be replanted. The proposed landscape plan shows a mixture of plantings with minimum planting size larger than required. Deciduous trees are proposed at 3 caliper inches and coniferous at 8 feet. Code requires 2.5 caliper inches and 6 feet respectively. The replacement amounts to 599 caliper inches would satisfy tree replacement.

Park Dedication.

The project area lies within the area of the Joint Powers Agreement with Eagan. The area would be served by Eagan sewer and water. A condition of the JPA is that developments must pay Eagan park dedication and trail fees as well as Inver Grove Height's park fees. Fees will be calculated with the final PUD and will be listed in the Developers Agreement.

Access/Streets.

The project would be served by Azure Lane which is currently dead ended at the north boundary of this site. The public street would extend to the southern boundary for future connection that will ultimately connect to an extension of 120 Street in Eagan and Rosemount. There are no street connections to the west as this land is developed in Eagan. A street connection to the east has not been required because of the topography of the land to the east makes access difficult and because there is a large regional basin that has a drainage and utility easement over it that was acquired by Engineering.

Concerns have been raised regarding additional traffic volumes on the local streets with this project. The project would be served by an extension of Azure Lane. There are currently 11 homes that have driveways on Azure. From Azure Lane, cars can use White Pine Way heading into Eagan and north to Red Pine Lane then out to Hwy 3, or they can proceed north on Avery Drive which has street connections to Cliff Road in Inver Grove Heights and Eagan. A typical single family homes generates 10 vehicle trips per day. Based on the existing homes on Azure and the proposed **20** there is about **300** vehicle trips per day on Azure that can funnel out to different streets. A typical residential local street is designed for between 3,000 to 5,000 vehicle trips per day. Based on traffic generation, the addition of **20** homes would not overburden the street system.

Wetlands.

The plans identify *three* potential wetlands, all on the west side and located in Outlot B. Since Outlot B would not be disturbed, the wetlands would not be impacted. It is general practice for the developer to have a wetland delineation done to verify location and define boundaries of the wetlands. This will be done when weather permits and would be part of the final plan application. A preliminary wetland delineation has been done.

Grading, drainage, stormwater and utilities.

The City Engineer has drafted a memo with his comments. These comments are required to be addressed with the final PUD plan submittal. These comments would be included in the condition that the plans must be approved by the City Engineer. Generally, Engineering has not identified any issues with the plans.

Development contract.

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All the agreements will be approved by the City Council as part of the final PUD review.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

- A. **Approval:** If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

Approval of the Preliminary Plat, Preliminary PUD and Rezoning subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	6/27/19
Preliminary Grading Plan	6/27/19
Preliminary Erosion Control Plan	6/27/19
Preliminary Sanitary & Watermain/Site Plan	6/27/19
Preliminary Storm Sewer Plan	6/27/19
Preliminary Street Plan (2 sheets)	6/27/19
Preliminary Landscape Plan	6/27/19
Tree Preservation Plan (2 sheets)	6/27/19

2. The PUD shall be approved with the following specific standards:
 - a. Structure setbacks allowed per table shown on the Preliminary Site Plan and Grading Plan.
 - b. Reduced lot size and width as shown on the Preliminary Plat.
3. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.
4. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved and shall also comply with the dedication requirements of the joint powers agreement.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
8. The developer shall be responsible to insure Outlot B remains in open space and is controlled by the homeowner's association. A conservation easement shall be placed over the easement to restrict use and restrict cutting of vegetation. It shall remain in its

present state. The easement would be part of the improvement agreements for the final plans.

9. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.
 10. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the requirements of the Planned Unit Development plans.
 11. The approved plans shall be subject to the conditions of the Inver Grove Heights/Eagan joint powers agreement.
- B. Denial:** Should the proposed request, or portions thereof, not be found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

A technical review of the project shows that it meets the size and bulk standards and requests flexibility from lot size, setbacks and tree preservation through the planned unit development rules. The Planning Commission is to determine if the project meets the intent of the criteria for a PUD that is listed in this report.

If a recommendation of approval is supported, then staff would recommend approval with the conditions listed in the report.

Staff recommends approval of the request with the conditions listed.

Attachments:

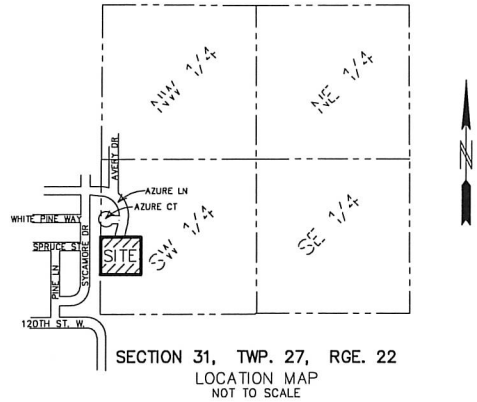
Location Map
Applicant Narrative
Cover Sheet
Preliminary Plat
Preliminary Grading Plan
Preliminary Erosion Control Plan
Preliminary Sanitary & Watermain/Site Plan
Preliminary Landscape Plan
Preliminary Tree Preservation Plan



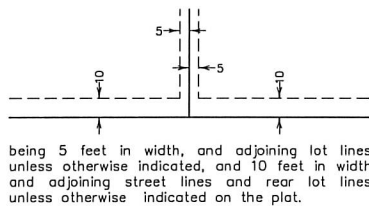
Location Map

Case No. 19-07SCZ





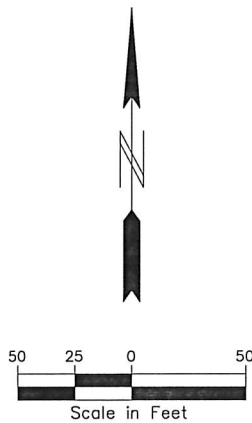
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



LEGAL DESCRIPTION PER TITLE COMMITMENT

The Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 31, Township 27, Range 22, Dakota County, Minnesota.

TOTAL GROSS AREA	10.95	ACRES
TOTAL LOT AREA	5.72	ACRES
NUMBER OF LOTS	20	
NUMBER OF OUTLOTS	2	
TOTAL OUTLOT AREA	3.76	ACRES
TOTAL RIGHT OF WAY AREA	1.47	ACRES
GROSS DENSITY	1.83	LOTS/ACRE



PIONEERengineering

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name: Peter J. Hawkinson
Reg. No. 42299 Date 2-19-2019

Revisions:
1. 3-13-19 City Comments
2. 4-10-19 City Comments
3. 6-18-19 New Layout

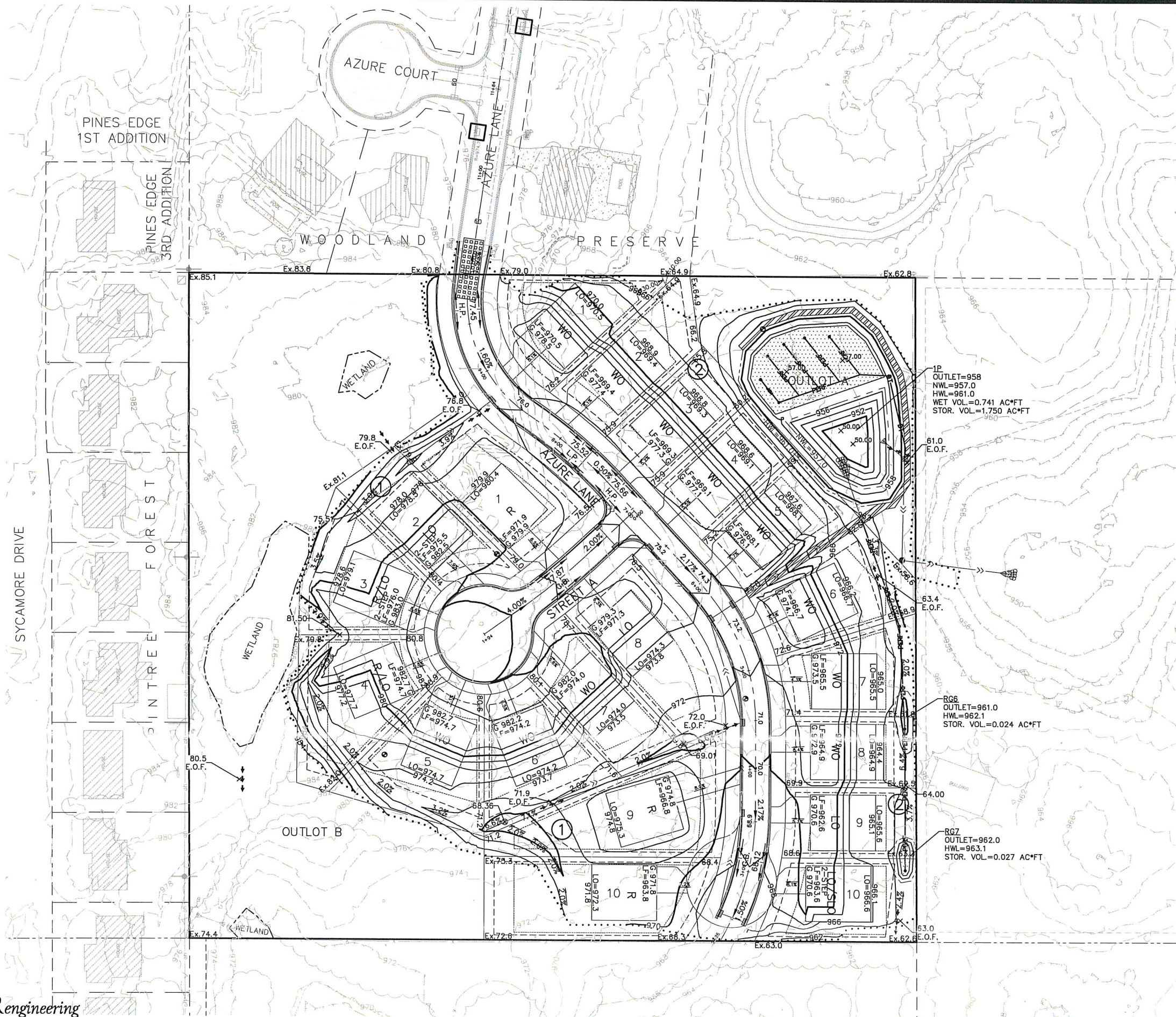
Date: 2-19-2019
Designed: PJC
Drawn: KSO

PRELIMINARY PLAT

BILL KRECH
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

1.2 OF 12

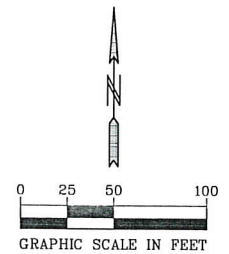


PROPOSED ZONING REQUIREMENTS PUD:

MINIMUM LOT WIDTH	70 FEET
MINIMUM CORNER LOT WIDTH	88 FEET
MINIMUM FRONT YARD SETBACK	25 FEET
MINIMUM REAR YARD SETBACK	30 FEET
MINIMUM SIDE SETBACK	7.5 FEET
MINIMUM SIDE STREET SETBACK	25 FEET

LOW FLOOR = HWL+2'
LOWEST OPENING = EOF+1'

- LEGEND
- PERIMETER EROSION CONTROL FENCE. INSTALL BEFORE START OF GRADING
 - [Symbol] CATCH BASIN INLET PROTECTION TO BE INSTALLED PRIOR TO START OF GRADING
 - [Symbol] CATCH BASIN INLET PROTECTION TO BE INSTALLED PRIOR TO START OF GRADING
 - [Symbol] ROCK CONSTRUCTION ENTRANCE. INSTALL BEFORE START OF GRADING
 - [Symbol] FILTRATION AREA (SEE DETAIL)
 - [Symbol] BASIN ACCESS 8% SLOPE MAX.



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV.= 980.18

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Name: *Paul J. Cherm*
Reg. No. 19860 Date: 2-19-2019

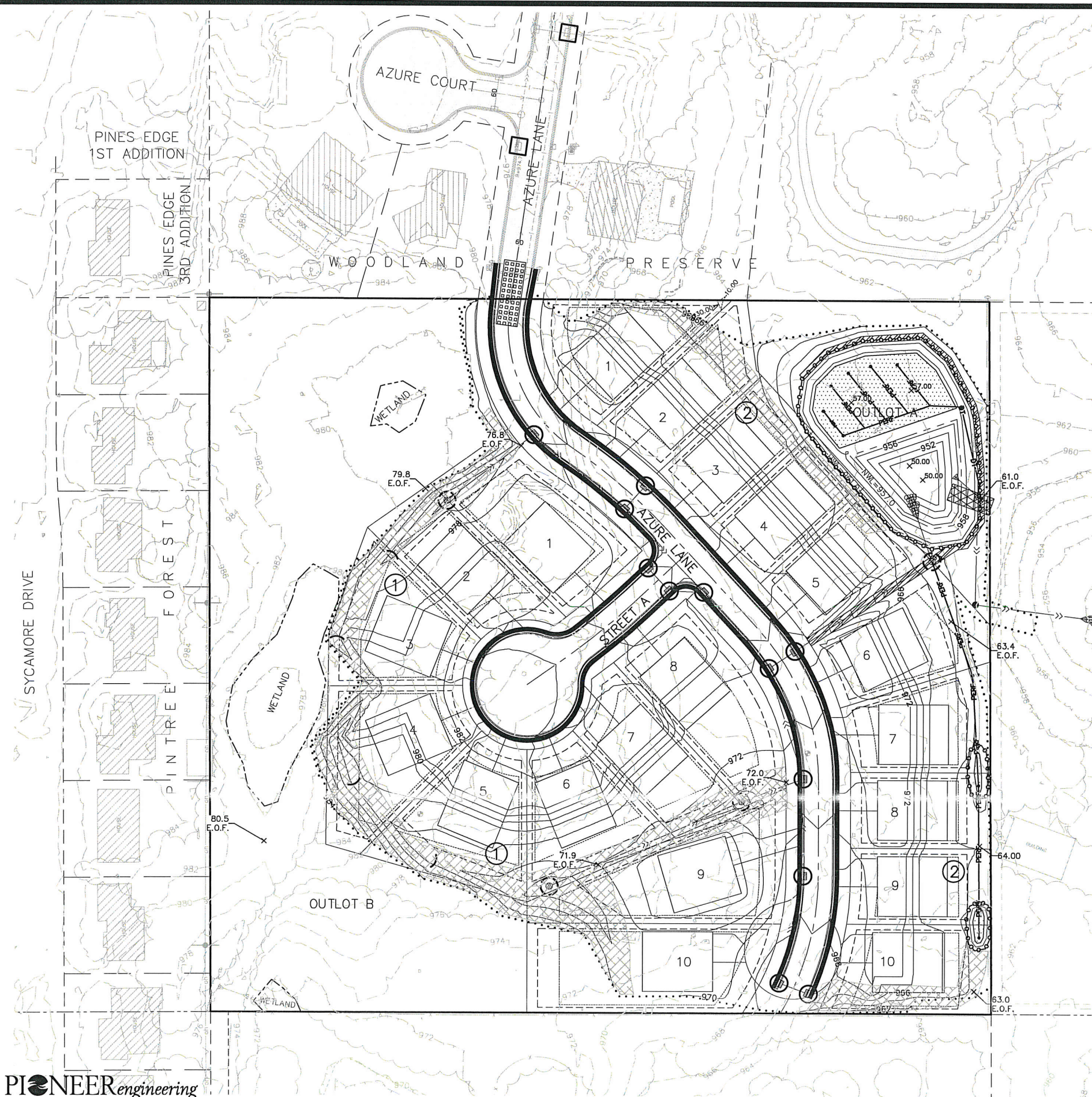
Revisions
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3. 6-18-19 New Layout
4. 6-27-19 Setback Change

Date: 2-19-2019
Designed: PJC
Drawn: MSN

PRELIMINARY GRADING PLAN

BILL KRECH
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA



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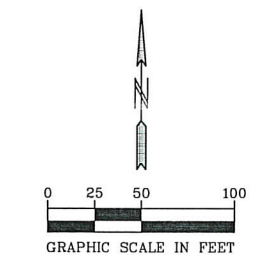
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Name: *Paul J. Chene*
Reg. No.: 19860 Date: 2-19-2019

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Date: 2-19-2019
Designed: PJC
Drawn: MSN

PRELIMINARY EROSION CONTROL PLAN

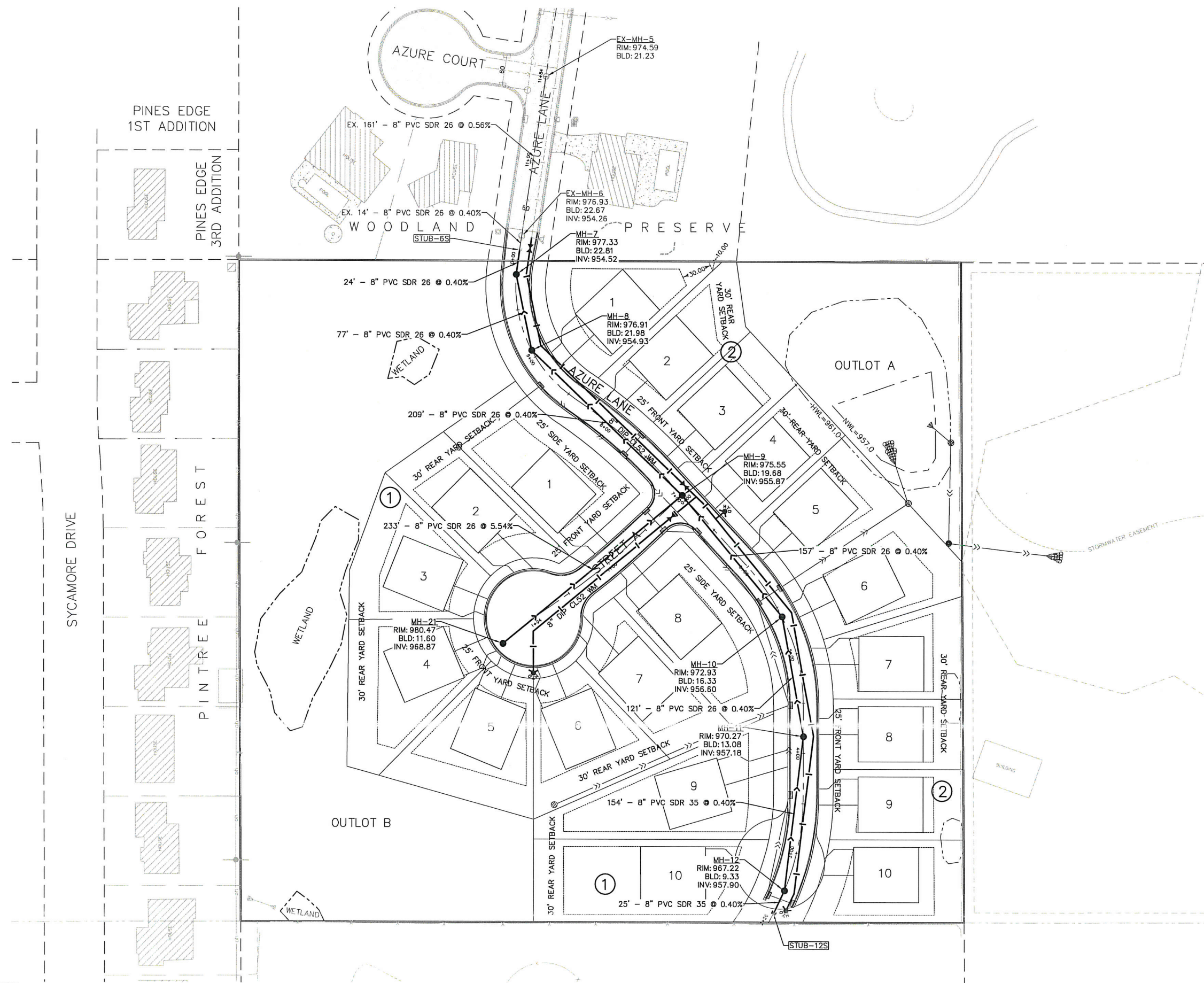
BILL KRECH
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18

LEGEND

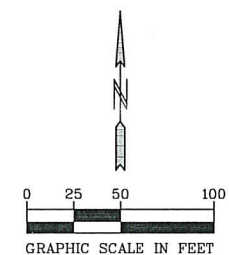
- | | | | |
|--|---|--|--|
| | ROCK CONSTRUCTION ENTRANCE
INSTALL BEFORE START OF GRADING | | CATCH BASIN INLET PROTECTION
TO BE INSTALLED AFTER 1ST LIFT
OF BITUMINOUS. |
| | PERIMETER EROSION CONTROL FENCE.
INSTALL BEFORE START OF GRADING | | CATCH BASIN INLET PROTECTION
TO BE INSTALLED PRIOR TO
START OF GRADING |
| | 2' SOD OR EROSION CONTROL FENCE AT
BACK OF CURB. TO BE INSTALLED AFTER
COMPLETION OF SIDEWALK CONSTRUCTION. | | CATCH BASIN INLET PROTECTION
TO BE INSTALLED WITH CATCH
BASIN GRATE. |
| | MNDOT CAT 3 EROSION CONTROL BLANKET.
INSTALL WITHIN 7 DAYS OF GRADING
COMPLETION | | CATCH BASIN INLET PROTECTION
TO BE INSTALLED PRIOR TO
START OF GRADING |
| | STABILIZED EMERGENCY OVERFLOW
MNDOT CAT 6 EROSION CONTROL BLANKET.
INSTALL WITHIN 7 DAYS OF GRADING
COMPLETION | | STRAW BIO ROLLS. INSTALL WITHIN 7 DAYS
OF GRADING COMPLETION OR BEFORE 1ST
RAINFALL EVENT WHICHEVER IS FIRST |
| | FILTRATION AREA (SEE DETAIL) | | SUMPED RIP RAP PERMANENT ENERGY
DISSIPATER. INSTALL WITHIN 24 HOURS
AFTER CONNECTION TO A SURFACE WATER. |
| | SECONDARY EROSION CONTROL FENCE.
TO BE INSTALLED 48 HOURS AFTER
COMPLETION OF GRADING. | | |
| | BASIN ACCESS 8% SLOPE MAX. | | |



PROPOSED ZONING REQUIREMENTS PUD:

MINIMUM LOT WIDTH	70 FEET
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LOWEST OPENING = EOF+1'



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18

PINES EDGE
1ST ADDITION

PINES EDGE
3RD ADDITION

WOODLAND

PRESERVE

SYCAMORE DRIVE

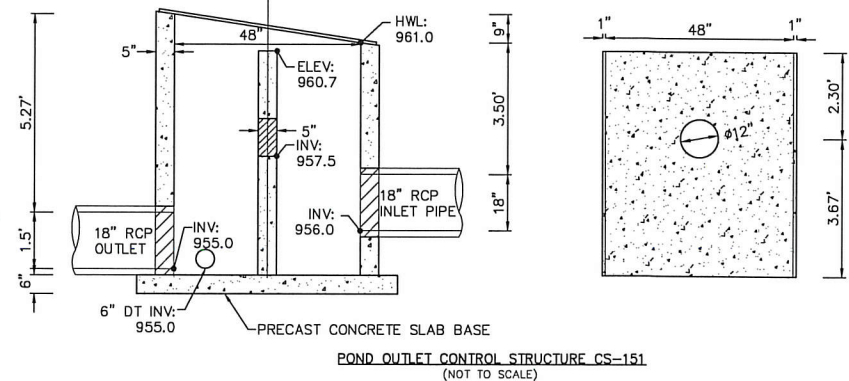
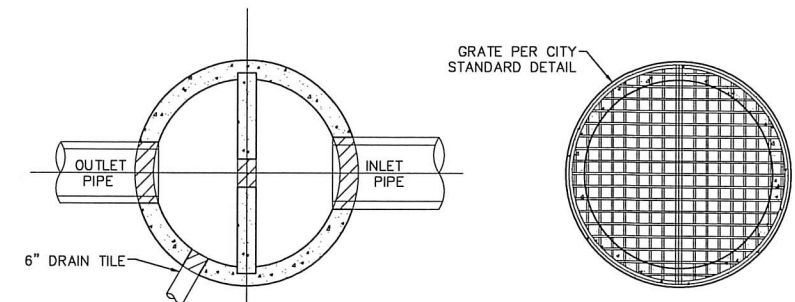
FOREST
PINTREE

AZURE COURT

AZURE LANE

STREET A

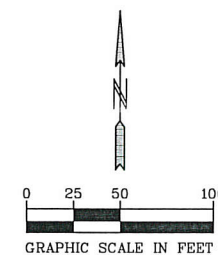
OUTLOT B



PROPOSED ZONING REQUIREMENTS PUD:

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MINIMUM CORNER LOT WIDTH	88 FEET
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MINIMUM REAR YARD SETBACK	30 FEET
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BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18

00-ENG-118373-SHEET-STRM

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Name Paul J. Chene
Reg. No. 19860 Date 2-19-2019

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3. 6-18-19 New Layout
4. 6-27-19 Setback Change

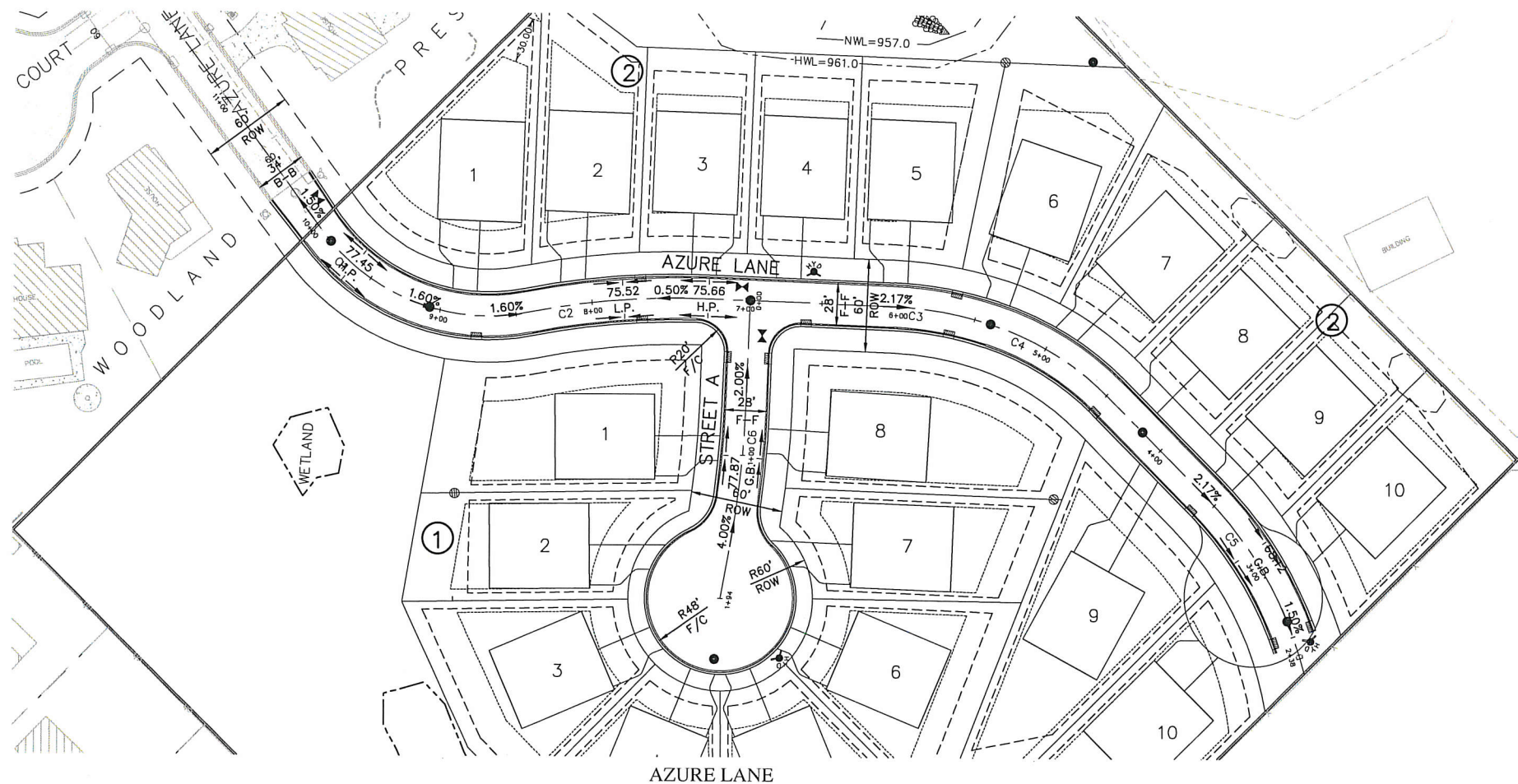
Date 2-19-2019
Designed PJC
Drawn MSN

PRELIMINARY STORM SEWER PLAN

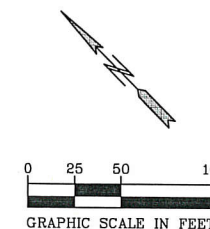
BILL KRECH
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

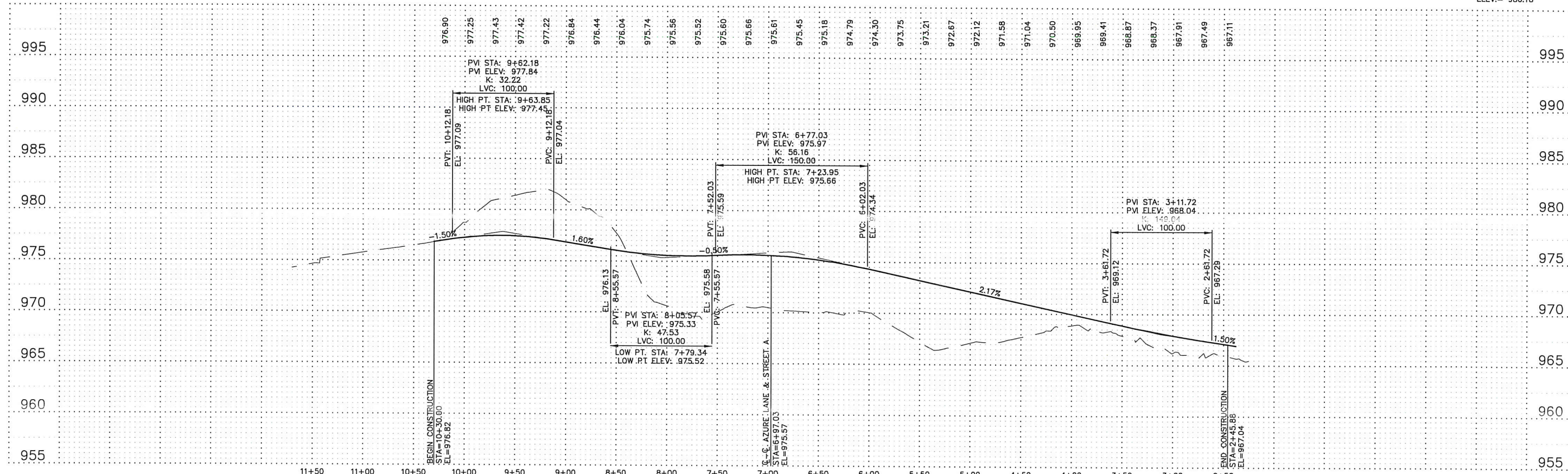
4.1 OF 12



CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	64°46'49"	152.63	135.00	85.64	8+41.95	9+94.58
C2	13°17'16"	115.96	500.00	58.24	7+25.99	8+41.95
C3	15°50'38"	65.54	237.00	32.98	5+38.22	6+03.76
C4	27°03'28"	90.35	191.32	46.03	4+47.88	5+38.22
C5	30°52'11"	133.08	247.00	68.20	2+25.52	3+58.59



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18



PIONEERengineering

CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Name *Paul J. Chems*

Reg. No. 19860

Date 2-19-2019

Revisions:
1. 3-13-19 City Comments
2. 4-10-19 City Comments
3. 6-13-19 New Layout
4. 6-27-19 Setback Change

Date 2-19-2019

Designed PFC

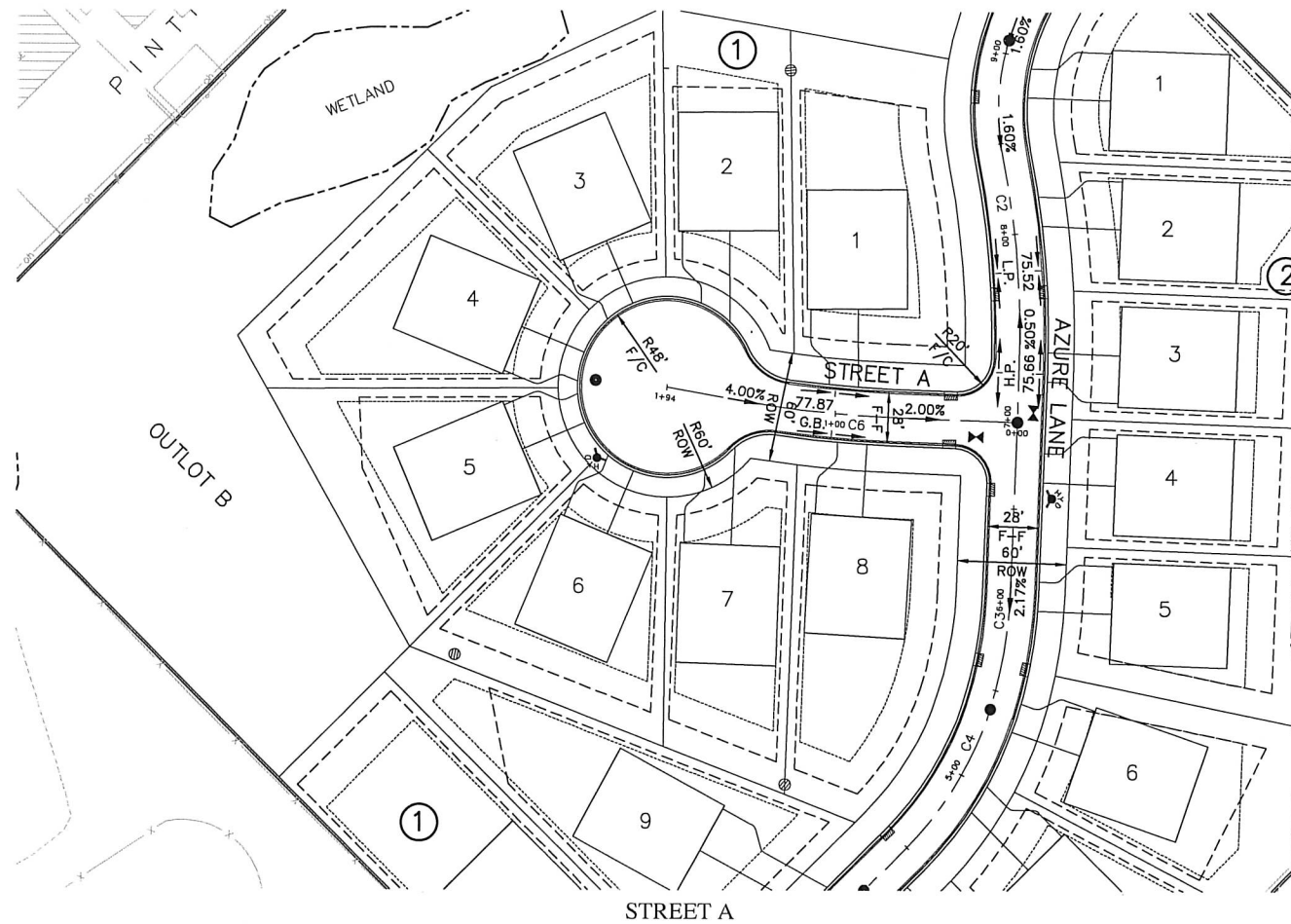
Drawn MSN

PRELIMINARY STREET PLAN

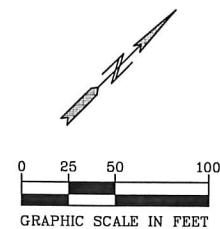
BILL KRECH
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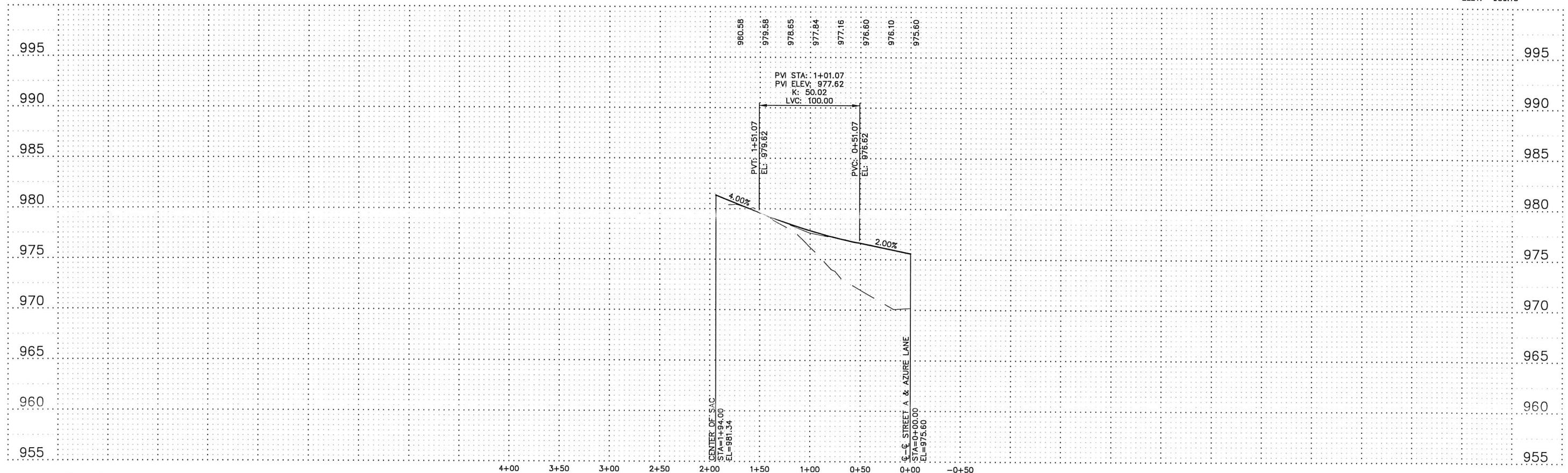
5.1 OF 12



CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C6	7°58'46"	83.56	600.00	41.85	0+68.01	1+51.57



BENCH MARK
TOP OF NUT HYDRANT
EAST SIDE OF AZURE LANE
SOUTH OF AZURE CT.
ELEV. = 980.18



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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Name: Paul J. Chene
Reg. No.: 19860 Date: 2-19-2019

Revisions:
1. 3-13-19 City Comments
2. 4-10-19 City Comments
3. 6-14-19 New Layout
4. 6-27-19 Setback Change

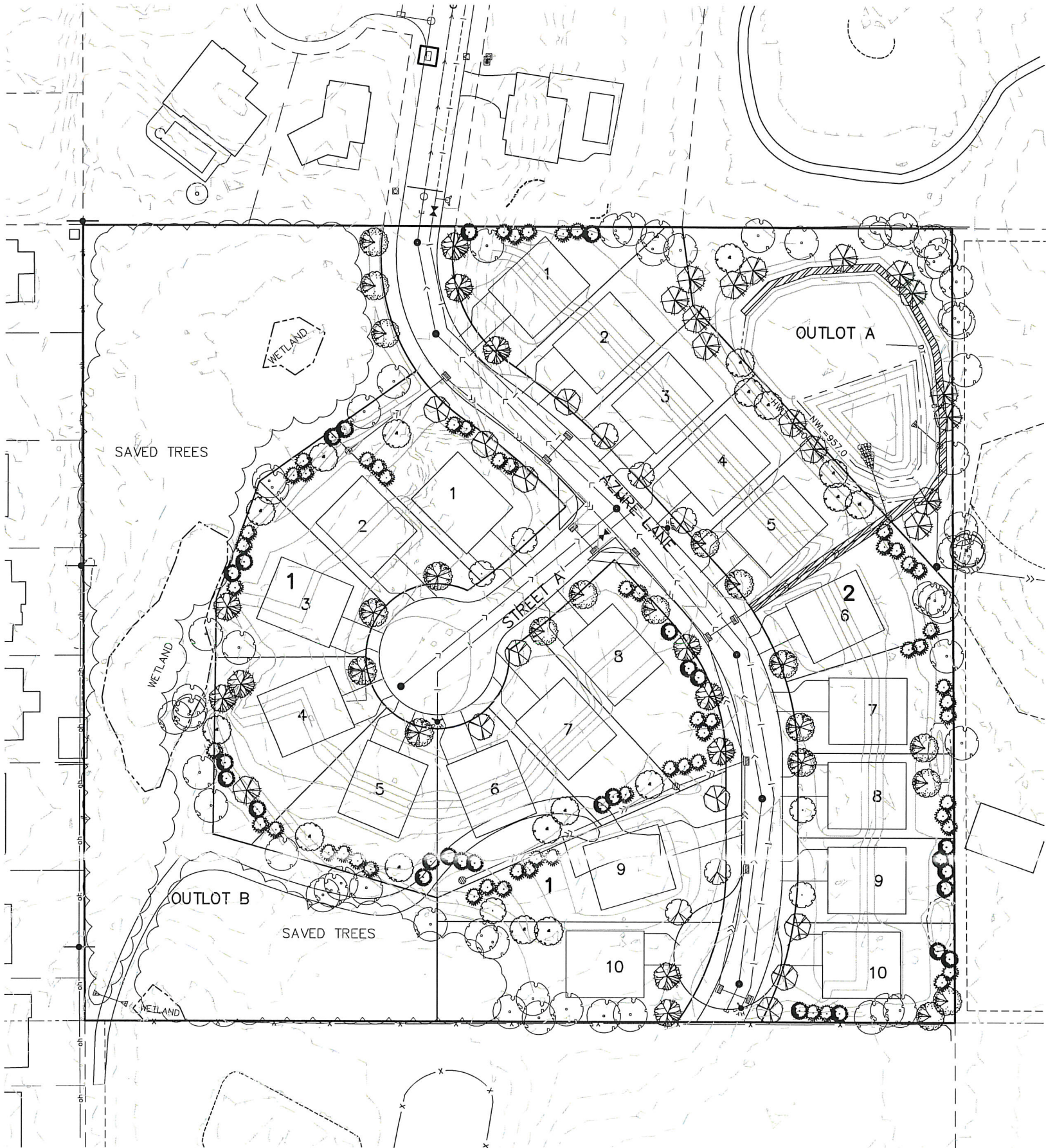
Date: 2-19-2019
Designed: PMC
Drawn: MSN

PRELIMINARY STREET PLAN

BILL KRECH
5866 BLACKSHIRE PATH
INVER GROVE HEIGHTS, MN 55076

AMBERWOOD
INVER GROVE HEIGHTS, MINNESOTA

5.2 OF 12

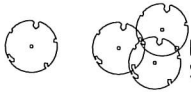


PLANT SCHEDULE				
KEY	COMMON NAME/Scientific name	ROOT	QUANTITY	INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	3" B&B	12	
	RIVER BIRCH/Betula nigra 'Heritage'	12-14' B&B	19	Clump
	COMMON HACKBERRY/Celtis occidentalis	3" B&B	5	
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	3" B&B	10	
	SENTRY LINDEN/Tilia americana 'Sentry'	3" B&B	5	
	SUGAR MAPLE/Acer saccharum	3" B&B	7	
	NORTHERN PIN OAK/Quercus ellipsoidalis	3" B&B	11	
	SWAMP WHITE OAK/Quercus bicolor	3" B&B	16	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/Picea glauca densata	8' B&B	59	
	WHITE PINE/Pinus strobus	8' B&B	27	

LANDSCAPE NOTES:

STREET TREE REQUIREMENT: 1 TREE/40 FEET, A MINIMUM OF 1 TREE/LOT
TREES MUST BE PLANTED 5-7' INSIDE PROPERTY LINE AND NO CLOSER THAN
30' TO THE CURBLINE INTERSECTION ON CORNER LOTS.
MITIGATION REQUIRED: 599"

PROPOSED TREES:
85 OVERSTORY (255")
86 EVERGREEN (344"), EACH 8' EVERGREEN IS 4" CALIPER
TOTAL TREES: 171 (599")

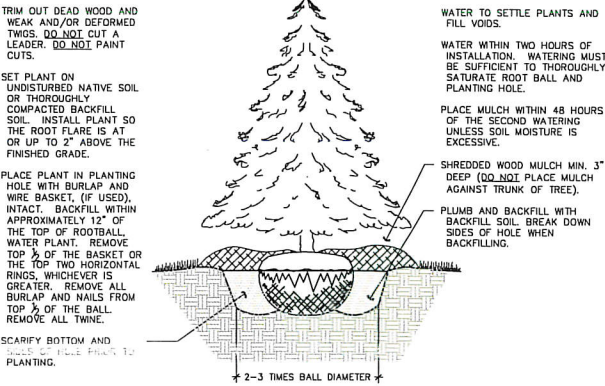


DENOTES EXISTING SIGNIFICANT TREES CLOSEST TO DEVELOPMENT AREA TO BE
SAVED

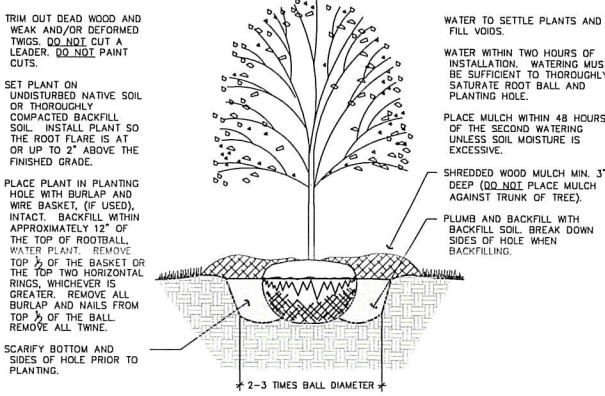
LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE. WITH Gopher State One Call 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- THE FERTILIZER SHALL BE INSTALLED AFTER GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



Rodney Turnquist
2009 120th Street West
Rosemount, MN 55068

June 24, 2019

Dick Braun
ReMax Results
720 Main Street, Suite 207
Mendota Heights, MN 55118

Re: Amberwood Development, Wenzel 11 acres

Dick Braun,

My name is Rodney Turnquist, and I am an adjacent property owner to the proposed Amberwood Development. I have attended past council meetings regarding this development and I am aware of a future neighborhood meeting on July 2, 2019, for which I am not able to attend. I have some concerns that should be addressed at the meeting which are outlined below:

- 1) The June 10th meeting notes/diagram shows a deletion of the easement to access Outlot B. I am concerned that the trees along the southern line (which is my north line) will be neglected and proper forestry management will be abandoned if there isn't any way for the responsible party to access this outlot. A proactive approach should be adopted for the trees in the outlot, including the trimming of the trees along the south line. There are several aging trees that potentially could fall on the fence at this time. Through the years I have maintained the fence from fallen trees and hopefully the outlot management will be proactive in caring for the trees before they fall on the fence. See attached photos. The property owners along the west side of the Wenzel parcel may also have fences and similar concerns.
- 2) Who is responsible for the outlots' upkeep? I am not clear on whether an association will be leading this task or if the outlots fall upon the City of IGH. Either way, I hope they will be proactive as far as keeping the buckthorn and thistles down, and maintaining a healthy stand of trees. As we all know, nature isn't quite nature anymore. Our lands are being overtaken by invasive species and nature has to be managed.

I am pleased that the Amberwood Development has set aside space for trees and natural areas. It is imperative that these areas be properly managed to assure that the existing trees not just survive, but thrive.

Thank you for bringing my concerns to the neighborhood meeting for consideration. Please mail me a copy of the finalized layout after you and the city council have addressed these various concerns.

Sincerely,



Rod Turnquist

Cc: City Council City of Inver Grove Heights Planning Dept; 8150 Barbara Avenue, IGH, MN 55077



Figure 1 South fence looking east



Figure 2 South fence looking west