

Inver Grove Heights City Council

Monday, June 28, 2021, at 6:00 p.m.

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 7. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@ighmn.gov) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, June 28, 2021, will be provided to the Council at or before the June 28, 2021, meeting.

1. Call to Order

2. Roll Call

3. Presentations

Dakota County Broadband Presentation - Cara Coch

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 May 24, 2021, City Council Meeting.
- ii.** Minutes from the June 7, 2021, City Council Work Session.
- iii.** Minutes from the June 17, 2021, Special City Council Meeting.
- B.** Disbursements for Period Ending June 22, 2021.
- C.** Consider Approval of Personnel Actions.
- D.** Consider approving Hand Benefits & Trust Company as the Designated Trustee of the City of Inver Grove Heights HRA Trust.
- E.** Consider Resolution Appointing Brian Swoboda as City Forester.
- F.** Consider Approval of Chicken License.
- G.** Approve a Resolution relating to the Preliminary and Final Plat and PUD Development Plan for the Crossings at Inver Wood Second consisting of one lot for the 24-unit townhome development located at 1462 80th Street.
- H.** Approve a Resolution relating to a Vacation of the interior Drainage and Utility Easements for Lots 3 and 4, Scenic Hills First Addition. Property located on 80th Street and Austin Way.
- I.** Approve a Resolution relating to a Variance to allow a deck addition to encroach into the Shoreland setback for property located at 4709 Babcock Trail for the applicant Keehun Nam.
- J.** Approve a Resolution relating to the Final Plat of Eagles Landing locate at 2655 70th Street for the applicant Builders Lot Group.
- K.** Approve Custom Grading Agreement, Access Easement Agreement, Permanent Drainage, Utility and Stormwater Ponding Easement Agreement for Lot 5, Block 1, Broadmore Ponds (3945 89th St E).

- L.** Approve Encroachment Agreement for Landowner Improvements within City Drainage and Utility Easement for 500 Aidan Cove (Lot 10, Block 1, Tipperary).
- M.** Consider Resolution Approving Union Pacific Railroad Agreement for Public Watermain Related to Fortistar RNG Expansion.
- N.** Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for City Project No. 2020-06 – Good Samaritan Pond (1301 50th St.)
- O.** Consider Acceptance of RFP Fire Services Evaluation Study Recommendation to award contract to Citygate Associates, LLC, and authorize Interim City Administrator to enter into a contract with Citygate Associates LLC.
- P.** Consider Approval of a New Group Day Membership for the Veterans Memorial Community Center.

5. Public Hearing

6. Regular

Community Development.

- A.** Consider Approval of Rental License.
- B.** Consider the Third Reading of an Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 4 adding section related to Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit.
 - 1. Consider an Ordinance Amending City Code Title 5, Chapter 4 Related to the Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit.
 - 2. Consider a Resolution Approving the Publication of a Summary of Ordinance Amending City Code Title 5, Chapter 4 Related to the Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit.
 - 3. Consider a Resolution Amending the 2021 Inver Grove Heights Fee Schedule to add a fee for a Temporary Goat Grazing Permit.
- C.** Consider the Second Reading of an Ordinance Amendment to allow Market Gardens as a permitted use in the E-2, R-1, and R-2 Districts.
- D.** **CHRIS ENSTROM** – Consider a Resolution relating to a Variance to allow a porch addition to encroach into the rear yard setback for property located at 6506 Arctic Court.
- E.** **LENNAR MULTI FAMILY COMMUNITIES** – Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use designation from RC, Regional Commercial to HDR High Density Residential for Lots C and D, Argenta Hills. Property located on Amana Trail, west of Target.
- F.** **RACHEL DEVELOPMENT** – Consider Denial Resolution for the property located at 7855 Cahill Ave.

7. Public Comment

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

8. Mayor and Council Comments

9. Executive Session

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 Rebecca Kiernan, City Clerk, at 651.450.2513 or rkiernan@ighmn.gov.

DAKOTA BROADBAND BOARD

WHAT IS IT?

The Dakota Broadband Board (DBB) was created in December 2017 through a Joint Powers Agreement (JPA) between Dakota County, the Dakota County Community Development Agency, and the following cities:

Apple Valley Burnsville Farmington Hastings Inver Grove Heights Lakeville
Mendota Heights Rosemount South St Paul West St Paul

The DBB Board consists of one representative and one alternate from the elected governing body of each member.

As stated in the JPA, the intent of the DBB is to:

- To create a high-performance institutional network (INET) for the efficient management of physical network assets owned among members (conduit, fiber cable, etc.), and to enable more efficient and lower cost price agreements for members for a variety of IP-based services
- To utilize excess INET capacity to enhance business attraction, business retention and economic development opportunities through the provision of wholesale access to private sector service providers (CNET)
- The DBB will not be a retail provider of services to businesses and residents in Dakota County

WHAT VALUE DOES IT BRING TO THE COMMUNITY?

Efficient Use of Public Resources

- Working collaboratively, and combining resources to manage the DBB network, enables communities to leverage economies of scale and lower network costs.
- Expanded utilization of the fiber network provides additional opportunities to connect public facilities like parks, water towers, schools, traffic signals, libraries, public safety, and core infrastructure.

Redundancy to Protect Against Unforeseen Disruptions

- The structure of the network protects communities from unexpected breaks in service which can negatively impact the ability of members to provide critical public services to citizens.
- This structure, and its built-in redundancy, also supports increased capacity for Continuity of Operations (COOP) planning and disaster preparedness.

Potential for Economic Development Opportunities Throughout Dakota County

- In collaboration with the private sector, the excess capacity in the DBB network could be leased to providers who would then offer internet services to businesses of all sizes in Dakota County. Access to a high-speed fiber network can be a key requirement for many new businesses and residents looking to relocate, and the DBB network could serve as a catalyst for service when this is needed.

INET, CNET, AND FUTURE OPPORTUNITIES

As defined by the JPA, fiber assets that are used by DBB members for governmental purposes are considered INET; any non-member use of the fiber network is CNET. Inver Grove Heights, as a member of the DBB, has been able to successfully expand its INET footprint and connect core public facilities such as Fire Stations 1 and 3, reduce vulnerabilities to network disruption through redundant connections, and create a network structure that supports the connection of other municipal facilities in the future in an efficient and cost-effective manner.

Inver Grove Heights, as well as other members of the DBB, also has an opportunity to promote economic development in the community and expand broadband access to residents and businesses through public-private partnerships that promote CNET utilization of the network. There are multiple approaches to CNET that can be considered by the DBB and its members, and the DBB Board is discussing the issuance of an RFP later this year to gather information about the current state of broadband in Dakota County which, when completed, is expected to provide members with data that they can use to facilitate further policy discussions.

For additional information, please contact Carah Koch, DBB Executive Director at: ckoch@farmingtonmn.gov

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 24, 2021 - 6:00 P.M. - 8150 BARBARA AVENUE**

****In Person Meeting and via Zoom Video Conferencing (Hybrid Meeting)****

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, May 24, 2021, in person and via Zoom Video Conferencing (Hybrid Meeting). Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Bartholomew, Council Members: Piekarski Krech, Murphy, Gliva, and Dietrich; City Clerk Kiernan, Interim City Administrator/Community Development Director Rand, and City Attorney McCauley Nason.

Present via Zoom Video Conferencing/Phone: Information Technology Manager Gade, Environmental Specialist Sutherland, City Planner Hunting, Associate Planner Botten, Human Resources Director Shefchik, Interim Parks and Recreation Director Oyanagi, Interim Public Works Director Eckles, Assistant City Engineer Dodge, City Engineer Kaldunski, and Bob Bierscheid.

3. PRESENTATIONS:

4. CONSENT AGENDA:

- A.
 - i. Minutes from the April 10, 2021 Special City Council Meeting.
 - ii. Minutes from the April 19, 2021 Special City Council Meeting.
 - iii. Minutes from the April 26, 2020 City Council Meeting.
 - iv. Minutes from the May 6, 2021 Special City Council Meeting.
- B. Disbursements for Period Ending May 18, 2021. **Resolution 2021-153**
- C. Consider Approval of Personnel Actions.
- D. **Resolution 2021-154** Approving Medsurety as the City's Third-Party Administrator (TPA) for certain benefit plans, including the HRA, HSA, FSA, COBRA and Retiree plans.
- E. **Resolution 2021-155** Approving Council Authorization to Execute an Updated Collective Bargaining Agreement with AFSCME.
- F. Consider Approval of Two New Massage Therapist Licenses, Dawn Younkin and Mariah Smith for OyeSpa Inc., 7741 Amana Trail.
- G. Consider Approval Authorizing Easement Acquisition for City Project 2016-13 – Cahill Trunk Drainage Improvements. **Resolution 2021-156**
- H. Approve the renewal of 20 advertising benches in the City of Inver Grove Heights.
- I. Consider Approving Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, Oakbush 4th Addition (6124 Blaine Ave).
- J. Consider Approval of Purchase Agreement for property located at 8296 Babcock Trail. **Resolution 2021-157**
- K. Consider Approval of Payment for Heritage Village Park Phase III.

Motion by Dietrich second by Gliva to move Agenda Item 4J. Consider Approval of Purchase Agreement for property located at 8296 Babcock Trail. Resolution 2021-157 to be added after Agenda Item 7 to allow for more in-depth conversation.

Ayes: 5

Nays: 0 Motion carried.

Motion by Murphy second by Dietrich to approve the Consent Agenda with the exception of Agenda Item 4J.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING:

6. REGULAR AGENDA:

Community Development:

A. Consider Renewal of Rental License Applications (3).

Interim City Administrator Heather Rand listed three Rental License Renewals for consideration:

1. 4930 Ashley Lane
2. 5466 Bryce Avenue
3. 3739 74th Street East

All three have been reviewed by the Police Department and Community Development Staff. Staff recommends approval of all three.

Motion by Piekarski Krech second by Gliva to approve the Renewal of three Rental License Applications.

Ayes: 5

Nays: 0 Motion carried.

B. Consider the Second Reading of an Ordinance Amendment to allow larger detached accessory structures on residential lots 2.5-5.0 acres in size.

Associate City Planner Heather Botten discussed the Second Reading of an Ordinance Amendment to allow larger detached accessory structures on residential lots 3.4-5.0 acres in size. The First Reading was approved at the May 10th, City Council meeting. There were no significant changes between the First and Second Reading. Staff and Planning Commission requested Staff review the current Ordinance and directed finding a way for lots closer to five acres have larger accessory buildings. One way to do this was to take the maximum square footage of 2,400 square feet and divide that by 5 acres. That gives a number of 480 square feet an acre. If taking lot sizes ranging from 3.4 to 5 acres and multiplying the lot size by 480 that gives a maximum gross square foot for an accessory building. This allows lot sizes closer to five acres have a bit larger accessory building. Lot size ranges from 2.5 to 3.3 would still be allowed the existing 1,600 gross square feet. She stated a line item has been added with 3.4 to 5 acres. Staff recommends approval of the Second Reading as proposed.

Mayor Bartholomew asked if there have been additional comments or input from residents. He asked if proper individuals were notified of the proposed change and if it is still visible on the website. Associate Planner Botten responded there have not been further comments. The information is still available on the website, there is also a Listserv.

Motion by Murphy second by Gliva to approve the Second Reading of an Ordinance Amendment as detailed to allow larger detached accessory structures on residential lots 2.5-5.0 acres in size.

Ayes: 5

Nays: 0 Motion carried.

C. Consider the Second Reading of an Ordinance Amendment to allow Market Gardens as a permitted use in the E-2, R-1, and R-2 Districts.

City Planner Allan Hunting discussed the Second Reading of an Ordinance Amendment. Market Gardens are a small-scale farming activity on residential property. Retail sales of produce grown on the site is allowed. Council looked at the First Reading on May 10th and made changes as reflected in the Ordinance as follows:

- Changed hours of operation to 8:00 a.m. to 7:00 p.m. on weekdays
- Hours would be 9:00 p.m. to 7:00 p.m. on weekends
- On Permits, having a few required.
 - Staff suggests \$25.00 which is a typical rate charged for Permits on reviews that don't take much time. They believe it would fit here.
 - A one-time Permit fee with no renewals.
 - They are low impact Permits. This gives a list for Staff to be aware of where the activities occur in the event of problems or violations.

Staff recommends approval of the Second Reading as presented.

Mayor Bartholomew referenced licensing, stating if the resident moves the license is gone. City Planner Hunting responded its set up to have the name/occupant and address of the real property. He had not thought about the property owner moving, but was more concerned about the location. Mayor Bartholomew questioned if a new individual moved in, if they would have to apply for a license or if the license went with the property. City Planner Hunting responded he had not thought about it in those terms and didn't have an answer off hand. He asked Council for suggestions. Mayor Bartholomew responded they may be making too much out of something they don't need to, but asked it be thought about for the next meeting.

Councilmember Piekarski Krech suggested an annual fee. One of the reasons was because Item "Y" states when a Market Garden is discontinued the property should be restored to its native state. She felt it was needed to know annually whether people are continuing to do it or have stopped, if stopped, Staff may have to go out and check to make sure the property is restored. Councilmember Murphy had the same thought about a fee, it gives an amount of control on an annual basis. He agreed the fee should be renewed at the same amount. He assumed in reading this it was tied to the person and the property, not separated. He felt having both the person and location would be important to have in the Third Reading.

Mayor Bartholomew suggested the verbiage discussed by Council Members Piekarski Krech and Murphy be included. He requested information about those questions be brought to the next Reading. City Planner Hunting agreed.

Dawn Gaetke, 7477 Cahill Avenue, stated she noticed a few things in the Ordinance she felt could be made cleaner and more precise as follows:

- Make the definition of Market Garden more precise.
 - For example: A Market Garden is a growing space where food or ornamental crops to be sold are grown. A Market Garden is distinguished from a farm by its smaller scale and lack of mechanization. A Market Garden is distinguished from a Community Garden by its exclusionary control.

She stated City Planner Hunting didn't see any trouble with this change. The object is to allow anyone who occupies a single-family home, even if a renter. The language focused on property owner. She requested to change:

- In section "Q" where it says "the only product sold is the Market Garden produce grown on the property by the property owner". She suggested adding "or occupant". If there is a renter there, they could get the license.
- In section "R", change #1 to say property owners or "occupants".

Mayor Bartholomew stated the Council just approved a few Rental License Agreements. He asked if having this as a Permitted Use would impede or cause problems with the Rental License Ordinance. City Attorney McCauley Nason responded she did not believe it would, but would look for information. She understood the intent behind the change was to allow both owners and renters as long as they are residing on the premises utilize this for Market Garden purposes.

Mayor Bartholomew wanted to make sure there was no conflict with commerce. Such as if the Rental Agreement doesn't allow for anything generating revenue. City Attorney McCauley Nason responded she would check before the Third Reading.

Councilmember Murphy thanked Ms. Gaetke for the information. He asked what her thoughts were on substituting "occupant" with "License or Permit Owner". Ms. Gaetke responded it didn't bother her. She was trying to get across that they could be a renter, if the Renter Ordinance allows.

Ms. Gaetke addressed the fee and whether it be one time or annual. If subsequent, she asked if it could be made cheaper. She thought a onetime fee was fine. She stated for example, Fire Pits are one-time fees and do not carryover from one owner to the next. Maybe use that as a model. Mayor Bartholomew stated the issue was to make sure the property is restored. Once the license or individual is gone, the property would be restored to turf surface. Ms. Gaetke asked if someone in the Clerk's office would go back and check one year's licenses against the next ones. In checking practicality, she didn't believe that was going to happen. She didn't want to overburden the clerk's office checking one year over another and then checking the ones that didn't renew.

Councilmember Piekarski Krech stated it becomes an issue when someone complains. There was a Permit, but are not doing it anymore, but the Permit is still valid. She believed if a person plans to continue to do this every year, they need to come in and say they plan to continue. It gives the City the ability and knowledge. She stated it has been done with Liquor Permits and Dog Licenses. They are dealing with property rights and other property owners around. She responded about rentals stating they would probably need to put something in about rental properties needing permission from the owner because the owner may not have any idea that is planned on their property and may not want it to happen. Ms. Gaetke responded she believed that be an issue between the property owner and renter. In theory a renter could go and apply for a Fence Permit.

Councilmember Piekarski Krech asked about the addition of ornamentals, she thought it was just edible produce. Ms. Gaetke responded ornamentals has always been in there. She has no objection to taking ornamentals out. She was unsure how many would sell flowers. Councilmember Piekarski Krech stated flowers, pumpkins, gourds, cornstalks. There are a lot of things that qualify as ornamental.

Mayor Bartholomew suggested getting thoughts together and putting them into the next Reading. They can revisit the issues. In his opinion, he liked the idea so they know the License Holder has to comply according to Statute and are assured the property goes back to its original state when the property changes

hands or is no longer participating. He suggested getting those thoughts into the next Reading and discussing further at the next meeting.

Councilmember Dietrich asked with the next Reading, if the City Planner could let the Council know what this means for Staff time. Is the fee going to make up for the Staff time it takes to send out the Licenses and do follow up.

Mary T’Kach, 7848 Babcock Trail, supported the changes Ms. Gaetke recommended. One of the items in the proposed Ordinance is lead testing soil. The way it was written struck her as odd. The Draft language wasn’t based in science or public health impacts. If someone pulled these 100 parts per million standard from somewhere, it could have come from the November 29, 2004 Minnesota Department of Health Lead Rule. That was specific to lead in paint, dust, bare soil, and drinking water. It did not pertain to gardens. It’s a pretty low level and difficult to achieve. The composting rules the Minnesota Pollution Control Agency has, has a lot of things such as cadmium, arsenic, mercury, lead. They have a 300 parts per million lead limit for residential use of compost. Centers for Disease Control and the US Housing and Urban Development recognize 400 parts per million in lead in soil and play areas as the upper limit. It wasn’t targeted to garden soil. The University of Minnesota and other research institutes say there is no evidence the plant uptakes lead from the soil and stores lead in the plant, especially in soils with a neutral or slightly higher PH level. Strong evidence suggests there is lead dust from bare soil patches that can get onto the plants itself. Washing vegetables minimizes this. Growing vegetables in raised beds with clean soil or compost in an area with contaminated soil blowing around, doesn’t change the risk unless washing the vegetables.

Councilmember Piekarski Krech thought this may have come from the St. Paul regulation, she didn’t believe it was added by the City. Her point is well taken.

Ms. T’Kach stated she has a document from the University of Minnesota she can send to Council and Staff. The risk is from contaminated soil blowing around, not from garden beds or gardening. She felt that should be removed. It gives the public the illusion the City deems vegetables as healthy because a lead test was required. She commented it was a little misleading because the City doesn’t require tests for other things such as cadmium or arsenic. When buying something, just like at a store, it is buyer beware. She suggested knowing your farmer, where it’s grown, that’s what local is all about talking to people and making your own decisions. She requested that portion be removed. It’s also expensive. There is no guarantee the soil taken for testing is the soil being used to grow plants.

She discussed permitting stating the Minnesota Constitution, Article 13, Section 7 reads “no license required to peddle”. “Any person may sell or peddle the products of the farm or garden, occupied and cultivated by him, without obtaining a license therefore”. She didn’t believe they could permit or require a license for agricultural products. She suggested someone check into this. Aligning with the State Constitution makes sense.

Regarding the cost of the permit and whether it be annual, she stated there is verbiage in the Ordinance that speaks to nuisance issues. She felt if there was a nuisance with the garden, it could be dealt as part of the City’s Nuisance Ordinance. She thought this could create another marketing list that someone can ask for, and burdens Staff, people in the field would get marketing flyers. She suggested maybe after a year or two there are issues, have voluntary registry, but have further discussion. She stated going through the Community now there are little stands and tables of people selling or giving away cucumbers, tomatoes, or zucchini. Requiring someone pay \$25.00 annually to sell, they would really have to sell a lot of tomatoes,

the cost wouldn't be covered. She stated they want to encourage this, not put the brakes on something that hasn't started or caused problems. She encouraged the Council to rethink this.

She stated she supports the concept of growing local food builds resilience in the Community. They want to encourage people to get outside, get natural healthy exercise, air, bring kids outside and learn about growing food. The more they can do to encourage instead of discourage could be a boon to the community.

Mayor Bartholomew suggested Staff review the comments made by Ms. T'Kach and keep them in mind as they consider testing for lead and the licensing.

Ms. T'Kach asked what the Council's response was to the lead issue. Mayor Bartholomew responded she raised questions. He doesn't have thoughts other than further investigation. Councilmember Piekarski Krech stated when looking through the St. Paul Ordinance what was in there was cut and pasted which is similar to what is in the other Ordinance. She stated they may need to determine what the rationale was. She stated there are other agricultural reasons. A neighbor selling eggs for example, are in violation of USDA regulations if they have not done other things if getting money for those eggs. She stated there are a lot of rules and regulations relating to foodstuffs if selling them. If giving away product, it's a whole different. Doing it for monetary gain has another list of issues that pertain. She responded about the reference to the Constitution, Farmers could sell things she didn't believe it meant people in residential or city areas could sell things. She questioned the meaning of it.

Mayor Bartholomew stated the issue of lead testing and licensure raised by Ms. T'Kach is something he would like further information on from the City Planner. He asked City Attorney McCauley Nason if she could look into the Constitutional reference.

Ms. Gaetke responded about lead testing and agreed it was because the St. Paul Ordinance had it. The first discussion with the Planning Commission, several Commissioner's raised issues about food safety. When she helped the City Planner draft it again, she placed it in there because St. Paul had it. Hearing what has been said, she doesn't see the point of it anymore. Councilmember Piekarski Krech stated if testing for lead, as stated, test for other things.

City Planner Hunting suggested adding what Ms. Gaetke said, they allow farm produce to be sold in Agricultural areas, they don't have any of these restrictions. He wouldn't have a problem removing it. Mayor Bartholomew stated it was under "R" Item 4. Councilmember Murphy wanted to make sure they do not run into issues using the word "occupant" or "License or Permit Holder". If research was needed, he wanted to make sure it was on the list. City Planner Hunting responded he would check with the City Attorney for the appropriate words.

Mayor Bartholomew stated with all input tonight, he asked if they should put off the Second Reading. Councilmember Piekarski Krech agreed, there were things to discuss that she would like to see for a Second Reading and that the Third Reading is a clean Reading. City Planner Hunting stated this would take more time than two weeks. Maybe a month. Mayor Bartholomew asked about the second meeting in June. City Planner Hunting agreed. City Clerk Kiernan stated that was June 28th.

Motion by Piekarski Krech second by Murphy to table the Second Reading to the City Council meeting taking place on June 28, 2021.

Ayes: 5

Nays: 0 Motion carried.

D. Consider the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 4 adding section related to Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit.

Environmental Specialist Ally Sutherland presented the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 4 adding section related to Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit. At the February Work Session the City Council directed Staff to research and develop a proposed Draft Ordinance. Staff has brought this proposed Ordinance forward due to receiving resident inquiries over the last few years asking if goats could be utilized on the property for buckthorn management. Goats are currently defined as farm animals by Zoning Code and only allowed in Agricultural and E-1 Zoning Districts. She stated labor and chemicals are required as conventional methods and believes that's what lead property owners to consider utilizing goats to control invasive species. This is a popular land management tool being utilized regionally and nationally. Goats are useful for areas with dense infestations and areas of challenging geography.

Based on Council direction from the February Work Session, Staff developed the proposed Ordinance. It was developed by comparing municipal Ordinances locally, goat rental companies, DNR, League of Minnesota Cities, and other Land Management Advisory Organizations. Staff also incorporated recommendations from Legal Counsel and the Planning Commission. Staff recommends approval of the First Reading.

Councilmember Murphy asked about the section with fence requirements. There isn't a generator allowed, he asked if the thought was to be a temporary fence and plugged into an outlet outside the home. Councilmember Piekarski Krech responded she has solar electric fences that work well. Environmental Specialist Sutherland responded the reason it was added was because the Planning Commission was worried about how they were powered. Speaking with goat rental companies, solar is a very popular option. Another popular option would be 12 Volt Batteries. Generators are not a typical use to power them. They can use extension cords, but have heard it is not a typical use.

Mayor Bartholomew referenced insurance limitations of \$2 million and \$1 million and asked if they were industry standards and accepted by the industry that provides for the service. Environmental Specialist Sutherland responded that was language common throughout every Ordinance she reviewed, several municipalities are utilizing. It was something the City Attorney's office reviewed and recommended. City Attorney McCauley Nason responded those limits were common across Ordinances she has reviewed.

Mayor Bartholomew referenced where it says there were no temporary shelters allowed. He asked with inclement weather, heavy rain, and sun, how the animal was protected. He was surprised there wasn't a temporary shelter, lean to, or a shaded area. Environmental Specialist Sutherland responded it was based on a conversation with the goat company. The companies she spoke with stated it was not a common practice for them and the fact that Staff isn't intending to go out and do inspections. Per Zoning Code requirements, it seemed like a consuming parameter to include. Mayor Bartholomew responded if the industry doesn't require, then he doesn't see a need to include it in the Ordinance. Councilmember Piekarski Krech stated the ones at Battle Creek Park in St. Paul had a big trailer to put the goats in at night. When Darvan Acres had goats, a shelter was required. She couldn't imagine letting goats out in a bad thunderstorm without shelter. Councilmember Murphy stated he was under the impression the goats were tended to every night. With severe thunderstorms, tornados, and hail, he didn't feel they would be sacrificing goats. He was uncomfortable with that.

Environmental Specialist Sutherland responded about the weather stating her assumption with the conversations she has had with goat companies and how they check on animals, with something like a tornado warning, they would likely go out and grab the goats for a period of time. There is the intention of protecting and keeping them safe. She offered to ask again and maybe reach out to additional companies to see if they have different practices.

Councilmember Piekarski Krech stated another question would be how they protect the goats from vermin. There are a lot of coyotes in the City. Environmental Specialist Sutherland responded they do that with the electric fencing. It provides a way to keep the goats in and others out. She stated she could ask if there are other ways to protect the goats.

Mayor Bartholomew asked about previous goats in the City with Darvan Acres. He asked if there was a temporary Permit allowing them. Councilmember Piekarski Krech responded that was Agriculture. The goat were required to be put into a shelter at night.

Mary T’Kach, 7848 Babcock Trail, stated she was hoping to come before the Council a few years ago on this issue as she has 10 acres of buckthorn. The goats in St. Paul were required to be housed at night in a trailer because people were playing, wrestling, and stealing them. It was a safety issue. It would be expensive and prohibitive to go out and rounds up goats. She stated she hasn’t moved forward with goats because it is very expensive and getting them doesn’t happen the first time. She questioned the 60-day limit for people with larger parcels. She stated goats were tough and can probably handle a hailstorm.

Mayor Bartholomew requested Environmental Specialist Sutherland bring further information forward on sheltering, points raised by Ms. T’Kach, and prior history regarding other places and what was required at the time.

Motion by Piekarski Krech second by Gliva to approve the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 4 adding section related to Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit with additional information to come with the next Reading.

Ayes: 5

Nays: 0 Motion carried.

Administration:

E. Consider Approval of Resolution Authorizing Hire of Brian Bierscheid as Interim Parks and Recreation Director. Resolution 2021-158

Interim City Administrator Rand stated the City is undertaking the selection process for City Administrator. After that, the Public Works Director and Parks and Recreation Director positions would need to be filled. They are hopeful to have the new City Administrator on board to provide input for those hires. There is a current vacancy in the Parks and Recreation Director position. The position was filled since late February via a temporary staffing arrangement by Interim Jon Oyanagi. She stated Mr. Oyanagi did a stellar job, but is leaving at the end of May.

She stated Mr. Oyanagi, Sharon, Klumpp, from Baker Tilly, the professional Recruitment Firm, and herself have reached out and identified an individual that has the credentials, experience, and right temperament to fill in as the Interim Park and Recreation Director in a similar arrangement to what they currently have with

Mr. Oyanagi. It would be a temporary employee with a set of priorities to accomplish with a time period of approximately October 31st or when the next Park and Recreation Director is hired.

She gave background on Mr. Bierscheid stating he served as the Park and Recreation Director for the City of St. Paul from 2002-2009. Prior to that he was the City of Roseville's Park and Recreation Director from 1987 to 2002. Over the last ten years he has been serving a variety of Communities, Cities, Counties, and sometimes assisting at the State level as a Consultant. He is high in demand with respect to his skills as he understands how to work with people and uses all his years of expertise to continue to drive forward great parks and recreational programming. He has assisted with the development of parks and their plans. She stated Mr. Bierscheid is available via Zoom to answer questions. His resume was provided to Council. References have been checked. She stated Mr. Oyanagi and herself recommend Council approval as a temporary Interim Parks and Recreation Director.

Mayor Bartholomew welcomed Mr. Bierscheid to the meeting and asked if he would like to introduce himself and fill the Council in on his prior work history, achievements, and goals.

Mr. Bierscheid introduced himself to the Council and Staff and thanked them for presenting this opportunity. He worked for the City of St. Paul as the Park and Recreation Director for seven years and was involved in many activities in terms of the development of properties, special facilities, and recreation programs. Prior to that he was the Park and Recreation Director in Roseville doing similar things. He stated Roseville is about the size of Inver Grove Heights and similar in operation with a Parks and Recreation Commission and Staff. Previous to that he was the Director of Parks and Recreation and Community Education in Marshall, Minnesota with similar activities.

He stated he tells people the reason he still does this even after going into retirement, is that his strong belief for Parks and Recreation is that it not a nice thing to do, it is an essential thing to do for Communities. The last year with COVID has proven people need to be active, physically, mentally, and socially, and to get out into the environment. That is why he would like to do whatever he can within the next few months to facilitate and keep the program moving until they can hire an ongoing professional.

Mayor Bartholomew thanked Mr. Bierscheid and appreciated his willingness to work with the City and help through the transition period. He commented his resume is very extensive. He had used Roseville parks in the past and felt they were very well done. He thanked him for coming forward. Councilmember Piekarski Krech stated it was wonderful to have someone with Mr. Bierscheid's qualifications help through the next few months. Councilmember Murphy stated it was a tremendous resume. Councilmember Dietrich thanked him for considering coming out of retirement for this. It is appreciated.

Motion by Piekarski Krech second by Murphy to approve Consider Approval of Resolution 2021-158 Authorizing Hire of Brian Bierscheid as Interim Parks and Recreation Director.

Mayor Bartholomew asked if Mr. Bierscheid was in agreement with hours, duties, and pay rate. Mr. Bierscheid agreed.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Murphy asked when Interim Parks and Recreation Director Oyanagi's last day was and if there was a chance to thank him. Interim City Administrator Rand responded Mr. Oyanagi may be on the

line. His last day is Friday. She stated Mr. Oyanagi and herself will be meeting with Mr. Bierscheid this week. She stated Mr. Oyanagi has agreed to come back for a little bit on June 7th or 8th.

Mayor Bartholomew thanked Mr. Oyanagi and appreciated all of his help and professionalism in the past and looks forward to his help and guidance with the transition of the new Interim. Councilmember Murphy wanted to personally thank Mr. Oyanagi, he appreciated him stepping in. Councilmember Dietrich thanked Mr. Oyanagi for what he did in the short time he had and the limited hours. Councilmember Gliva thanked Mr. Oyanagi and hoped he has a wonderful summer. Councilmember Piekarski Krech thanked Mr. Oyanagi and joked he should have stayed. Mr. Oyanagi thanked everyone and stated it has been a pleasure.

7. PUBLIC COMMENT:

There was no public comment.

8. MAYOR AND COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

Agenda Item 4J. Consider Approval of Purchase Agreement for property located at 8296 Babcock Trail. Resolution 2021-157

City Attorney McCauley Nason stated this Agenda Item has two options:

1. Have a conversation in open session regarding the Draft Purchase Agreement and proposed terms.
2. Have the ability to move into closed session Pursuant to Minnesota Statute 13D.05 which is how the Council has previously discussed this Agenda Item.

If wanting to have a closed session discussion to develop or consider offers or counter offers for this property, or to discuss the not public Appraisal data related to this property, she deferred to the Council on having the discussion in open session, or if more appropriate, move into a closed session. If moving into a closed session, she would walk through the process for closure and Council would vote to go into closed session. If closed session commences, they would need to record the closed session and identify all persons in the closed meeting at that time. She stated it is a Council decision. They could go into closed session then reconvene in open and have further conversation or consideration of Agenda Items at that time.

Councilmember Dietrich stated she doesn't have a preference, it was discussed in closed session before, perhaps it should be in closed session. The Council agreed with having it be a closed session.

Interim City Administrator Rand stated before moving to closed session, Klay Eckles is on Zoom to address any questions or background with respects to the need of a Public Works facility, why there is a need for acquiring additional land, and fleet needs.

Interim City Administrator Rand stated Klay Eckles is serving as Interim Public Works Director. Prior to this he worked for the City of Woodbury which also went through a similar situation of a growing City with additional public works needs, growing roads, and fleet. He has background information he would like to share.

Interim Public Works Director Klay Eckles stated he has been involved in a couple of Public Works expansion projects. With the City of Stillwater, the site was so constricted they demolished the entire public works facility and moved to a new location. On the Woodbury site, there were site limitations. As a result, one of two public works buildings was demolished and the entire site reconfigured. Both cities have

nice facilities as a result. In both cases, had they had more space available with the existing site, they may have been able to do a project less expensively and more efficiently.

In looking at Inver Grove Heights with a population of about 35,000 there could be a significant increase with potential to grow to 50,000. This could result in more plow trucks, more equipment, need for more maintenance space, more stalls, more storage of salt and sand, and other materials. He sees it as a great opportunity for public works. Having a six-acre piece of property adjacent to the entire public complex is a tremendous asset. He believed future Council's would appreciate having the flexibility and space available.

He stated the location immediately adjacent to the entire City complex presents long term opportunities for the Community. With Public Works, outside analysis work has been done with consulting firms for space and expansion needs for public works. The most recent study showed the City could build on the existing site, but there were a number of tradeoffs they would be making. It was not an ideal set up. He stated the expansion they were looking at would serve their needs today. They are short on space needed to work efficiently. With the struggles he has personally been through with other expansion efforts, he recommends Council pursue the opportunity while they have it.

Mayor Bartholomew stated some of his questions he has they cannot speak to, but has to do with business need, balance, opportunity, and long term. He asked for an understanding of what the constriction in space is causing. He asked is there was a number streamlining would help reduce time and space before extra Staff would be added. He wanted to know where the shortfall is now in efficiencies and what it has been causing in time and labor to get the product out. Interim Public Works Director Eckles responded he couldn't give a specific number at this time. Many daily operations are constrained, they double, sometimes triple haul materials or vehicles. In order to work on some vehicles in the maintenance area they have to move other vehicles out of the way. One thing every significant operation needs is space to handle materials. If a water main breaks and need to immediately respond, there is a lot of material needed, especially in the winter, and need a place to deposit it. They have no space on site and end up having pocket locations around town where they place the materials, have to go back and haul it somewhere else, or deal with it later. He stated there are a lot of inefficiencies and double handling. Currently they added a plow route. There are a number of vehicles being parked outside. Keeping them indoors would extend the life. There are immediate benefits that way. He stated he could come back with more details at a future meeting. Mayor Bartholomew responded these are words echoed by Scott Thureen, former Public Works Director. He wanted to get the Interim's opinion.

Councilmember Murphy asked about other cities and the size of their public works campus. He asked if the current size and potential addition of land equate to a City of 50,000, or if the City is catching up, or equates to more of a figure such as 60,000 to 65,000. Interim Public Works Director Eckles responded anyone operating heavy equipment likes space to work. It's safer. Safety is one of the reasons they wanted to upgrade the facility. They have to work with what they are given. Public Works Staff has been clear there is professional frustration that they cannot deliver as efficiently as they could.

He stated the City facility is actually a bit smaller than the Stillwater facility built in 2004. At that time Stillwater was at 20,000. It was built with intent to grow into it. He felt the current facility we have would serve a City of about 20,000 effectively. The facility was built in 1989. He stated the building needs work, but when the work happens it would be most efficiently be done as a part of an expansion. Things could be moved to a new location, and take old areas and remodel to be more efficient. In the first remodel they would do for today, they wouldn't need all 5.5 acres. At 50,000 they may be able to work with something less than that. He envisions the area to become useful for parks, Police, or even Fire at some point. There

could be other opportunities out there they haven't fully vetted. In the years to come there will be many times they would look at this as an asset to the Community.

City Attorney McCauley Nason requested Council make a Motion Pursuant to Minnesota Statute Section 13D.05 Subd. 3C, Subparts 1 & 3 to review confidential appraisal data and develop or consider offers or counter offers for the potential purchase by the City of real property located at 8296 Babcock Trail in the City of Inver Grove Heights, Minnesota.

Motion by Dietrich second by Piekarski Krech to move into closed Executive Session at 7:21 p.m.

Ayes: 5

Nays: 0 Motion carried.

Motion by Gliva second by Piekarski Krech to adjourn the Executive Session at 8:11 p.m.

Minutes prepared by Recording Clerk Sheri Yourczek

INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, JUNE 7, 2021. 6:00 PM - 8150 BARBARA AVENUE
****Meeting Via In-Person or Virtual Zoom****

A. CALL TO ORDER: The City Council of Inver Grove Heights met for a Work Session on Monday, June 7, 2021. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Present In-Person: Mayor Bartholomew; Council Members; Piekarski Krech, Dietrich, Murphy, and Gliva; Administration Specialist Judy Wonick, Community Development Director/Interim City Administrator Heather Rand, City Attorney Bridget McCauley Nason, City Clerk Rebecca Kiernan, Finance Director Amy Hove, and Police Chief Melissa Chiodo.

Also Present In-Person: Jessica Cook, Ehlers Public Finance.

1. Presentation by Ehlers Financial on the NWA Utility Connection Fees

Interim City Administrator Heather Rand stated Jessica Cook from Ehlers Public Finance will discuss the Northwest Area Utility Connection Fees. For 15 years the city has been handling the fees in the northwest area. It was determined to revisit with background, history, and an update.

Jessica Cook, Ehlers Public Finance, updated the Council on what has been happening in the northwest area over the last 15 years. She began with the following update relating to water and sewer utilities: Northwest Area:

- Utilities are extended up from the southeast, through the northwest area.

Decision to Extend Utilities for Development:

- Sewer and water extensions began in 2007. Difficult area to serve because of the terrain.
- Goals:
 - Allow landowners interested in selling to sell for development at greater densities.
 - Do not financially pressure landowners to develop if they want to remain “as-is”.

Original Funding Plan:

- Water:
 - Enough cash in the Water Connection Fund to pay for improvements.
 - Collect fees as development occurred. Fees would replenish the Water Connection Fund.
- Sewer:
 - Did not have cash available.
 - Starting in 2007, issued Bonds. Have issued three series of Bonds to pay for sewer extensions.
 - Those three issues have an outstanding debt amount of \$11.5 million dollars.
 - Equates to about \$1.2 million dollars that is due every year.

Development Fees:

The plan in 2007 was that fees would be collected from the development community when those properties developed. Those fees come in and:

1. When land is platted, a fee is paid depending on the zoning of the property.

- a. Properties zoned for higher use such as: commercial industrial, business, zoning, and multi-family zoning, would pay more per acre than single-family with the thought that they were putting greater demands on the system.
2. Larger portion of the fee is paid when the Building Permit is pulled.
 - a. Based on actual units.
 - b. The more units on a piece of land, the higher the fees that piece of land would generate.

This was the fee structure adopted in 2006/2007. It has not changed since other than inflationary increases. What's Changed Since 2007:

- Had the great Recession. This stalled out a lot of development believed to occur. Pipes were put in to the ground, development didn't occur as anticipated. The city still had to pay the Debt Service on the Sewer Bonds.
- When devising the system of development fees, cost estimates from Engineers proved to be too low. This could be due to the difficult terrain. In order to get things up and down, more lift stations were needed, and/or burying pipes deeper in order to get gravity feed working. The installation of utilities became more expensive than original estimates.
- The development there was less dense than what was estimated in the plan. That means, the fee revenue coming in was less than anticipated. Fee revenues were not sufficient to pay the \$1.2 million dollars in annual debt service.

Existing and Future Utilities:

A map of the area from 2018 was shown and depicted the sewer line as far as it was extended in 2018. It was a big investment the city put in. A majority have not been built.

- When a developer comes in, looks at their section and says that is what the city has to pay to facilitate their development. This is true, but there is an entire investment of other areas that also still have to be paid for at a cost of \$1.2 million dollars per year. This is what they are trying to remedy.

She stated even though they haven't had enough fee revenue to cover costs, the city still has a development community that says Inver Grove Heights fees are too high. In 2020 comparisons of three types of development were done:

Development Fee Comparison:

- Single Family Home:
 - Single Family developers have been willing to pay the fees. Speculating it is due to the lots being so beautiful and premium.
- Multi-Family:
 - Similar to single family. Not an issue city wide, but in the northwest area where there is a different fee structure than the rest of the City. Even though the lots are beautiful/premium there is a financial discipline that owners of multi-family property have to exercise in order to make money and are having difficulty paying these fees.
- 60,000 Square Feet Sample Industrial Commercial Building on 5.5 acres:
 - Inver Grove Heights is higher than other Communities. The city was compared to neighboring communities and growing communities.

Solutions Employed to Date:

- Problem #1: The Development Fees are not competitive with other communities.

- Tax abatement provided when financial need is demonstrated.
- TIF from District 4-1 available for affordable housing.

One project would fall into each of these categories to date. When the city considers using tax abatement, Ehlers does a review of the project. They compare how much the fees are higher than the average of other communities. That difference would be the maximum amount of tax abatement received. It needs to be proven that it is really needed. An analysis was given, underwritten, and recommended an amount for the tax abatement. The tax abatement allows the development to pay the full amount of the connection fees.

- Problem #2: Fee revenue insufficient to pay sewer debt.
 - Several years ago, the city implemented a Sewer Surcharge on residents and businesses in the northwest area.
 - The sewer rates in the northwest area are higher than the rest of the city.
 - Generated approximately \$50,000 a year. This is used to pay the debt.
 - Debt service has been paid with cash from the Water Connection Fund and connection fees.
 - Water Connected Fun is depleted.
 - This year debt will be paid from a combination of connection fees and the Sewer Operating Fund.
 - The Sewer Operating Fund cannot do this on a long-term basis.
 - Need to identify future funding source.
- Problem #3: Requests for lower density housing reduce connection fee and tax revenues.
 - The community of people living in the northwest area and developers have come in and requested lower density housing than what has been in the Comprehensive Plan.
 - In some cases, it has been approved, in other cases a site-by-site analysis is done. They ask the question if developing lower density housing, can they still afford to pay to extend the sewer and water. Often the answer is no, and the development has not proceeded.
 - Most recently the city has undertaken a couple of small area studies. Part of the analysis has been the costs to extend utilities.
- Problem #4: Landowner and developer requests for “leap-frog” development.
 - Develop land areas currently served by utilities before extending utilities further.
 - One of the responses the city has had in the past is sticking with orderly development.
 - Another response has been to evaluate the costs of that.

Ms. Cook stated this is a summary of some of the issues surrounding the delivery of utilities in the northwest area.

Mayor Bartholomew stated the need to review the overall density that was thought to be enough to pay for the infrastructure. Based on topography and requirements for stormwater, density was missed. There is a reality that is coming and they can't get the density needed to pay for the infrastructure. He wanted everyone to be aware that at some point the infrastructure has to be paid for. It has to be paid for either by density or out of the General Fund.

Councilmember Murphy asked if there were any examples where community requests lower density and receive lower density. He asked if it was residents asking for lower density or developers saying they would build lower density. Ms. Cook responded she believed Blackstone wanted this. Councilmember Piekarski Krech responded most of the ones over there wanted lower density. They were originally talking multi-family. They went with single family. A lot of it was supposed to be multiple housing turned into

single family. That's what was selling at the time. She commented now the requests are for apartments which seem to be the hot commodity.

Councilmember Murphy asked if there were numbers on the debt shortfall on a year over year basis. He was unsure if the \$50,000 mentioned was paid or not. Ms. Cook responded there are historical numbers. The debt service is approximately \$1.2 million. The contribution from the sewer surcharge was \$50,000. The fees range from \$250,000 to \$700,000 a year. This year was a record year with \$1.3 million dollars. If taking \$1.2 million and subtracting on average \$400,000 to \$500,000 in fees, and the \$50,000, the remainder is \$450,000 to possibly a \$700,000 shortfall. Councilmember Murphy asked how many years that has been consistent. Ms. Cook responded she looked at data since 2016. It was worse before that because there was less growth after the recession.

Councilmember Murphy referenced the planning process with the Comprehensive Plan and/or Consultants stating the great recession and inflation was mentioned. He asked when doing these numbers if the recession was something they do or do not plan for. The research he has done from Staff states if hitting the midpoint density, we were supposed to be fine in the northwest. Now he hears they may not hit it at all. He was confused about where they went off track. Ms. Cook responded with planning in 2006/2007 a consultant planning firm was used and they took 80% of their estimates. Their estimates at the time probably underestimated the terrain difficulty and stormwater needs of that area. In more current estimates, it has gone down, the original estimates of density were higher. Even though they used 80% of what the planners thought could be achieved for the area, it was still too high due to a couple of factors:

1. The Planners didn't account for the degree of terrain or stormwater needs.
2. The market fundamentally shifted. Condos were hot in 2006/2007. Now apartments are the hot thing. In between that there was not a lot of demand for density.

She stated a factor they are dealing with now, not historical, once there is a lot of single family, they like to see more single family. Now there are new pressures from the Community that were not there initially.

Councilmember Piekarski Krech commented when the city developed the Rottlund area, when she moved back into the city in the mid-80's she attended all the Planning meetings. That was when Rottlund was just being thought of. In 1985 the Comprehensive Plan for the city said that area where Rottlund is now could never be developed because the sewer had to go too deep. The City Council at the time thought it was great, started kicking people off the land and putting in sewer and water and eminent domain, and now there is Rottlund. That was successful. She stated they were told the area could never be sewer and water and it was done, with thinking of the northwest area, they believed it to be a piece of cake.

Mayor Bartholomew stated the reality remains whether taking 80% or 60-70%. The density was not going to be met because there was a flaw in the very beginning. The flaw being the terrain and the requirement for stormwater. The city is faced with a dilemma in the future. They can't get the densities needed.

Councilmember Murphy asked the Mayor what he meant and asked if the terrain wasn't properly analyzed. Mayor Bartholomew responded we missed the mark; the number was flawed by a percentage. He guessed the error rate to be down to 50%. When looking at the topography out there, there are things that cannot be

built on. Some of the flat areas have to be encumbered on with water. That leaves less and smaller buildable areas. The requirement may be searching for density to pay for what they have in the ground, if they don't have that density, they have to find another way to pay for it.

Councilmember Piekarski Krech stated in the development world you can build anywhere you want to if wanting to do some things. In the northwest area they tried not to destroy the landmarks, oak savannahs, and critical nature areas. Doing that didn't go with what some of the consultants were thinking. The entire area could be developed by flattening it out, but that wouldn't be done in the northwest area. The two ideas didn't jive. In concept the entire northwest area could be filled up.

Councilmember Murphy asked who helped the city make these decisions. Mayor Bartholomew responded he was unsure who they used as a consultant. Councilmember Piekarski Krech stated the city has been nationally recognized for how they handle stormwater.

Councilmember Dietrich asked if it wasn't as recent as 2018 that Council voted down high density with McGough. Mayor Bartholomew responded his position with that was a land issue. It had a B-2 and B-3 land designation, they wanted to convert it to residential. He saw the value of residential, but didn't want to lose the B-2 and B-3 designation.

Ms. Cook stated the initial analysis was presented to Council and the Council at the time understood there would be carrying costs. More of the density was expected to occur north of 70th Street and utilities were coming up from the south. They had projected deficits in the Sewer Connection Fund that would have to be funded with other resources until north of 70th Street developed. When the interchange with Argenta and 494 went in, at that time it was thought to be 25 years away, that was 15 years ago. With the change in the development patterns and demand, that didn't happen.

Mayor Bartholomew asked if there was a number of the approximate density shortfall. Ms. Cook responded their thoughts for next steps is to do additional analysis such as:

1. Quantify the funding challenge at current expectations for density. Discussion would be needed as to what those expectations look like and make sure they are on the same page.
2. If that is what is going to develop, what the funding shortfall would look like. That would be compared to the current outstanding debt service, plus the cost of future extensions.
3. Depending on what that is, may want to look at other funding mechanisms besides developer fees. When relying on developer fees, the city puts in the improvement and pays for it. The city is taking the risk of development happening as planned, which obviously didn't happen.

She stated there are other funding mechanisms that do more risk sharing with the development community and landowners. Those have other downsides, and were not used back in 2007. This may be worth another conversation.

Councilmember Gliva asked for one example of the other funding mechanisms that had higher risk sharing. Ms. Cook responded they were working on a small area plan for south of 55 in the northwest area. There are three parcels of land, two are large parcels controlled by one landowner, the other is a small parcel of land. Serving those three parcels of land, Engineers have estimated it to be approximately \$2 million dollars in water and sewer costs. If the small parcel in the middle, which could possibly be the one ripe for

development, goes for development, that means the city would have to put in \$2 million dollars' worth of pipe and maybe collect fees on 50 units. That is a losing proposition. You cannot put in that pipe until the larger parcels develop.

She stated one of the ways to address that would be to put in the pipe and take all or a portion of the pipe and specially assess it against all the property owners. Then they can sell when they want to sell, but would have to pay for the pipe in the meantime because the value of their property has increased. Councilmember Piekarski Krech commented that also makes them sell which is why the original plan was not to do that. If assessing someone \$1 million dollars, they are not going to be able to hold onto the land. Ms. Cook responded that was the conversation had with Council back in 2006 when options were evaluated. Some of the other funding mechanisms may/may not meet those two goals if those are still the same two goals the Council has.

Interim City Administrator Rand stated Staff felt it important to give this introduction and revisit the issue. As laid out by Ms. Cook, she as Staff recommends moving forward with that type of analysis. It will take Staff and Ehlers time. It can be paid for within professional service fees. She believed they may need more than 30 days to pull the information together. It could be end of July when the Council would receive an update. The Council will continue to receive development proposals. If multi-family, she would ask Ehlers to do some financial review and analysis of their Performa and come back with recommendations.

Councilmember Piekarski Krech commented with a couple of those developments, when they wanted to go lower density, ask them to pay more. If wanting a lower density, they had to pay at a higher density rate. Ms. Cook responded they did that for Argenta, but it didn't happen for Blackstone. Mayor Bartholomew responded there were issues with Blackstone that ameliorated some of the lower densities, the easement was huge and involved overhead easement and in-kind trading.

Mayor Bartholomew suggested finding out where they are at, what is left to build, what funds are left, how to address the shortfall, where densities go, and who is paying for the shortfall. Interim City Administrator Rand responded Staff would work with Ehlers to prepare the analysis and bring it back before the Council at the second meeting in July.

Councilmember Murphy stated when talking about the development fees in the city and developers saying it's too high, if that isn't the actual decision made in 2006/2007. The city was going to make the fees higher to pay for northwest area development. Mayor Bartholomew agreed and stated development fees not in the northwest area were comparable to neighboring cities. Councilmember Piekarski Krech commented when looking at it in terms of the area and what the benefits were, Chanhassen is the next one that was high. Inver Grove Heights has way more than Chanhassen as this is closer to the metro area.

Councilmember Murphy stated after speaking to a couple of different Staff members the city is not tracking the density requirements needed in the northwest area. This is why he got the response of hitting the midpoint of the Comprehensive Plan, they should be fine. He was unsure of doing another study without having something to measure so they don't end up making the same mistake again. He stated he first

starting looking into this because he was concerned about the amount of retail in town and not much of the new development is about retail. He started asking questions and the response he got was how much density do we need to pay for the infrastructure. He didn't receive an answer other than hitting a midpoint. He was unsure of doing another study without knowing what they need.

Mayor Bartholomew tried to understand the question posed and asked if density needs were known. Councilmember Murphy asked what the actual density was because it would lead to the actual density needs. Mayor Bartholomew agreed and stated they are trying to determine the number needed and how far off they are. He stated the analysis had started, they know the what was in the ground and each project, and where they went year by year, some of the data has to be helpful. Ms. Cook responded this requires more thought, but there were two ways to approach:

1. Can say this is what it is going to cost. The investment they have to cover. It serves the land area and is the density they would have to have in this land area to pay for that. There is no density that is achievable that will pay for that.
 - a. If currently stopping to extend sewer and water, and built out what is servable, at the expected densities, what is the shortfall and determine how they would pay for it.
2. If wanting to expand and extend service, which would be required to continue to grow in the northwest area. Estimates would be needed about what those costs are. Growth estimates would be needed beyond that area. then they could say based on estimated growth, and estimated costs, this is a gap. If there is a gap.
 - a. To fill the gap, they would have to develop at "y" density, or have another funding source, or stop development. That is what she is forcing the analysis to do. If that is inline with what the Council would want to see, she suggests a timeframe longer than the end of July because they would need engineering input.

Mayor Bartholomew stated that directly describes what Councilmember Murphy is looking for. What to do to pay for the infrastructure and where they are with the goal. Councilmember Murphy agreed.

2. American Rescue Plan

Finance Director Amy Hove updated the Council on the American Rescue Plan beginning with:
Public Sector Funds:

- Fiscal Recovery Funds (FRF) is one provision, or "pot" of funding set aside within the American Rescue Plan and equals \$350 billion.
 - Money is set aside for states and Washington, D.C. \$195.3 billion dollars
 - Set aside for local governments. \$130.2 billion dollars (split 50/50 cities/counties)
 - Inver Grove Heights estimates (using 2019 Census) $35.672 \times \$105 = \3.75 million
 - Tribal Governments. \$20 billion dollars
- How this funding differs from CARES:
 - More dollars for our community (\$2.67 million versus \$3.75 million – estimate)
 - Strategic. Have a lot more time to plan/spend
 - Broader scope of allowable uses (infrastructure, revenue loss) Under the CARES dollars it couldn't be used for revenue losses. They have expanded to infrastructure.

Additional Provisions within ARP (above and beyond what cities/counties receive). All other dollars above and beyond the portion allocated to governments. A large number of dollars have been put towards:

- Small Business Assistance
- Public Safety
- Broadband for Schools and Libraries
- Utility Assistance

This is above and beyond what our community is receiving for city dollars. There are a lot of federal dollars going into these other programs. There is a need to know what is going on in all of the other areas so they do not duplicate efforts.

Timeline:

- On March 11th the law was enacted. They went back a week for covered expenses. Expenses can begin March 3rd.
- On May 10th the Federal Government was scheduled to disperse funds to the state. Those funds were just received a week or two ago.
- The State Minnesota Management and Budget Office is working on a process for cities to follow to request funds.
- Anticipate receiving the first half payment this month.
- Next year at this time, they should receive the second half distribution.
- When the guidance originally came out, they spoke about spend down by December 31, 2024. (The rules for Treasury Guidance have been relaxed. They have until December 31, 2024 to obligate/commit it to something).
- Have through year end 2026 (December 31, 2026) to actually spend it.

There are four categories of eligible uses:

1. Respond to public health emergency (public health and economic impacts)
2. Respond to workers performing essential work
3. Recover revenue losses
4. Investments in sewer, water, or broadband

Mayor Bartholomew commented if the infrastructure wasn't limited to sewer, water, or broadband, it could include streets. Finance Director Hove responded it is currently limited to sewer, water, or broadband. They are still waiting on more Treasury guidance to see if there are other options such as potentially recovering revenue loss and being able to apply it towards another use.

Finance Director Hove discussed:

Government Finance Officer's Association (GFOA) Considerations/Guiding Principles,

- Temporary nature of ARP Fund
- Scanning and Partnering efforts with ARP
- Take time and careful consideration

GFOA Considerations/Guiding Principles. Temporary Nature of ARP Funds:

- These are temporary. Do not create new programs or enhance current programming. There is a financial obligation once the funds are gone.
- Are very aware that a lot of organizations have revenue declines. They put a high priority on replenishing those reserves in the areas needed.

- Did not want the City to cover operating deficits because if there are internal issues with funding a particular operation, if using this to fill in, it was going to be gone in a few years. This is not the most ideal place to use this.
- Emphasis on infrastructure. Because it is a one-time use, it is well suited and a long-term asset. Be aware if creating or building an asset, that requires ongoing financial support.

Mayor Bartholomew asked if it was for new or existing infrastructure. He asked if it was paying for debt or paying for something that hasn't been in the ground yet. Finance Director Hove responded it's not for paying debt. It can be used to replace if bonding for water, sewer, or broadband project, these funds can be used instead.

- Consider regional initiatives including partnering with other ARP recipients.
 - For example: Neighboring Communities, County, Schools, Cities and their programming.
 - Be aware of what programs are out there. Not duplicating efforts or resources already in place at the State level.
 - The schools or transportation agencies are already receiving funds from this.

She stated one of the things learned through the CARES Act was they wanted to help small businesses. There was limited time, they rushed trying to get small business and non-profit assistance moving forward. Between the County and cities, they felt they stumbled over each other. This time around they wanted the city to have an opportunity to work with the County closely and not rush forward until understanding what else was out there.

GFOA Considerations/Guiding Principles. Take Time and Careful Consideration:

- The money would be given over two years, two payments. The city has five years to spend it, three years to obligate it.
- Recommendation is that there will be other Grant programs offered. If there is an opportunity to apply for a large Grant, use those funds first and save these as "last use" when possible. It's recommended spreading it over the qualifying period. There is no hinderance to spending it all on one project or a particular area.

Mayor Bartholomew asked when obligating, if they could change the obligation. He asked what the rules were. Finance Director Hove responded she has not noticed any rules on that. They may run into trouble if obligating it and it's after December 31, 2024. And then trying to change their mind. Up until 2024 the decision making could be fluid, as long as a Contract has not been signed.

What's Next:

- Planning
- Analysis of revenue loss
- Wait on additional Treasury Guidance (public comment period on interim rules closes July 16, 2021)
- Continued discussion with community partners. Trying to stay engaged with public partners to make sure they are not duplicating those efforts and making good recommendations and decisions moving forward.

Mayor Bartholomew commented when the City receives the funds, there would be rules as to how to preserve the principle. It would be closely watched. Finance Director Hove responded they would probably do what they did with CARES Funds and create a special revenue fund. She said they are still waiting to hear from the Minnesota Management Budget Office on what process to follow. There has been discussion about a certification they need to make and whether it requires a Resolution or not. This is something Staff can put through paperwork. Staff would continue to provide updates in the Council's Friday updates if something comes up or if they need to bring something back to Council for approval.

Mayor Bartholomew believed there may be a mechanism to record any earnings on those funds. Finance Director Hove responded that is what they did with the CARES Act. When the city allocates interest, they allocate it based on the fund balances within each of the funds. She stated they are getting enough money so they will be single audit eligible again.

Councilmember Piekarski Krech asked if there were any estimates on the tax revenue coming in from the County. Finance Director Hove responded tax revenues were solid last year. It was estimated at a 5% loss, then dropped to 3%. They felt normal at year end. The items the County offered allowed people to make that payment. If escrowing as a part of the house payment, the money is set aside. Councilmember Piekarski Krech commented that would be their biggest revenue loss. Finance Director Hove stated the schedule for disbursements was received from the County. The city could receive their first distribution around July 1st.

3. Food Truck License

City Clerk Rebecca Kiernan discussed Mobile Food Units (Food Trucks). Conversations have been had with Staff. She gave the following overview:

A Brief History of Food Trucks:

- “Chuckwagons” started by Charles “Wagon Chuck” Goodknight. Fed cattle drivers.
- 1880’s “Lunch wagons” became more common.
- 1930’s Motorized versions replaced food wagons.
- 1950’s Army food trucks were repurposed for food sales.
- 1970’s taco trucks became common.
- Current trend starting in 2008 with the Kogi BBQ truck in LA.

Food Trucks in Minnesota:

- Allowed in St. Paul since the 1980’s.
- Local trend started in 2008 with Chef Shack truck.
- Minneapolis had 10 licensed food trucks in 2010.
- Trend took off around 2011.
- Going strong today:
 - Food trucks in cities
 - Food truck rallies
 - Food trucks at events
 - Minnesota Food Truck Association

Setting up a Food Truck Business: Requirements:

- A food truck can easily cost \$25,000 to \$100,000 or more:
 - Food trailer
 - Food truck
 - Generator to power the truck
- Access to a commissary/affiliation with existing restaurant
- State licensure (began in 2020)
- Local licensure (discussion this evening)

Why People Love Food Trucks:

- Interesting food
- Affordable
- Convenient

Why People Hate Food Trucks:

- Restaurant Owners: unfair competitive advantage
- Other business owners: traffic and other negative side effects generated by Food Trucks impact their business
- Take up parking spaces in busy commercial districts, impede public streets

State Statute Regulations:

- Minnesota Statute Chapter 157 (regulates food, beverage, and lodging establishments)
- Minnesota R.P. 4626 the “Food Code” (Food Managers Department of Health)

Fire Safety and Health Codes:

- In 2020 the Minnesota State Fire Code was adopted and started regulation of Mobile Food Preparation Vehicles
- Inspections still need to be made by the local authority

Definitions:

- Food and Beverage Service Establishment. Means a building, structure, enclosure, or any part of a building, structure, or enclosure used as, maintained as, advertised as, or held out to be an operation that prepares, serves, or otherwise provides food or beverages, or both, for human consumption.
- Mobile Food Unit. Means a food and beverage service establishment that is a vehicle mounted on wheels or a cart. Motorized, non-motorized, or trailered
- Seasonal Permanent Food Stand
- Season Temporary Food Stand
- Special Event Food Stand

State Licensing:

- The State requires food and beverage service establishments be licensed
 - License is required annually
 - Licensing process is a multi-step process
 - Individual must make application
 - Pay required fee
 - Receive approval for the operation, including plan review (Special event stands are not required to submit plans)
- Mobile food units, food carts, and temporary food stands shall be issued decals with the initial license. This is normally done by the State
- Licensing depends on jurisdiction/menu

- Minnesota Department of Health
- Delegated Agency
 - City or County Health Department
- Licensing Process:
 1. Submit a Plan Review Application with fees, obtain approval from Minnesota Department of Health or local public health agency
 2. Upon completion of construction, complete and submit license application. Separate fee required for the license
 3. Schedule pre-operational inspection

Constructional Guidelines:

- All food storage and preparation must take place in the food truck or at a permanent approved food establishment
- At least one handwashing sink with hot running water
- Equipment must meet various certifications (certifying groups)
- Adequate ventilation
- Protected water inlet
- Wastewater holding tank (required to be discharged into a sanitary sewage system, cannot dump on ground or into storm sewer).

How should a City Address the Regulation of Food Trucks:

Questions That Arise:

- What can cities do to regulate food trucks in their community
- Where can food trucks be located and make food sales
- Where can you park a food truck when it's not in use
- What conditions can be imposed on a Licensee

Where Can a Food Truck Operate:

- Operate anywhere in the city or a specific district
- In conjunction with an event with prior approval from the city
- As an accessory use to a Taproom, Winery, Distillery, or Cocktail Room
- In specific districts:
 - Can create various districts or designate areas where food trucks may park on public streets
 - May also limit hours of sales by location
- Residential Districts:
 - Special Events: Graduation parties.
 - Limit to catering purposes
- City Parks
 - Limits on number of Food Trucks
 - Limits on where Food Trucks can park
 - Prohibit Food Trucks in parks where concession stands operate
 - Additional permit required from Parks and Recreation

Zoning Regulations: Adding Limitations:

- Locations on Public Streets:

- Buffer zone
- Prohibit on sidewalks
- Sell items on the sidewalk from where they are parked
- Limit to operation when the street is closed to all non-emergency vehicles
- In proximity to community/permitted events unless authorized by event sponsor
- Limitations on sales in parks
 - What parks are Food Trucks allowed to sell in
 - Issuance of additional permit (could be one day, limit to two per location per day, can restrict when applying for the permit)

Food Truck Licensing:

When Can Food Trucks Operate:

- City may want to establish hours of operation
- Hours of operation may vary by location

Additional Licensing Requirements and Considerations:

1. Passage of an annual fire safety inspection by the Fire Department
2. Prohibit amplification of sounds to draw attention to the vehicle
3. Address signage, including additional signage located on sidewalks adjacent to the Food Trucks
4. Require generators be self-contained, screened from view, and operating at no more than 70 decibels
5. Require vendor to provide waste receptacles and clear site of all garbage
6. Require licensees to operate in connection with a licensed commercial kitchen
7. Require written consent from property owner where Food Truck sales will be conducted
8. Consider different licensing requirements for vending freshly prepared food and pre-packaged food such as ice cream bars
9. Review interplay with existing transient merchant regulations

Insurance: Required Liability Insurance:

- Personal injury and property damage
- Commercial general liability
- Automobile liability
- Food products liability
- Workers' compensation
- \$1,000,000 against liability for bodily injuries
- \$1,000,000 against liability for damage or destruction of property
- Require the city be named as an additional insured if the Food Truck operates on public property

City Licensing and Regulation of Food Trucks:

- Annual License: allows operation year-round
- Temporary License: allows operation for a set number of days each calendar year

Food Truck Licensing – Fees by City:

1. Apple Valley \$183/year
2. Burnsville \$500/year or \$55/day
3. Hastings \$225/year or \$30/day
4. Lakeville \$150/year or \$50/day
5. Rosemount Approved May 2021

Why Should Cities Be Concerned with Food Trucks:

What is The Worst That Can Happen:

- Lakeville, MN: March 2015. Food Truck exploded in Lakeville. Wasn't supposed to be parked there. 11 homes were directly affected, blown out windows, damaged doors, and cracked walls. Nobody was injured.

How Should a City Address Food Trucks:

- Regulate through licensing
 - Provides additional control and flexibility
 - Violations subject to license revocation or suspension
- Address issues related to where Food Trucks can be parked when not in use

Proposed Licensing Process Steps:

1. Meet with the City Clerk to go over application
2. Submit documents for plan review and fee
3. Set up and appointment with Fire to conduct an inspection of the mobile food unit
4. Correct any violations from the inspections
5. Find a location to operate in Inver Grove Heights
6. Submit license and fee for approval
7. License approved. Ok to open and start selling food

City Clerk Kiernan stated there are several vendors parked in parking lots that are not regulated by the city. This gives the opportunity to see if they are up to Code.

Councilmember Piekarski Krech asked if State Regulations require most of the items being requested such as liability insurance. They have to have a state license. She referenced an article that appeared in the newspaper about one city that was not licensing Food Trucks anymore because they felt it was too much Government interference. Two businesses in town currently have Food Trucks. She asked if there has been an issue with them. She has only noticed them in the city when Gertens has Hometown Meats there or at the City Food Truck event. There is a truck in the Southview Shopping Center. She stated West St. Paul has them in the MGM parking lot all the time now. There was one at a Church. She was curious to see what some of the other places were doing and what the fallout has been. City Clerk Kiernan responded she has received a complaint from a brick-and-mortar business that there was a taco truck behind the Ace Hardware area.

Councilmember Gliva agreed there has been one in the Home Depot parking lot. Councilmember Murphy commented the city is assuming he is licensed by the State of Minnesota and isn't watching that closely. Councilmember Piekarski Krech said they are on private property. City Clerk Kiernan responded regulations would allow Staff to see that they have permission from the property owner to be there. Councilmember Piekarski Krech stated in a situation like that where there isn't a restaurant those businesses like to have something like that there.

Councilmember Gliva asked if South St. Paul has regulations for Food Trucks. City Clerk Kiernan responded she did not check South St. Paul, but did check Dakota County as to who had Food Trucks. She didn't believe South St. Paul did but would check.

Mayor Bartholomew asked what the baseline is if he wants to bring a Food Truck to the Community Center. City Clerk Kiernan responded it has a state license and an application to go through the Parks Department for the community. Councilmember Piekarski Krech asked what the rules were for a situation such as, the Mayor wanting a Food Truck in front of his home for a graduation party. City Clerk Kiernan responded they are not currently stopping it. Mayor Bartholomew did not believe it could be stopped if it were in his driveway. He was unsure it could be required to see the license.

Councilmember Murphy suggested a regulation on cleaning up their mess be at the top of the list. Councilmember Piekarski Krech asked if they have had problems with the one parked at Southview Shopping Center. City Clerk Kiernan responded she has not received any complaints. Mayor Bartholomew suggested being mindful of the brick-and-mortar merchants that have spent a lot of money to open a store/restaurant.

Councilmember Dietrich stated she reached out to the Chamber and the CVB (Convention and Visitor's Bureau) to see if restaurant owners in that group had any complaints. They did not. She suggested keeping open communication with what local businesses have to say. City Clerk Kiernan responded there is an email going out to the Chamber and she would be following up with the Minnesota Food Truck Associations to see if it was worthwhile to pursue.

Councilmember Dietrich requested being aware of what the direct bordering cities around us are doing. She doesn't like to be a solution looking for a problem.

City Clerk Kiernan commented the City of Rosemount just passed theirs because they were having issues with a couple of the vendors.

Mayor Bartholomew stated the dilemma is when catering to a private property and coming in with a truck selling soft serve and hot dogs out of the truck, but on someone's property, is it a caterer or a Food Truck. City Clerk Kiernan said she has also received calls about Ice Cream Trucks. If not making the food in the truck, is it considered a Food Truck.

Councilmember Piekarski Krech asked if Ice Cream Trucks were licensed the same way. City Clerk Kiernan responded Ice Cream Trucks are not because they are not making food. Councilmember Piekarski Krech asked if they have some type of licensure. They should have Tax ID, and something from the Health Department. City Clerk Kiernan was unsure of the licensure.

Councilmember Piekarski Krech stated Safe Pops used to sell at the market and operated a Cottage Food License to sell there. City Clerk Kiernan responded there was a brick and mortar they were able to sell off of.

City Clerk Kiernan asked the Council if they had any directions, if there was a need to do Food Trucks, or if more information was needed. Councilmember Piekarski Krech asked if they can keep track of some of them. She asked if there are others that appear around town regularly. She does not want to interfere with the two businesses in town that run Food Trucks frequently.

City Clerk Kiernan clarified the request stating she would:

- Look to see what neighboring cities have had for complaints.
- Track current trends for Food Trucks.
- Inform the Council of the results.

Councilmember Piekarski Krech stated she has nothing against licensing them, but was unsure what they would be getting themselves into. Mayor Bartholomew commented his sense was if there wasn't a problem, and can regulate by asking them for a State License, staying on that path. If hearing from business owners about a Food Truck parked without permission, there could be an issue.

Interim City Administrator Rand said she was thinking about some of the inquiries she has received on this topic, for example, the vehicle parked by Aldi's. There are also inquiries from Food Truck businesses asking if they need to get licensing in the community and if not, why. It is nice that they want to comply. When she worked in Duluth, that Council wanted to tightly regulate where Food Trucks and Stands were as there was some infringement on brick-and-mortar restaurants and was getting out of hand. She believed it depends on the community. For now, she was more concerned about how this could be managed with parks because they are starting to get more requests from vendors that would like to set up at the parks and want to be sure to be on top of it.

Councilmember Piekarski Krech asked if a fee can be charged to be in the parks. Interim City Administrator Rand responded they currently charge a fee. They want to be sure they are staying up to date with that. She appreciated that Council didn't want to over-regulate something, Staff is limited. The largest concern is to make sure the brick-and-mortar restaurants are being trampled on.

Interim City Administrator Rand stated the example of the food truck located by Home Depot, is likely a draw due to there not being a lot of restaurants in the specific area. She let the Council know that in the Arbor Pointe Shopping Commercial District there is actually a Planned Unit Development Agreement that says no Food Trucks may be located there. Some businesses have requested them, but Staff has had to say no. Restaurants located there are probably appreciative of that. She stated there have been some "pop up food vendors" such as mini donuts at the Ace Hardware location. Things pop up where it's just a day here or there. That will likely continue. If restaurant owners have concerns, they should let the City Council and Staff know.

Councilmember Gliva asked about Food Trucks in parks. She is involved in many Athletic Associations, it's a big deal to come to an event. They use a lot of those funds for the athletic groups, especially when there are big baseball tournaments. Food Trucks could be an issue. From her own personal experience, some of the things that have been done is the Food Truck donates part of their proceeds. She felt this was something that needs to be looked at. Interim City Administrator Rand responded they have noticed those arrangements in the past. The Parks and Recreation Staff has let them know that there is talk of alcohol beverage trucks that are starting to make the rounds in various states. If that happens in the Minnesota, it would be something else to determine what is appropriate for the Community.

4. Police Radio Purchase

Police Chief Melissa Chiodo discussed Police Radio's stating they are switching to Encrypted Police Radio's in Dakota County. This decision was made before she began working with the city. The deadline was bumped up to go into full encryption in 2022.

Why is Encryption Important For Police Radio's:

- After September 11th, they learned that terrorists listen to Police Radio's .
- Everyday citizens listen to the radios and may show up at scenes and can prevent Police and Fire Trucks from getting there.
- Protestors have been listening to scanners. They listen to what the Police are doing and show up. This can make it hard for Law Enforcement to do their job as well as Ambulances and Fire Trucks.
- Police talk about things on the radio that is private data such as:
 - Juveniles. Names and date of birth are discussed and people are hearing it. People may not want names announced on the radio if involved in something tragic.

Due to this Law Enforcement is switching to all encrypted radios. They would like to do it in 2022.

Scanner Chasers:

- Gangs listen on Police Radios.
- The public will not be able to listen to the call and cannot hear the private information being shared.

Dakota County Encryption:

- Dakota County Communications will switch to full encryption for Law Enforcement in 2022.
- Starting in 2021, Inver Grove Heights Police put encrypted radios into newly built squad cars.
- Approximately half of the existing fleet will need Encrypted Mobile Radios (7).
- Forty-four portable radios need to be replaced.

Agencies in Dakota County That Have Already Gone Fully Encrypted:

- Apple Valley, Sheriff's Department, Farmington, Lakeville, Burnsville, Eagan, Rosemount, and Hastings (almost complete).

Agencies in Dakota County in The Process of Switching to Fully Encrypted:

- Inver Grove Heights, South St. Paul, Mendota Heights, and West St. Paul.

Inver Grove Heights Radio Needs:

- Portables
 - 44 Handheld Radios (have 6)
 - 44 Chargers
 - 16 Spare Batteries
 - 47 Remote Speakers (microphone that goes from radio up to shoulder)
 - Programming
 - Antennas
 - Accessories
 - 3 Year Service Plan
- Mobiles (in the squad car)
 - 7 Mobiles
 - Accessories
 - Programming
 - 3 Year Service Plan

Portable Radio Costs:

- Radio's current pricing: \$4,269.53 each (must place order by June 11th to get sale price)
- Radio pricing after June 11, 2021. \$4,419.53 each
- Radio pricing after December 31, 2021: \$4,819.53 each
 - The Police Department has been setting aside money into their budget for the last couple of years for Police Radio replacement. Unfortunately, the timeline has been sped up. Currently they have almost \$98,000 set aside.
 - Total radio replacement cost in 2021 is \$246,565.30.
 - Additional funding needed is \$148,992.80.

Funding Options:

She has worked with Finance Director Amy Hove about how to pay for this.

- In January 2121 it was approved to close the Equipment Acquisition Fund (401 Fund).
 - At that time the fund had \$120,000 committed for Weather Siren Replacement.
 - After that the final balance is \$408,000. This amount was transferred over to the Central Equipment Fund. That is available for this project and could pay for the remaining \$148,000.
- General Fund Balance.
- 2022 Budget.

Implications of Not Purchasing Radios Now:

- Base costs will increase January 1, 2022, and continue to go up in cost.
- Current sales promotion ends on orders not placed by June 11, 2021.
- By January 1st the same order will cost \$25,000 more.
- Inver Grove Heights Police will not be able to communicate with Dakota County Communications (Dispatch) or other Law Enforcement Agencies.

Old Radios:

- Repurpose radios for use by Police Reserves, Public Works/Parks and Recreation and the Fire Department.
- Public Works and Parks and Recreation will be able to communicate with each other and can still talk to Police on car-to-car channels during winter storm/plow events.
- Police can communicate on a non-encrypted channel with Staff.
- Police will be able to communicate on a car-to-car channel with the city Police Reserves during all of the events they work.

She has a full bid from Motorola, the ones that provide the Police Encrypted Radios.

Councilmember Piekarski Krech asked if they could trade in the radios like it has been done with other equipment. Police Chief Chiodo responded they can't with these radios because everyone is going to encrypted. The only way they would be good is for internal use.

Councilmember Piekarski Krech asked how long the new radios would last. Police Chief Chiodo responded the new radios come with a three-year service plan. As long as they are taken care of and have a radio shop that can repair them. Current radios are very old and they keep repairing them. Some of the radios could be up to 15 years old. They don't have the technology to encrypt them so they became useless. Councilmember Piekarski Krech thought when Paul Schnell was with the city, he got all new

radios. Police Chief Chiodo responded some new radios, not all. Some of the new ones are now outdated. 6-8 radios were encrypted when they were purchased then, so that is why the request is for 44. Two Supervisor's and three SWAT Members currently have encrypted radios.

Councilmember Murphy asked when the radios are received if they are used the next day, or if the squads would be out of service and fitted. Police Chief Chiodo responded as they receive them, they will have a radio replaced. The way they do it with current radios is Supervisors pull them out and run them to the radio guy. He fixes them, and recently tested to see if they could be encrypted. Radio's can go to the shop and return within a day or two. They would bring a couple in at a time. She stated their priority is the handhelds first so they can communicate in and out of the car. Radios would be programmed right away and then distributed.

Mayor Bartholomew stated they are \$150,000 short. He asked if they were still within the parameters for access with the General Fund. There are sources available. Finance Director Hove responded the General Fund, Fund Balance Policy recommends between 40-45% of the future years expenditure. They are definitely within that and coming in a little bit over that at the end of 2020. With some of the 2022 budget challenges they are going to be facing, that is why they have gone with identifying the excess funds in the old fund that was closed.

Councilmember Dietrich referenced the Equipment Acquisition Fund and asked what other things that money would be earmarked for, and if it was just for the Police Department. Police Chief Chiodo responded she was only asking for police radios and the weather sirens with \$120,000 set aside. It ended up coming under cost. She didn't anticipate asking for anything else out of that. Councilmember Dietrich asked if other departments have made asks. The response was no.

5. Weather Siren Upgrades

Police Chief Chiodo updated the Council on weather sirens. One thing she discovered when talking about replacing weather sirens was that people didn't understand what a weather siren is for. She has received a lot of calls. Weather sirens are not designed to be heard within a home. They are called outdoor weather sirens and are to alert people that don't have access to a TV or a weather radio. It's for those outside in the parks, golf course, outside a school, to alert them that they need to take shelter.

Weather sirens fall under the Police Department. It is their responsibility to maintain them, the monthly electric bills, and cost of repairs. Just having a call out to repair, even if nothing is repaired, is \$500.00 each time. The sirens are older and recently did a full inspection with the company to see what shape the weather sirens are in, what needs to be repaired, so a comprehensive exam was done. Two spots were identified where weather sirens are needed.

A diagram was shown of current weather siren locations and their coverage area. The city currently has six. There are two areas that have huge gaps in coverage:

- South on Highway 52 has an Elementary School at it. There are no sirens they can hear. What takes place is a Staff member from another school would call that school and let them know the weather sirens are going off.
- The second area is up by Inver Wood. There has been development and parks will be going in.

Current Siren Locations:

- Rich Valley Sports Complex. Put in 2007, has solar power.
 - New sirens would have solar power. Helps with not having to pay an electric bill.
 - Has a backup battery if solar fails.
- Police Department. By the City Garage. Installed in 2010.
- Oakwood Park. Installed in 2006. Moved in 2007.
- Hilltop Elementary School. Installed in 2007. This one has solar backup.
- Fire Station #3. Installed in 2009
- 8740 Alverno Way. Installed in 2008. Has solar power.

The Problem with These Sirens When Reviewing Them:

- The one in Fire Station #3. Someone went up and drilled a hole through the box. Water got in; things were corroded. They were lucky if the battery would have worked for one more siren run.
- None of the sirens communicate with each other and cannot be monitored from City Hall. Every month squad cars are called to sit next to every siren, they have to turn it on, stand and look at it, make sure it rotates, listen to it, and then call the Station to tell them its working. This takes time.
- One of the current weather sirens had a battery in it, no back up, no electricity.
- Another other one was only on electricity, when there is a power outage, it wouldn't work at all.

A lot of problems were found with the old ones. They were unable to get up there and get in the boxes and didn't have the knowledge.

Two Locations to Place the New Sirens:

1. Pine Bend Elementary School closest to Cahill Avenue.
 - a. They do not have to pay any money to place it there.
 - b. Work with the School on it.
 - c. If for some reason the property ever changes hands, they are working with the School to get something in writing for the City Attorney to look over to ensure if it ever changes hands, that siren stays in this location.
2. On Inver Wood Golf Course west of the entrance. Area where mulch is stored.
 - a. Because it is city property, do not need to pay to put it there.
 - b. No land needs to be purchased for the two sirens.

Current Siren Updates:

After doing an inventory on current sirens, items needed:

- Solar Kits on three existing and two new sirens
- Battery Cabinets
 - Keeps weather and birds out
 - For the two new sirens, had to pay more for Woodpecker proof poles. They had some poles the Woodpeckers were destroying.
- Control Boards
- Software Package to run and connect all sirens
 - The old ones will connect with the new ones
 - Monitor all with a computer remotely
 - Will no longer need Officers to go out and sit by the sirens to make sure they are working
 - Extended warranty

- Total updates: \$40,136
- The two new sirens are:
 - 2-130 decibel rotating sirens
 - Come with full charging systems, antenna's, all supplies, installation, warranties, and shipping
 - Total purchase price: \$63,301

Total Cost to Purchase and Update:

She stated the request was before the Council to purchase these at a cost of approximately \$120,000.

- Total cost to purchase and install two sirens: \$63,301
- Total cost to update/repair six sirens: \$40,136
- Total Cost = \$103,437

Funding Source:

- \$120,000 earmarked out of Fund 401
- Needed \$103,000 of the \$120,000
- It came in \$16,500 under what was initially requested

Implications of Not Updating or Purchasing New Sirens:

- Pine Bend Elementary School would not have a weather warning siren. Kids, Staff, and Community groups use the school grounds and surrounding area. Now they will have a weather siren.
- Settler's Ridge and other new homes and future parks in the northwest corner. Those areas will now be covered by a siren.
- Current sirens needing repairs would have failed if they had not paid for the upgrades.
- Officers have had to sit there and watch them to make sure they were working.
- Old sirens no longer had a warranty on them. Every time the company came out for a repair, it was \$500.00 to come out and look at them.
- Only one company does this in this region.
- Minnesota ranks 5th in the Nation for tornadoes during the month of June. They are 1st in the month of July, and 3rd in the month of August. This does not include storms with straight line winds.
- Weather sirens save lives

Councilmember Piekarski Krech referenced the Inver Wood location and asked if it wouldn't be better to locate it more to the west. Inver Wood has their own siren system. She believes the homes further out would need it. They can ask developers or use a city drainage easement for the pole. Police Chief Chiodo responded they could have them look again. It's based on a pattern, how the wind is going, where the sound carries, and topography. They can see what would happen if it's pushed over further. She questioned if land was needed, if they could acquire it quick enough to get the siren installed due to the bad weather season coming up.

Councilmember Piekarski Krech stated unless Eagan has put sirens in recently, that part of Eagan is not covered by weather sirens. Police Chief Chiodo responded they could look at it, but moving it over could create other gaps elsewhere. This may not be the end of sirens as the city develops, they may have to add more. Councilmember Piekarski Krech suggested checking Eagan's siren locations.

Councilmember Dietrich thanked the Police Chief for mentioning that they are outdoor sirens. She hears it a lot. Police Chief Chiodo responded most people do not know this.

Mayor Bartholomew stated the area by the Golf Course is already covered. It would only add a quarter of the circle to the west. He felt the location had a lot of duplication. Police Chief Chiodo responded there wasn't much overlap for that siren compared to others. This would be looked into further.

Councilmember Piekarski Krech asked how it was determined if they can be heard. Police Chief Chiodo responded they know based on how far the reliable distance is that they can be heard, and based on the direction sound travels. Councilmember Piekarski Krech suggested putting it higher up on a hill so it broadcasts better.

City Attorney Bridget McCauley Nason stated there is a Special Meeting that begins at 8:00 p.m. Council can adjourn the Work Session and at 8:00 can begin the Special Meeting.

B. Adjourn:

Motion by Piekarski Krech second by Gliva to adjourn the meeting at 7:58 p.m.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Clerk Sheri Yourczek.

INVER GROVE HEIGHTS CITY COUNCIL MEETING
Thursday, June 17, 2021 - 1:00 P.M.
IGH Water Treatment Facility 2015 - 75th Street

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in special meeting on Thursday, June 17, 2021, In-person meeting. Mayor Bartholomew called the meeting to order at 1:01 p.m.

2. ROLL CALL:

In attendance were Tom Bartholomew, Sue Gliva, Rosemary Piekarski-Krech, Tom Murphy, Brenda Dietrich, and staff Heather Rand, Amy Hove, Klay Eckles, Judy Thill, and Melissa Chiodo.

There were no members of the public present at the posted meeting.

Interim City Administrator Heather Rand called upon each department head present to verbally update city councilors and Mayor Bartholomew on the progress being made with their respective department's short term strategic initiatives, and she provided updates on the Parks and Recreation Department, Community Development Department and Administration Department.

There was brief group discussion on fiscal disparity aid, public works facility expansion needs, and a request for a future presentation by staff to the city council on retail development initiatives and the city's adopted 2040 comprehensive land use plan as it relates to guiding retail development strategy.

Then, Mayor Bartholomew called for a motion to adjourn and Councilor Gliva made such motion, Councilor Piekarski-Krech seconded the motion, and all voted in favor of adjourning the special city council meeting at 3:06 PM.

Minutes prepared by Interim City Administrator Heather Rand

**Request for Council Action****TITLE: Disbursements**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2001	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of June 9, 2021 to June 22, 2021.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending June 22, 2021. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$154,904.12
Debt Service & Capital Projects	114,025.04
Enterprise & Internal Service	259,665.23
Escrows	153,810.36
Grand Total for All Funds	<u><u>\$682,404.75</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period June 9, 2021 to June 22, 2021 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2021-174

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING June 22, 2021**

WHEREAS, a list of disbursements for the period ending June 22, 2021 was presented to the City Council for approval.

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

General & Special Revenue	\$154,904.12
Debt Service & Capital Projects	114,025.04
Enterprise & Internal Service	259,665.23
Escrows	153,810.36
Grand Total for All Funds	<u><u>\$682,404.75</u></u>

Adopted by the City Council of Inver Grove Heights this 28th day of June, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 6/9/2021 - 6/22/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ABDO, EICK & MEYERS, LLP	445310	06/15/2021	Single audit - 2020 audit	101.41.2000.415.30100	4,000.00
ABDO, EICK & MEYERS, LLP	445310	06/15/2021	Progress billing - 2020 audit	101.41.2000.415.30100	5,290.00
ABDO, EICK & MEYERS, LLP	445356	06/15/2021	2020 Audit - State & Local Gov't OMB	101.41.2000.415.30100	700.00
ADVANCED SPORTSWEAR, INC.	420	06/15/2021	Clothing / Uniforms	101.43.5200.443.60045	245.75
ADVANCED SPORTSWEAR, INC.	421	06/15/2021	Clothing / Uniforms	101.43.5200.443.60045	248.00
ADVANCED SPORTSWEAR, INC.	425	06/15/2021	Clothing / Uniforms	101.43.5200.443.60045	257.50
ADVANCED SPORTSWEAR, INC.	422	06/15/2021	Clothing / Uniforms	101.43.5200.443.60045	248.00
ARROW MOWER, INC.	70732	06/15/2021	Hard hat basic	101.43.5200.443.60040	59.95
ASPEN MILLS	275696	06/15/2021	Clothing / Uniforms	101.42.4000.421.60045	573.55
CARTE GRAPH SYSTEMS	BD000250	06/15/2021	OMS Plus, OMS User	101.47.1400.413.40035	15,000.00
COMCAST	06/05/2021	06/15/2021	Jun - July charges for acct# 8772 10 591 0359526	101.42.4200.423.30700	10.86
COMMERCIAL INFRASTRUCTURE CABLING, Inc.	I10089	06/15/2021	Replace coac cables with cato	101.47.1400.413.30700	2,765.00
EARL F ANDERSEN INC	0126512-IN	06/15/2021	Signs & Posts	101.43.5200.443.60016	714.75
EFTPS	INV0115017	06/11/2021	FEDERAL WITHHOLDING	101.203.2030200	1,329.44
EFTPS	INV0115019	06/11/2021	MEDICARE WITHHOLDING	101.203.2030500	823.46
EFTPS	INV0115020	06/11/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	3,520.86
EFTPS	INV0115022	06/11/2021	MEDICARE WITHHOLDING	101.203.2030500	11.10
EFTPS	INV0115023	06/11/2021	SOCIAL SECURITY WITHHOLDING	101.203.2030400	47.48
EHLERS AND ASSOCIATES, INC.	87040	06/15/2021	Northwest area utility analysis	101.45.3000.419.30700	191.25
EHLERS AND ASSOCIATES, INC.	87093	06/15/2021	Lennar multi-family tax abatement	101.45.3000.419.30700	337.50
ESS BROTHERS & SONS INC	BB3667	06/15/2021	Manhole insert dishes	101.43.5200.443.60016	385.00
GOLDCOM, INC.	249901	06/15/2021	LC/SC 3 Meter 9um Duplex	101.47.1400.413.60041	38.25
GOLDCOM, INC.	250221	06/15/2021	Patch cord yellow, single mode	101.47.1400.413.60041	24.07
HOLMES DESIGN, INC.	5295	06/15/2021	P&R Design/Coordination of Marketing Collateral	101.41.1300.413.30700	2,221.25
HOLMES DESIGN, INC.	5297	06/15/2021	P&R Design/Coordination of marketing collateral	101.41.1300.413.30700	2,458.75
HOLMES DESIGN, INC.	5302	06/15/2021	P&R Design/Coordination of marketing collateral	101.41.1300.413.30700	2,581.25
HOOTSUITE INC.	INV-2010187592	06/15/2021	5 business plan seat & 5 platform certifications	101.47.1400.413.40035	1,680.00
ICMA RETIREMENT TRUST - 457	INV0115013	06/11/2021	ICMA-AGE <49 %	101.203.2031400	55.99
ICMA RETIREMENT TRUST - 457	INV0115014	06/11/2021	ICMA-AGE 50+ %	101.203.2031400	90.17
ING DIRECT	INV0115021	06/11/2021	MSRS-HCSP	101.203.2032200	273.47
LANGUAGE LINE SERVICES	10246407	06/15/2021	Over-the-phone interpretation	101.42.4000.421.50020	177.51
LOCAL GOVERNMENT INFORMATION SYSTEM (L	50501	06/15/2021	Network services thru 5/31/21	101.47.1400.413.30700	1,343.75
LOCAL GOVERNMENT INFORMATION SYSTEM (L	50553	06/15/2021	Entrust tokens & Laserfiche licenses	101.42.4000.421.70501	1,646.25
LOCAL GOVERNMENT INFORMATION SYSTEM (L	50483	06/15/2021	APPL SUP - INTERNET	101.47.1400.413.40035	1,918.00
LOCAL GOVERNMENT INFORMATION SYSTEM (L	50462	06/15/2021	APPL SUP - POLICE (MCD &AXON)	101.42.4000.421.70501	2,194.00
MINNEAPOLIS OXYGEN CO.	00076809	06/15/2021	Medical Oxygen	101.42.4200.423.30700	177.51
MINNEAPOLIS OXYGEN CO.	00076810	06/15/2021	Medical oxygen	101.42.4200.423.30700	126.79
MN DEPT OF LABOR & INDUSTRY	06/15/2021	06/15/2021	May 2021	101.207.2070100	4,198.88
MN DEPT OF LABOR & INDUSTRY	06/15/2021	06/15/2021	May 2021	101.41.0000.3414000	(25.00)
MN DEPT OF REVENUE (PAYROLL)	INV0115018	06/11/2021	STATE WITHHOLDING	101.203.2030300	724.83
MOTOROLA SOLUTIONS, INC.	828116107	06/15/2021	New phone and accessories	101.42.4000.421.80700	4,543.15
NORTHERN SAFETY TECHNOLOGY INC	52481	06/15/2021	Vehicle repairs/maintenance	101.42.4000.421.80700	13,266.36
OCCUPATIONAL HEALTH CENTERS OF MINNESO	103382467	06/15/2021	Preemployment physicals and drug tests	101.41.1100.413.30700	282.00
OXYGEN SERVICE COMPANY, INC	0003495833	06/15/2021	OSC Steel, Non-Asset Cylinders	101.42.4000.421.60065	58.34
PERA	INV0115015	06/11/2021	PERA COORDINATED PLAN	101.203.2030600	3,116.82
PERA	INV0115016	06/11/2021	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	239.77
PINE BEND PAVING, INC.	21-1535	06/15/2021	3/4" Minus Limestone	101.43.5200.443.60016	868.35
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	101.41.1100.413.50025	47.70
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	101.41.1100.413.50025	89.10
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	101.41.1100.413.50025	137.70
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	101.41.1100.413.50025	47.70
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	101.41.1100.413.50025	86.40
PRO-TECH DESIGN INC.	101096	06/15/2021	Systems service specialist	101.47.1400.413.30700	76.50
PRO-TECH DESIGN INC.	101139	06/15/2021	Systems service specialist	101.47.1400.413.30700	204.00
SAFETY SIGNS	21001267	06/15/2021	Signs	101.43.5200.443.40046	1,216.70
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.41.1100.413.30550	16.38
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.41.1300.413.30550	16.38
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.41.2000.415.30550	28.26
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.42.4000.421.30550	147.60
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.42.4200.423.30550	16.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.43.5000.441.30550	8.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.43.5100.442.30550	36.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.43.5200.443.30550	16.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.44.6000.451.30550	21.18
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.45.3000.419.30550	7.37
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.45.3300.419.30550	16.38
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	101.47.1400.413.30550	24.57
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.41.1100.413.30550	18.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.41.1300.413.30550	15.40
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.41.2000.415.30550	84.11
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.42.4000.421.30550	285.93
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.42.4200.423.30550	39.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.43.5000.441.30550	12.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.43.5100.442.30550	57.29
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.43.5200.443.30550	46.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.44.6000.451.30550	54.96

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.45.3000.419.30550	17.43
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.45.3200.419.30550	19.91
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.45.3300.419.30550	32.90
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	101.47.1400.413.30550	37.10
TYLER TECHNOLOGIES, INC	025-331293	06/15/2021	May 2021 monthly fees	101.47.1400.413.40035	438.00
TYLER TECHNOLOGIES, INC	025-335132	06/15/2021	July 2021 monthly fee, Annual hardware fees	101.47.1400.413.40035	1,176.04
UNIFIRST CORPORATION	0900627282	06/15/2021	Clothing/ Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	0900627282	06/15/2021	Clothing/ Uniforms	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	0900628686	06/15/2021	Clothing / Uniforms	101.43.5200.443.60045	32.56
UNIFIRST CORPORATION	0900628686	06/15/2021	Clothing / Uniforms	101.44.6000.451.60045	14.24
US POSTMASTER	06/11/2021	06/15/2021	Insight Newsletter / July 2021	101.41.1100.413.50035	2,600.00
VITALS AWARE SERVICES INC.	1182	06/15/2021	Vitals first responder subscription service	101.42.4000.421.50070	5,400.00
WELLS FARGO CREDIT CARD ACH	4imprint WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60068	801.25
WELLS FARGO CREDIT CARD ACH	Aed Superstore WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60065	255.00
WELLS FARGO CREDIT CARD ACH	Agassiz Seeds Inc WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60016	294.00
WELLS FARGO CREDIT CARD ACH	Allstream WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	1,511.43
WELLS FARGO CREDIT CARD ACH	Allstream WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	1,420.97
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 3h4nr3t13 V	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.60065	40.26
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Du8ue5mk3	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60045	287.91
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ks2g69v83	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.60041	179.85
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ld1sj0po3 V	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.60041	21.95
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ox6ho7x93	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.60011	131.92
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ue3px31c3	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60065	119.70
WELLS FARGO CREDIT CARD ACH	At&T Bill Payment WF 04/2	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	77.00
WELLS FARGO CREDIT CARD ACH	At&T Premier Ebil WF 04/2	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	3,607.06
WELLS FARGO CREDIT CARD ACH	At&T Premier Ebil WF 04/2	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	4,110.42
WELLS FARGO CREDIT CARD ACH	Baycom Inc WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.60041	682.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 04/30/2021	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 04/30/2021	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 04/30/2021	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 04/30/2021	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 04/30/2021	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 04/30/2021	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Bca Training Education WF 04/30/2021	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	75.00
WELLS FARGO CREDIT CARD ACH	Blue Card Command WF 0	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.50080	770.00
WELLS FARGO CREDIT CARD ACH	Bp#6545818sime'S Stqps	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50065	44.03
WELLS FARGO CREDIT CARD ACH	Bryan Rock Products In WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60016	1,624.99
WELLS FARGO CREDIT CARD ACH	Centurylink WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	80.94
WELLS FARGO CREDIT CARD ACH	Centurylink WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	70.95
WELLS FARGO CREDIT CARD ACH	Centurylink WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	70.95
WELLS FARGO CREDIT CARD ACH	Centurylink WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	100.70
WELLS FARGO CREDIT CARD ACH	Centurylink/Speedpay WF	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	265.97
WELLS FARGO CREDIT CARD ACH	Clareys Safety Equipme W	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.80700	48.00
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 04/2	04/30/2021	Wells Fargo Purchase Cards	101.41.1000.413.50075	21.13
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 04/2	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50075	24.43
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.40050	10.55
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60016	32.50
WELLS FARGO CREDIT CARD ACH	Dakota Awards & Engrav V	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.30700	34.00
WELLS FARGO CREDIT CARD ACH	Delta 00624509396840	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.50065	139.00
WELLS FARGO CREDIT CARD ACH	Eb Neocon WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	58.00
WELLS FARGO CREDIT CARD ACH	Ebay O 22-06892-17059 W	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60065	15.25
WELLS FARGO CREDIT CARD ACH	Elite K9 Inc 2 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60013	129.30
WELLS FARGO CREDIT CARD ACH	Facebk Yldm633dx2 WF 04	04/30/2021	Wells Fargo Purchase Cards	101.41.1300.413.50025	28.24
WELLS FARGO CREDIT CARD ACH	Ferrellgas L P WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.60018	106.34
WELLS FARGO CREDIT CARD ACH	Fun Jumps Entertainmen V	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60068	340.00
WELLS FARGO CREDIT CARD ACH	Goldcom Inc WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.60065	21.28
WELLS FARGO CREDIT CARD ACH	Grainger WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60066	61.38
WELLS FARGO CREDIT CARD ACH	Holiday Stations 0484 WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50065	36.96
WELLS FARGO CREDIT CARD ACH	Holiday Stations 3556 WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.60065	2.19
WELLS FARGO CREDIT CARD ACH	Hon Analytics Inc. WF 04/2	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.40042	788.00
WELLS FARGO CREDIT CARD ACH	Hose Conveyors Inc WF 04	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60016	10.31
WELLS FARGO CREDIT CARD ACH	In Life Support Innov WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.80700	1,589.10
WELLS FARGO CREDIT CARD ACH	In Minnesota Cit Offi WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	100.00
WELLS FARGO CREDIT CARD ACH	In Street Cop Trainin WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50080	299.00
WELLS FARGO CREDIT CARD ACH	International Institut WF	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.50070	215.00
WELLS FARGO CREDIT CARD ACH	Int'L Assoc Of Fire Ch WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.50070	240.00
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.40040	29.57
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60012	4.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60012	2.59
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60016	9.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60016	10.97
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60066	6.99
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60066	49.96
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60066	3.49
WELLS FARGO CREDIT CARD ACH	John Henry Foster Mn,I WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.40042	(2.68)
WELLS FARGO CREDIT CARD ACH	Jones & Bartlett Learn WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.60018	93.95
WELLS FARGO CREDIT CARD ACH	Kwik Trip 41000004101 W	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50065	38.70
WELLS FARGO CREDIT CARD ACH	Laser-Labs.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.80700	97.00
WELLS FARGO CREDIT CARD ACH	Logmein Gotomeeting WF	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.40035	24.00
WELLS FARGO CREDIT CARD ACH	Microsoft Msbill.Info WF	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.40035	180.00
WELLS FARGO CREDIT CARD ACH	Minnesota Glove & Sa WF	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60045	79.90
WELLS FARGO CREDIT CARD ACH	Minnesota State Colleg WF	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.50080	275.00
WELLS FARGO CREDIT CARD ACH	Minnesota State Colleg WF	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.50080	50.00
WELLS FARGO CREDIT CARD ACH	Miracle Recreation WF 04/2	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.40047	1,148.70
WELLS FARGO CREDIT CARD ACH	Miracle Recreation WF 04/2	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.40047	1,120.00
WELLS FARGO CREDIT CARD ACH	O'Reilly Auto Parts 17 WF	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.60065	18.27
WELLS FARGO CREDIT CARD ACH	Panera Bread #601409 O	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50075	45.76

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Panera Bread #601409 O \	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.50075	183.12
WELLS FARGO CREDIT CARD ACH	Paypal Americanpub WF C	04/30/2021	Wells Fargo Purchase Cards	101.43.5100.442.50080	130.00
WELLS FARGO CREDIT CARD ACH	Pioneer Athletics WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.44.6000.451.60016	2,441.25
WELLS FARGO CREDIT CARD ACH	Promotions Now WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60068	40.17
WELLS FARGO CREDIT CARD ACH	Promotions Now WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60068	1,432.96
WELLS FARGO CREDIT CARD ACH	Royal Canin Us00000018 v	04/30/2021	Wells Fargo Purchase Cards	101.42.4000.421.60013	161.98
WELLS FARGO CREDIT CARD ACH	Scuba Center Education W	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.60065	8.00
WELLS FARGO CREDIT CARD ACH	Spee-Dee Delivery Serv W	04/30/2021	Wells Fargo Purchase Cards	101.42.4200.423.50035	48.24
WELLS FARGO CREDIT CARD ACH	Spok Inc WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.47.1400.413.50020	4.68
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH	Target.Com WF 04/21	04/30/2021	Wells Fargo Purchase Cards	101.41.1100.413.30500	5.00
WELLS FARGO CREDIT CARD ACH					

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GLOBE PUBLISHING CO	77806D	06/15/2021	Envelopes	201.44.1600.465.60010	158.00
LIME VALLEY ADVERTISING, INC.	21076.04	06/15/2021	Monthly site maintenance	201.44.1600.465.50025	100.00
WELLS FARGO CREDIT CARD ACH	Facebk Wrgfw37lp2 WF 04 04/30/2021		Wells Fargo Purchase Cards	201.44.1600.465.50025	2.78
WELLS FARGO CREDIT CARD ACH	Google Ads8715259637 W 04/30/2021		Wells Fargo Purchase Cards	201.44.1600.465.50070	88.23
WELLS FARGO CREDIT CARD ACH	Google Llc Gsuite Visi WF 04/30/2021		Wells Fargo Purchase Cards	201.44.1600.465.50070	18.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Old World Pizza WF 04/21	04/30/2021	Wells Fargo Purchase Cards	201.44.1600.465.50025	50.00
WELLS FARGO CREDIT CARD ACH	Siteground Hosting WF 04/	04/30/2021	Wells Fargo Purchase Cards	201.44.1600.465.50025	35.75
WELLS FARGO CREDIT CARD ACH	Siteground Hosting WF 04/	04/30/2021	Wells Fargo Purchase Cards	201.44.1600.465.50025	299.88
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF (	04/30/2021	Wells Fargo Purchase Cards	201.44.1600.465.50035	75.00
Fund: 201 - C.V.B. FUND					827.64
HALE, WILLIAM	06/10/2021	06/15/2021	Terrific Tuesdays performance 06/22/21	204.44.6100.452.30700	450.00
HOLMES DESIGN, INC.	5298	06/15/2021	Summer 2021 Brochure	204.44.6100.452.30700	792.00
IGH SENIOR CLUB	06/11/2021	06/15/2021	Senior club memberships	204.227.2271000	45.00
NOWAK, LIZ	06/09/2021	06/15/2021	Park shelter deposit	204.207.2070300	3.33
NOWAK, LIZ	06/09/2021	06/15/2021	Park shelter deposit	204.44.0000.3471000	46.67
PIEPKORN, MICHAEL	06/09/2021	06/15/2021	Park shelter deposit	204.207.2070300	3.33
PIEPKORN, MICHAEL	06/09/2021	06/15/2021	Park shelter deposit	204.44.0000.3471000	46.67
STECKLING, AMANDA	06/09/2021	06/15/2021	Park Shelter Deposit	204.207.2070300	3.33
STECKLING, AMANDA	06/09/2021	06/15/2021	Park Shelter Deposit	204.44.0000.3471000	46.67
TAMBA, JACKIE	06/09/2021	06/15/2021	Park shelter deposit & Partial shelter fee (Dirty)	204.207.2070300	5.66
TAMBA, JACKIE	06/09/2021	06/15/2021	Park shelter deposit & Partial shelter fee (Dirty)	204.44.0000.3471000	79.34
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	204.44.6100.452.30550	13.37
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	204.44.6100.452.30550	24.70
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Ki1324to3 V	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	42.98
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Wx0ge0kk3	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	48.98
WELLS FARGO CREDIT CARD ACH	Bwana Archery Inc WF 04/	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	29.97
WELLS FARGO CREDIT CARD ACH	Cross Border Trans Fee W	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	0.10
WELLS FARGO CREDIT CARD ACH	Cross Border Trans Fee W	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	0.10
WELLS FARGO CREDIT CARD ACH	Dick'S Clothing&Sporti WF	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	(10.67)
WELLS FARGO CREDIT CARD ACH	Dick'Ssportinggoods.Co Wl	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	149.95
WELLS FARGO CREDIT CARD ACH	Fedex Offic62300006239 V	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	24.46
WELLS FARGO CREDIT CARD ACH	Fedex Offic62300006239 V	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	24.46
WELLS FARGO CREDIT CARD ACH	In Amazing Athletes E WF	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.30700	910.00
WELLS FARGO CREDIT CARD ACH	In Revolutionary Spor WF	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.30700	1,568.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park W	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.50025	25.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park W	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.50025	25.00
WELLS FARGO CREDIT CARD ACH	Mn Recreation And Park W	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60018	30.00
WELLS FARGO CREDIT CARD ACH	Myfreebingocards.Com WF	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	10.00
WELLS FARGO CREDIT CARD ACH	Myfreebingocards.Com WF	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	10.00
WELLS FARGO CREDIT CARD ACH	Nbx Kidcreat 651735088 W	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.30700	156.00
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #2448 Wl	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	24.88
WELLS FARGO CREDIT CARD ACH	Wm Supercenter #5977 Wl	04/30/2021	Wells Fargo Purchase Cards	204.44.6100.452.60009	39.37
Fund: 204 - RECREATION FUND					4,668.65
GERTHS, MATTHEW	06/08/2021	06/15/2021	Member rate & Class coupon Partial refund	205.44.0000.3493501	10.00
HOLMES DESIGN, INC.	5298	06/15/2021	Summer 2021 Brochure	205.44.6200.453.30700	1,584.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	205.44.6200.453.30550	5.74
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	205.44.6200.453.30550	33.07
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	205.44.6200.453.30550	5.74
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	205.44.6200.453.30550	43.59
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	205.44.6200.453.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	205.44.6200.453.30550	13.79
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	205.44.6200.453.30550	13.79
WELLS FARGO CREDIT CARD ACH	American Red Cross WF 0	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60018	38.00
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us D69xk2te3 \	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	160.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us G963o13f3	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	8.24
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Pq1pa31f3 \	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	356.84
WELLS FARGO CREDIT CARD ACH	Apec 124118 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	484.80
WELLS FARGO CREDIT CARD ACH	Comcast Cable Comm WF	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.50070	197.30
WELLS FARGO CREDIT CARD ACH	Crawford Door Sales Co W	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.80200	4,395.00
WELLS FARGO CREDIT CARD ACH	Culligan Water Of lgh WF C	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	75.57
WELLS FARGO CREDIT CARD ACH	Culligan Water Of lgh WF C	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	302.28
WELLS FARGO CREDIT CARD ACH	Department Of Labor An W	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.50070	14.00
WELLS FARGO CREDIT CARD ACH	Facebk Zq4md3tjm2 WF 0	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.50025	16.00
WELLS FARGO CREDIT CARD ACH	Fastsigns Of Inver Gro WF	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.80800	300.80
WELLS FARGO CREDIT CARD ACH	Grainger WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60012	9.80
WELLS FARGO CREDIT CARD ACH	Grainger WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	306.89
WELLS FARGO CREDIT CARD ACH	Hawkins Inc WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60024	3,480.37
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF (	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.40042	178.01
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF (	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.40042	178.00
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF (	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60011	461.12
WELLS FARGO CREDIT CARD ACH	Hillyard Inc Minneapol WF (	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60011	461.11
WELLS FARGO CREDIT CARD ACH	Horizon Commercial Poo V	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.50070	720.00
WELLS FARGO CREDIT CARD ACH	In Budget Sign Shop, WF (	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	213.00
WELLS FARGO CREDIT CARD ACH	Minvalco Inc - Mnpls WF 0	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	142.74
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.40040	991.00
WELLS FARGO CREDIT CARD ACH	Nordstrom-Rack #0233 WF	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60040	41.85
WELLS FARGO CREDIT CARD ACH	R&R Specialties Of Wis WF	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.40042	37.50
WELLS FARGO CREDIT CARD ACH	Salsbury Industries WF 04/	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	248.46
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.47
WELLS FARGO CREDIT CARD ACH	Samsclub #4736 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	23.47
WELLS FARGO CREDIT CARD ACH	Taho Sportswear Fridle WF	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60045	170.20
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	27.79
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	27.79
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	132.18
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	56.45
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60016	71.94
WELLS FARGO CREDIT CARD ACH	Walmart.Com At WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60040	78.05
WELLS FARGO CREDIT CARD ACH	Walmart.Com Av WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	118.85
WELLS FARGO CREDIT CARD ACH	Walmart.Com Av WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	(22.43)
WELLS FARGO CREDIT CARD ACH	Watersafety WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60018	1,036.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Watersafety WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60045	35.00
WELLS FARGO CREDIT CARD ACH	Watersafety WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60045	75.00
WELLS FARGO CREDIT CARD ACH	Watersafety WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.60065	651.38
WELLS FARGO CREDIT CARD ACH	Zumba Fitness WF 04/21	04/30/2021	Wells Fargo Purchase Cards	205.44.6200.453.50070	35.00
Fund: 205 - COMMUNITY CENTER					18,073.03
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	290.45.3000.419.30550	0.82
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	290.45.3000.419.30550	0.77
Fund: 290 - EDA OPERATING					1.59
WELLS FARGO CREDIT CARD ACH	Menards West St Paul M W	04/30/2021	Wells Fargo Purchase Cards	402.44.6000.451.70600	4,287.18
WSB & ASSOCIATES, INC.	R-016668-000-9	06/15/2021	HVP Phase 3 Improvements	402.44.6000.451.30700	2,002.00
Fund: 402 - PARK ACQ. & DEV. FUND					6,289.18
BARR ENGINEERING COMPANY	23191446.00-10	06/15/2021	Old village drainage study	440.74.5900.740.30300	1,223.50
BARR ENGINEERING COMPANY	23191446.00-10	06/15/2021	Old village drainage study	440.74.5900.740.30300	1,223.50
BOLTON & MENK, INC.	0269688	06/15/2021	64th Street Area Improvement	440.74.5900.740.30300	247.50
BOLTON & MENK, INC.	0269689	06/15/2021	Atwater path improvement	440.74.5900.740.30300	82.50
BOLTON & MENK, INC.	0269690	06/15/2021	Dawn way improvement	440.74.5900.740.30300	2,049.75
BOLTON & MENK, INC.	0269690	06/15/2021	Dawn way improvement	440.74.5900.740.30300	2,049.75
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	440.74.5900.740.50025	117.00
Fund: 440 - PAVEMENT MANAGEMENT PROJ					6,993.50
BARR ENGINEERING COMPANY	23190328.21-4	06/15/2021	Project reviews and studies	441.74.5900.741.30300	2,402.50
M & J SERVICES, LLC	2381	06/15/2021	Patched C/B & filled hole on back side of casting	441.74.5900.741.40066	915.00
M & J SERVICES, LLC	2382	06/15/2021	Callahan trail. removed and reinstalled curb	441.74.5900.741.40066	2,430.00
M & J SERVICES, LLC	2383	06/15/2021	Multiple C/B's on Boyd ave. Patched inside of C/B	441.74.5900.741.40066	610.00
M & J SERVICES, LLC	2384	06/15/2021	Patched inside of multiple C/B	441.74.5900.741.40066	1,470.00
M & J SERVICES, LLC	2385	06/15/2021	Patched inside of multiple C/B	441.74.5900.741.40066	1,350.00
M & J SERVICES, LLC	2386	06/15/2021	Cahill & Simley school entrance repairs	441.74.5900.741.40066	925.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	441.74.5900.741.30550	12.30
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	441.74.5900.741.30550	11.55
Fund: 441 - STORM WATER MANAGEMENT					10,126.35
ACE IN THE HOLE REAL ESTATE LIMITED PARTN	5/14/21	05/14/2021	Settlement agreement	446.74.5900.746.30700	65,400.00
BOLTON & MENK, INC.	0269684	06/15/2021	Trunk utility	446.74.5900.746.30300	2,798.50
PINE BEND PAVING, INC.	21-9024	06/15/2021	Heat out tire marks on 65th Street	446.74.5900.746.30300	527.00
Fund: 446 - NW AREA					68,725.50
BARR ENGINEERING COMPANY	23191452.00-7	06/15/2021	T-8 pond outlet replacement	470.77.5900.770.30300	4,979.60
Fund: 470 - 2020 IMPROVEMENT FUND					4,979.60
BOLTON & MENK, INC.	0269623	06/15/2021	117th Watermain Ext	471.71.5900.771.30300	13,424.00
CLAREY'S SAFETY EQUIPMENT	194858	06/15/2021	Helmets	471.42.4200.423.60045	3,375.00
WELLS FARGO CREDIT CARD ACH	Cub Foods #1639 WF 04/2	04/30/2021	Wells Fargo Purchase Cards	471.42.4200.423.60018	31.92
WELLS FARGO CREDIT CARD ACH	Tractor-Supply-Co #019 W	04/30/2021	Wells Fargo Purchase Cards	471.42.4200.423.60018	79.99
Fund: 471 - 2021 IMPROVEMENT FUND					16,910.91
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	501.50.7100.512.30550	29.49
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	501.50.7100.512.30550	40.85
WELLS FARGO CREDIT CARD ACH	Awwa.Org WF 04/21	04/30/2021	Wells Fargo Purchase Cards	501.50.7100.512.50070	2,117.00
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	501.50.7100.512.60016	15.98
WELLS FARGO CREDIT CARD ACH	Psn Minnesota Rwa Mn WF	04/30/2021	Wells Fargo Purchase Cards	501.50.7100.512.50070	325.00
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	501.50.7100.512.60016	8.21
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	501.50.7100.512.60016	137.90
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	501.50.7100.512.60016	28.98
Fund: 501 - WATER UTILITY FUND					2,703.41
METROPOLITAN COUNCIL	0001125449	06/15/2021	Waste water services	502.51.7200.514.40015	162,719.73
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	502.51.7200.514.30550	19.68
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	502.51.7200.514.30550	24.61
Fund: 502 - SEWER UTILITY FUND					162,764.02
ARTISAN BEER COMPANY	3477874	06/15/2021	Beer	503.52.8300.524.76150	304.80
COCA COLA BOTTLING COMPANY	3607211036	06/15/2021	Beverages	503.52.8300.524.76100	1,780.29
COCA COLA BOTTLING COMPANY	3607211037	06/09/2021	Cycle Empty 20lb CO2	503.52.8300.524.76100	(150.00)
COLLEGE CITY BEVERAGE	701313	06/15/2021	Beer	503.52.8300.524.76150	632.85
GERTENS	510469/1	06/15/2021	Plants/Flowers	503.52.8600.527.60020	99.19
GERTENS	510496/1	06/15/2021	Plants/Flowers	503.52.8600.527.60020	57.72
GERTENS	42376/12	06/15/2021	Plants/Flowers	503.52.8600.527.60020	212.11
GERTENS	511542/1	06/15/2021	Plants/Flowers	503.52.8600.527.60020	37.82
HEGGIES PIZZA	1000889016	06/15/2021	Pizzas	503.52.8300.524.76050	98.40
JJ TAYLOR DIST. COMPANY OF MN	3196525	06/15/2021	Beer	503.52.8300.524.76150	370.80
M. AMUNDSON LLP	322488	06/15/2021	Candy	503.52.8300.524.76050	232.56
MTI DISTRIBUTING CO	1301918-00	06/15/2021	O-Rings	503.52.8600.527.40042	25.47
MTI DISTRIBUTING CO	1303000-00	06/15/2021	Battery & Transmitter-Remote	503.52.8600.527.40042	855.18
MTI DISTRIBUTING CO	1303099-00	05/21/2021	Joel Metz	503.52.8600.527.60014	(99.89)
PHILLIPS WINE & SPIRITS	6218560	06/15/2021	Alcohol	503.52.8300.524.76150	257.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	503.52.8600.527.30550	8.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	503.52.8000.521.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	503.52.8500.526.30550	3.50
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	503.52.8600.527.30550	21.70
US FOODSERVICE	5535128	06/15/2021	Food & Supplies	503.52.8300.524.60065	331.63
US FOODSERVICE	5535128	06/15/2021	Food & Supplies	503.52.8300.524.76050	962.59
US FOODSERVICE	4643648C	06/14/2021	Napkins	503.52.8300.524.60065	(46.78)
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8200.523.76200	3,831.31
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8200.523.76250	547.67

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8200.523.76300	1,740.70
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8200.523.76350	413.03
WELLS FARGO CREDIT CARD ACH	Acushnet Company WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8200.523.76450	1,122.77
WELLS FARGO CREDIT CARD ACH	Aldi 72039 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	8.50
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	3.98
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	6.53
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	7.96
WELLS FARGO CREDIT CARD ACH	Aldi 72058 WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	14.76
WELLS FARGO CREDIT CARD ACH	Aramark Refreshment Se V	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.40042	114.46
WELLS FARGO CREDIT CARD ACH	Aramark Refreshment Se V	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76100	235.72
WELLS FARGO CREDIT CARD ACH	Bts Unifirst Corporati WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.60045	379.64
WELLS FARGO CREDIT CARD ACH	Grainger WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.60012	119.10
WELLS FARGO CREDIT CARD ACH	Hornung S Golf Prods WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8200.523.76400	958.22
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8000.521.60065	132.87
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8000.521.60065	22.46
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8000.521.60065	24.64
WELLS FARGO CREDIT CARD ACH	Inver Wood Golf Course W	04/30/2021	Wells Fargo Purchase Cards	503.52.8500.526.70600	1.00
WELLS FARGO CREDIT CARD ACH	Kwik Trip 66200006627 W	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	7.55
WELLS FARGO CREDIT CARD ACH	Kwik Trip 66200006627 W	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	5.56
WELLS FARGO CREDIT CARD ACH	Mn Licensed Beverage A V	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.50070	180.00
WELLS FARGO CREDIT CARD ACH	Mor Golf And Utility WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.40042	68.50
WELLS FARGO CREDIT CARD ACH	Mpga Payments WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8500.526.50070	100.00
WELLS FARGO CREDIT CARD ACH	Officemax/Depot 6302 WF	04/30/2021	Wells Fargo Purchase Cards	503.52.8000.521.60010	37.48
WELLS FARGO CREDIT CARD ACH	Puffy Cream Donuts WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	12.99
WELLS FARGO CREDIT CARD ACH	Puffy Cream Donuts WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	11.35
WELLS FARGO CREDIT CARD ACH	Puffy Cream Donuts WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	11.35
WELLS FARGO CREDIT CARD ACH	Puffy Cream Donuts WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	11.35
WELLS FARGO CREDIT CARD ACH	Sentext Solutions WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8500.526.50025	149.00
WELLS FARGO CREDIT CARD ACH	Shamrock Group WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76100	143.48
WELLS FARGO CREDIT CARD ACH	Signal Systems Inc WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8000.521.60010	96.88
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF C	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76050	20.30
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF C	04/30/2021	Wells Fargo Purchase Cards	503.52.8300.524.76100	10.10
WELLS FARGO CREDIT CARD ACH	Target 00025197 WF C	04/30/2021	Wells Fargo Purchase Cards	503.52.8500.526.60010	12.84
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.40040	29.89
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.60012	102.34
WELLS FARGO CREDIT CARD ACH	The Home Depot #2843 W	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.60012	107.53
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF (	04/30/2021	Wells Fargo Purchase Cards	503.52.8500.526.50035	10.10
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF (	04/30/2021	Wells Fargo Purchase Cards	503.52.8500.526.50035	55.00
WELLS FARGO CREDIT CARD ACH	Usps Po 2688010540 WF (	04/30/2021	Wells Fargo Purchase Cards	503.52.8500.526.50035	55.00
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.60030	1,979.41
WELLS FARGO CREDIT CARD ACH	Winfield Solutions Eco WF	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.60035	28,762.58
WELLS FARGO CREDIT CARD ACH	Wittek Golf WF 04/21	04/30/2021	Wells Fargo Purchase Cards	503.52.8100.522.60015	208.89
WELLS FARGO CREDIT CARD ACH	World Fuel Services-La WF	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.60022	731.59
WELLS FARGO CREDIT CARD ACH	Yamaha Golf & Utility WF 04	04/30/2021	Wells Fargo Purchase Cards	503.52.8600.527.40042	191.54

Fund: 503 - INVER WOOD GOLF COURSE **48,797.06**

TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	602.00.2100.415.30550	0.41
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	602.00.2100.415.30550	1.67

Fund: 602 - RISK MANAGEMENT **2.08**

CFA SOFTWARE INC	14631	06/15/2021	CFAWin8 - Support services & Software updates	603.00.5300.444.40042	2,995.00
DIESEL COMPONENTS, INC.	D000011938	06/15/2021	Pipes, U-Bolt, Coupler, Elbow 4 Deg	603.00.5300.444.40041	160.03
KIMBALL MIDWEST	8933983	06/15/2021	Cap screws, washers, cleaner, cable ties	603.00.5300.444.60012	393.29
MACQUEEN EMERGENCY GROUP	P05235	06/15/2021	Switchs - Rock Blk, Freight	603.00.5300.444.40041	23.17
MACQUEEN EMERGENCY GROUP	P05246	06/04/2021	Freight	603.00.5300.444.40041	(8.76)
MANSFIELD OIL COMPANY	22393747	06/15/2021	Fuel	603.140.1450060	4,180.63
MID CITY SERVICES, INC.	152264	06/15/2021	Dust mats	603.00.5300.444.40065	71.00
MN DEPT OF LABOR & INDUSTRY	ABR0258314X	06/15/2021	58650 Pressure Vessel	603.00.5300.444.50070	10.00
MTI DISTRIBUTING CO	1304707-00	06/15/2021	Tires	603.00.5300.444.60014	628.58
MTI DISTRIBUTING CO	1304525-01	06/15/2021	Diode	603.00.5300.444.40041	42.33
NORTH AMERICAN TRAILER SALES	030004173257	06/15/2021	Battery	603.00.5300.444.40041	389.47
O' REILLY AUTO PARTS	1767-149717	06/15/2021	Oil pressure sensor	603.00.5300.444.40041	27.99
O' REILLY AUTO PARTS	1767-151145	06/15/2021	Bat Tend Acc	603.00.5300.444.40041	17.98
O' REILLY AUTO PARTS	1767-151485	06/02/2021	Oil pressure sensor	603.00.5300.444.40041	(27.99)
O' REILLY AUTO PARTS	1767-151671	06/15/2021	Tail Pipe Expand	603.00.5300.444.40041	44.99
O' REILLY AUTO PARTS	1767-151672	06/15/2021	Clamps, Pipes	603.00.5300.444.40041	235.00
O' REILLY AUTO PARTS	1767-151683	06/15/2021	Brackted Cal, Core charge	603.00.5300.444.40041	94.93
O' REILLY AUTO PARTS	1767-151715	06/03/2021	Clamps, Pipes	603.00.5300.444.40041	(235.00)
O' REILLY AUTO PARTS	1767-151914	06/15/2021	MegaCrimp	603.140.1450050	44.05
O' REILLY AUTO PARTS	1767-151996	06/04/2021	TailPipe Expand, Core return	603.00.5300.444.40041	(74.99)
POMP'S TIRE SERVICE, INC.	980080774	06/15/2021	Tires, parts & fees	603.00.5300.444.60014	2,881.40
POMP'S TIRE SERVICE, INC.	980080805	06/15/2021	Tires	603.00.5300.444.60014	229.24
POMP'S TIRE SERVICE, INC.	980080917	06/15/2021	Tires	603.00.5300.444.60014	488.64
POMP'S TIRE SERVICE, INC.	980081017	06/08/2021	Credit from being double billed inv# 980080774	603.00.5300.444.60014	(363.40)
REED'S SALES & SERVICE	165757	06/15/2021	Oil pump & line, Suction line	603.00.5300.444.40041	108.00
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	603.00.5300.444.30550	8.20
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	603.00.5300.444.30550	9.44
TITAN MACHINERY	15612041 GP	06/15/2021	Sensor, Next day air direct	603.00.5300.444.40041	124.59
TITAN MACHINERY	15620863 GP	06/04/2021	Credit for tax paid	603.00.5300.444.40041	(8.29)
TITAN MACHINERY	15620863C	06/04/2021	Sales tax adjustment	603.00.5300.444.40041	(8.29)
TRI-STATE BOBCAT INC.	008636	06/15/2021	VIRNIG LLV84	603.00.5300.444.40041	1,550.00
UNIFIRST CORPORATION	0900627282	06/15/2021	Clothing/ Uniforms	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	0900627282	06/15/2021	Clothing/ Uniforms	603.00.5300.444.60045	29.49
UNIFIRST CORPORATION	0900628686	06/15/2021	Clothing / Uniforms	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	0900628686	06/15/2021	Clothing / Uniforms	603.00.5300.444.60045	22.99
WELLS FARGO CREDIT CARD ACH	Amazon.Com A74oz9z23 /	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.40040	39.36
WELLS FARGO CREDIT CARD ACH	Amzn Mktpl Us A5gy60m/	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.40040	27.99

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us Op07j4gt3 V	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.40040	47.04
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us X63jz7gx3 V	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.40040	25.98
WELLS FARGO CREDIT CARD ACH	Inver Grove Heights Ac WF	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.60012	34.08
WELLS FARGO CREDIT CARD ACH	Kimball Midwest Payeez W	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.60012	58.50
WELLS FARGO CREDIT CARD ACH	The Corner Store WF 04/2	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.40041	150.00
WELLS FARGO CREDIT CARD ACH	The Corner Store WF 04/2	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.40041	150.00
WELLS FARGO CREDIT CARD ACH	The Corner Store WF 04/2	04/30/2021	Wells Fargo Purchase Cards	603.00.5300.444.40041	150.00
ZARNOTH BRUSH WORKS	0185172-IN	06/15/2021	Poly cablewrap broom refill	603.00.5300.444.40041	754.00
Fund: 603 - CENTRAL EQUIPMENT					15,732.16
MARCO TECHNOLOGIES, LLC	CM485530	03/17/2021	Leasing forwarding funds	604.00.2200.416.40050	(36.69)
MARCO TECHNOLOGIES, LLC	29485338	06/15/2021	Copier and Printers	604.00.2200.416.40050	5,743.29
Fund: 604 - CENTRAL STORES					5,706.60
LVC COMPANIES, INC.	51424	06/15/2021	December 2020 Maintenance - PD	605.00.7500.460.40040	162.45
LVC COMPANIES, INC.	51425	06/15/2021	December 2020 Maintenance -Fire Station3	605.00.7500.460.40040	174.90
LVC COMPANIES, INC.	51426	06/15/2021	December 2020 Maintenance -Water Plant	605.00.7500.460.40040	904.06
LVC COMPANIES, INC.	51427	06/15/2021	December 2020 Maintenance -Fire Station1	605.00.7500.460.40040	272.60
LVC COMPANIES, INC.	51428	06/15/2021	December 2020 Maintenance -Public Works	605.00.7500.460.40040	2,456.78
LVC COMPANIES, INC.	51429	06/15/2021	December 2020 Maintenance -Cold Storage	605.00.7500.460.40040	738.60
LVC COMPANIES, INC.	51431	06/15/2021	December 2020 Maintenance -Inverwood	605.00.7500.460.40040	376.40
LVC COMPANIES, INC.	51432	06/15/2021	December 2020 Maintenance -VMCC	605.00.7500.460.40040	3,313.51
LVC COMPANIES, INC.	51433	06/15/2021	December 2020 Maintenance -Rich Valley Park	605.00.7500.460.40040	247.35
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2007076	04/12/2021	Payroll	605.00.7500.460.30550	6.96
TASC GENESIS EMPLOYEE BENEFITS, INC	IN2036717	05/28/2021	Payroll	605.00.7500.460.30550	15.44
WELLS FARGO CREDIT CARD ACH	Amazon.Com 3d0l39pt3 W	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.60040	44.09
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 735ni9143 V	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.60016	16.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us 735ni9143 V	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.60016	20.99
WELLS FARGO CREDIT CARD ACH	Amzn Mktp Us C05td08f3 V	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.60011	39.77
WELLS FARGO CREDIT CARD ACH	Culligan Water Of Igh WF C	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.60016	138.10
WELLS FARGO CREDIT CARD ACH	Grainger WF 04/21	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.60016	19.60
WELLS FARGO CREDIT CARD ACH	Mei Total Elevator Sol WF (	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.40040	1,042.75
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect WF	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.40040	3,010.28
WELLS FARGO CREDIT CARD ACH	Nac Mechanical & Elect Wf	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.40040	2,089.00
WELLS FARGO CREDIT CARD ACH	Nasseff Mechanical Con W	04/30/2021	Wells Fargo Purchase Cards	605.00.7500.460.40040	7,472.00
Fund: 605 - CITY FACILITIES					22,562.62
CDW GOVERNMENT INC	F093672	06/15/2021	Cradlepoint 3YR Netcloud Essentials	606.00.1400.413.80610	1,179.36
PRO-TECH DESIGN INC.	100912	06/15/2021	Outdoor RJ45 cable 5M, IP66 rated, push-pull style	606.00.1400.413.80610	217.92
Fund: 606 - TECHNOLOGY FUND					1,397.28
BARR ENGINEERING COMPANY	23190328.19-28	06/15/2021	Project reviews and studies	702.229.2283203	294.00
BARR ENGINEERING COMPANY	23190328.21-4	06/15/2021	Project reviews and studies	702.229.2284403	28.00
BARR ENGINEERING COMPANY	23190328.21-4	06/15/2021	Project reviews and studies	702.229.2293603	1,480.00
BARR ENGINEERING COMPANY	23190328.21-4	06/15/2021	Project reviews and studies	702.229.2297603	631.00
BARR ENGINEERING COMPANY	23190328.21-4	06/15/2021	Project reviews and studies	702.229.2298303	3,841.76
BOLTON & MENK, INC.	0269505	06/15/2021	Settler's ridge dev	702.229.2284803	1,335.00
BOLTON & MENK, INC.	0269691	06/15/2021	Inver hills sewer	702.229.2295403	495.00
BOLTON & MENK, INC.	0269692	06/15/2021	Trunk sewer review	702.229.2298003	1,925.00
CARAGH O'BRIEN BARTNESS	06/09/2021	06/15/2021	Escrow release	702.229.2296803	4,966.70
EMMONS & OLIVIER RESOURCES	00095-0072-3	06/15/2021	IGH Construction Observation	702.229.2282100	337.46
EMMONS & OLIVIER RESOURCES	00095-0072-3	06/15/2021	IGH Construction Observation	702.229.2285603	162.06
EMMONS & OLIVIER RESOURCES	00095-0072-3	06/15/2021	IGH Construction Observation	702.229.2298303	3,104.84
LENNAR CORPORATION - U.S. HOME CORP.	06/07/2021	06/15/2021	Escrow release	702.229.2304602	64,473.57
LENNAR CORPORATION - U.S. HOME CORP.	195395	06/16/2021	Escrow refund - 7283 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	231261	06/16/2021	Escrow refund - 6814 Alverno Court	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	231261 1382 66th	06/16/2021	Escrow refund - 1382 66th Street	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	231261 6508 Artic	06/16/2021	Escrow refund - 6508 Artic Court	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	233367	06/16/2021	Escrow refund - 6555 Alverno Lane	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	252701	06/16/2021	Escrow refund - 7167 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	259917	06/16/2021	Escrow refund - 6538 Agate Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	259918	06/16/2021	Escrow refund - 6502 Artic Court	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	259919	06/16/2021	Escrow refund - 7055 Arlo Way	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	259920	06/16/2021	Escrow refund - 7222 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	261926	06/16/2021	Escrow refund - 6571 Agate Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	262958	06/16/2021	Escrow refund - 6577 Agate Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	263018	06/16/2021	Escrow refund - 6515 Arctic Way	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	263530	06/16/2021	Escrow refund - 6704 Alverno Court	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	263535	06/16/2021	Escrow refund - 7156 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	263651	06/16/2021	Escrow refund - 7251 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	263653	06/16/2021	Escrow refund - 7272 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	263763	06/16/2021	Escrow refund - 6561 Agate Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	264758	06/16/2021	Escrow refund - 7278 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	264759	06/16/2021	Escrow refund - 7060 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	264760	06/16/2021	Escrow refund - 6611 Alverno Lane	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	265393	06/16/2021	Escrow refund - 6559 Agate trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	265394	06/16/2021	Escrow refund - 1357 66th Street	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	265395	06/16/2021	Escrow refund - 6521 Arctic Way	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	266319	06/16/2021	Escrow refund - 7084 Archer Trail	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	267219	06/16/2021	Escrow refund - 6534 Arctic Way	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	268435	06/16/2021	Escrow refund - 6595 Alverno Lane	702.229.2299800	2,500.00
LENNAR CORPORATION - U.S. HOME CORP.	R00197935	06/16/2021	Escrow refund - 7144 Archer Trail	702.229.2299800	2,500.00
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	702.229.2299103	34.20
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	702.229.2299203	49.50
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	702.229.2299303	23.40
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	702.229.2299403	41.40
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	702.229.2299503	24.30

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	702.229.2299603	24.75
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	702.229.2299603	36.00
PIONEER PRESS	521572521	05/31/2021	Advertising/Publishing	702.229.2300103	35.10
SWIFT TRANSPORTATION	04/16/2021	06/15/2021	Escrow release	702.229.2295203	467.32
Fund: 702 - ESCROW FUND					153,810.36
Grand Total					682,404.75

**Request for Council Action****Personnel Actions**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Cora Bauer, HR Coord.	FTE included in current complement	
Reviewed by:	Janet Shefchik, HR Manager	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

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

Seasonal/Temporary Employment:

Bailey Frank, Pool Attendant
Blake Stinnett, Pool Attendant
Caroline Cavanagh, Recreation Instructor
Christian Duncan, Lifeguard
Cole Eigner, Golf Course Outside Services
Hayden Diaz, Swim Lesson Assistant
Joe Difronzo, Kids Rock Assistant
Kelsi Ries, Lifeguard
Kieran Boyden, Rec Instructor II
Malaya Logan, Birthday Party Host
Samuel Applebaum, Golf Course Laborer
Tate Sonnenberg, Lifeguard

Voluntary Resignations, Retirements and/or Terminations:

Braden Evanson, Golf Course Outside Services
Gabriel Ukestad, Lifeguard
Jeremy Keilback, Golf Course Laborer
Kassandra Vasquez, Child Care Worker
Sydney Brad, Lifeguard

**Request for Council Action**

TITLE: Resolution Designating Hand Benefits & Trust Company as Health Reimbursement Arrangement Trustee.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	6/28/21	None	
Item Type:	Consent	Amount included in current budget	X
Contact:	Janet Shefchik	Budget amendment requested	
Prepared by:	Janet Shefchik	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Resolution Designating Hand Benefits & Trust Company as Health Reimbursement Arrangement Trustee.

SUMMARY:

On May 24, 2021, Council approved Medsurety to replace TASC as the City's Third-Party Administrator (TPA) for various benefits plans. Amongst those plans is the City's Health Reimbursement Arrangement (HRA) plan.

The HRA plan requires a trustee to carry out the fiduciary responsibilities/monetary transactions associated with the plan. While TASC used Matrix for this function, Medsurety uses Hand Benefits & Trust as its HRA plans trustee. In order for the monies to be legally transferred to the new trustee, the City must formally adopt Hand Benefits & Trust as the trustee. Therefore, staff recommends approval of the attached resolution to designate Hand Benefits & Trust as the successor trustee for the City's HRA plan, effective August 1, 2021.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
RESOLUTION NO. 2021-175

**RESOLUTION DESIGNATING HAND BENEFITS & TRUST COMPANY
AS HEALTH REIMBURSEMENT ARRANGEMENT TRUSTEE**

WHEREAS, City of Inver Grove Heights changed its vendor for its Health Reimbursement Arrangement effective August 1, 2021 from TASC to Medsurety; and

WHEREAS, Matrix, was the previous Trustee of the City of Inver Grove Heights HRA Trust administered by TASC; and

WHEREAS, Hand Benefits & Trust Company is the successor Trustee of the City of Inver Grove Heights HRA Trust administered by Medsurety; and

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Inver Grove Heights hereby designates Hand Benefits & Trust Company as health reimbursement arrangement trustee Trustee, effective August 1, 2021, and removes Matrix as the designated Trustee.

Passed by the City Council of Inver Grove Heights this 28 day of June 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Request for Council Action**

TITLE: Consider Appointing City Employee Brian Swoboda to serve as City Forester

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	651-450-2513	Budget amendment requested	
Prepared by:	Rebecca Kiernan City Clerk	FTE included in current complement	
Reviewed by:	Heather Rand	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

The city council has determined that the health of the elm trees within city limits is threatened by a fatal disease known as Dutch elm disease, that oak trees are threatened by a disease known as oak wilt, and that ash trees are threatened by the emerald ash borer. The council has further determined that the loss of such trees growing upon public and private property would substantially depreciate the value of property within the city, cause significant costs to the public for tree removal, and impair the safety, good order, general welfare, and convenience of the public. It is declared to be the intention of the council to control and prevent the spread of these diseases as well as infestation by these insects, and this chapter is enacted for that purpose. (Ord. 1217, 8-9-2010).

The powers and duties of the forester, as set forth herein, are conferred upon the city forester. It is the duty of the forester to coordinate, under the direction and control of the council, all activities of the city relating to control and prevention of Dutch elm disease, oak wilt, and emerald ash borers. He shall recommend to the council the details of a program for the control of Dutch elm disease, oak wilt, and emerald ash borers and perform the duties incident to such a program adopted by the council. (Ord. 1217, 8-9-2010).

Duties of the City Forester also include:

Annual Inspection: The forester shall inspect all premises and places within the established control zones as often as practical to determine whether any condition described in subsection [5-8-4A](#) of this chapter exists. The city forester shall investigate all reported incidents of infestations of Dutch elm disease, oak wilt, the elm bark beetles, and emerald ash borers.

Entry Powers: The forester or duly authorized agents may enter upon any private place as defined in Minnesota statutes section 18G.13, at any reasonable time for the purpose of carrying out any of the duties assigned under this chapter. Before making any inspection of any private place, it shall be the duty of the city forester to give notice of said inspection to all affected residents and property

owners either through an individual oral or written notice, or by publishing said notice in a local newspaper. (Ord. 1217, 8-9-2010).

The City Council needs to appoint the City Forester at this time.

SUMMARY:

Consider approval of Resolution Appointing City Employee Brian Swoboda to serve as City Forester.

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-176**

A RESOLUTION APPOINTING CITY FORESTER

WHEREAS, in order to protect the health and safety of its residents and to enforce the City's existing code requirements related to diseased trees, the City of Inver Grove Heights must designate a City Forester; and

WHEREAS, Section 5-8-2 of the City Code sets forth the powers and duties of the City Forester; and

WHEREAS, the City Council has reviewed the qualifications of Brian Swoboda and finds that his experience and certification as an arborist make him well-qualified to serve in the position of City Forester.

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

1. Brian Swoboda is hereby appointed as the City Forester.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Minnesota this 28th day of June, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk



Request for Council Action

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	X
Item Type:	Regular	Amount included in current budget	
Contact:	Nicole Cook: 651-450-2491	Budget amendment requested	
Prepared by:	Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by:	Heather Rand Community Development Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider application for a chicken license for property located at 7935 Charles Way.

SUMMARY:

An application was submitted by Douglas and Heather Allen for a chicken license to keep a total of two (2) chickens on the property. Two (2) written objections were received within the ten (10) day response period. The complainants state they are concerned about the chickens being confined and the condition of the property. Please note staff found one record of a complaint against the property from 2019, but the property was under different ownership at that time so it is not being included with this report. A recent inspection found no violations that could be seen from the street. The objection letters are attached for your review.

Council is asked to review the application and determine if the license request should be approved or denied.

Nicole Cook

From: Troy Ausen <tausen@centurylink.net>
Sent: Monday, June 21, 2021 5:57 PM
To: Nicole Cook
Subject: 7935 Charles Way Chicken Application

7935 Charles Way has applied for a onsite chicken permit to which **object to**.

The residence in question is located on a small ~120' x 130' city lot. The residence yard is currently fenced because the owners have two large dogs and two cats. Because of the existing pets present at the current residence, the chickens will never be able to leave the chicken coop. Why should residence be allowed to have chickens on a city lot, if you want chickens you should be required to have acreage so the animals can roam.

We have had numerous problems with wild animals in the neighborhood, mostly foxes. I am fearful the chickens will draw more wild animals and potentially kill my pets.

I am 100% certain this will be a negative experience for prospective sellers/buyers when they see the neighborhood has dogs, cats and now chickens next door to them. MOST IMPORTANTLY think about how **extremely inhumane** it is to make these chickens sit in a cage the entire day, day in and day out.

Please do not approve this permit as denying the permit has zero impact to the requestor but potentially lots of impacts to neighbors and neighborhood.

Troy Ausen
tausen@centurylink.net

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nicole Cook

From: Francour <francour4@q.com>
Sent: Monday, June 21, 2021 10:20 AM
To: Nicole Cook
Subject: Response to Chicken License Application - 7935 Charles Way

Good morning,

We are not in favor of approval of the application to keep chickens or have a chicken coop in our neighbors yard. We are the direct backyard neighbors to the applicants. We feel this type of activity belongs on larger properties. Given the small scale of lots within the neighborhood, keeping chickens would detract from property values for those around this type of activity.

The applicant's yard has been in rough shape for many years and we don't feel we have seen any real change or improvement with the new owners. There is somewhat of a lack of upkeep. There was some cleanup in the back yard the week before last, likely in anticipation of a code compliance visit, including limited stacking of excess material from a fence that was erected last year. A chicken coop would additionally detract from our view of the yard and we would also anticipate new, unpleasant smells. We are concerned about future upkeep of the coop and yard.

Please note that one of the owners with property that directly abuts the applicant's property is IH2 Properties, a national company owning many, many rental properties throughout the US. There will likely be no response from this entity. This is a company, not an individual neighbor, and as such has no real investment in the city of IGH and knows nothing about the people who live in our neighborhood or the pride of ownership we have in our individual properties. This rental property also lacks in upkeep which we feel detracts from our neighborhood. They previously have had to remedy some issues with upkeep and excess garbage.

We are aware that there may also be additional neighbors that are not in favor of the idea of chickens or a chicken coop in our neighborhood. These neighbors would likely have been given notice and the opportunity to respond directly prior to a change in the notification requirement in the City's ordinance in early 2021. The change modified the requirement from notification to those within 350' of the coop to only those neighbors whose property abuts the property making application thereby excluding others who we think have an interest in this issue.

We truly wish we would have been approached directly regarding this instead of through notice from the city. We appreciate the opportunity to respond to the application to let you know that we do object to it. Thank you.

Mike & Lisa Francour

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paulsen ✓
Aasen ✓
Francour ✓
IH2 Prop ✓

Chicken License Application

License Period: March 1, 2021 - February 28, 2023

Cost: \$25

Applications can be dropped off or sent to City Hall at 8150 Barbara Avenue, Inver Grove Heights, MN 55077

Section 1: Site/Applicant/Property Owner Information

SITE & APPLICANT INFORMATION			
SITE STREET ADDRESS: 7935 Charles Way	CITY I.G.H	STATE MN	ZIP CODE 55076
APPLICANT NAME: Douglas Allen Heather Allen			
APPLICANT HOME ADDRESS: 7935 Charles Way	CITY I.G.H.	STATE MN	ZIP CODE 55076
DAYTIME PHONE NUMBER: 612-559-0842		EVENING PHONE NUMBER: 612-940-8392	
APPLICANT EMAIL: hlars13@gmail.com			

PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)			
PROPERTY OWNER NAME:			
PROPERTY OWNER HOME ADDRESS:	CITY	STATE	ZIP CODE
PROPERTY OWNER SIGNATURE (ONLY SIGN IF PROPERTY OWNER IS DIFFERENT THAN APPLICANT):			

The above referenced property's Homeowner's Association rules, if any, do not prohibit the keeping of chickens on the property (please initial next to one):

	Yes, they do prohibit keeping chickens
	No, they do not prohibit keeping chickens
	Not Applicable

Section 2: Chicken Coop/Run Information

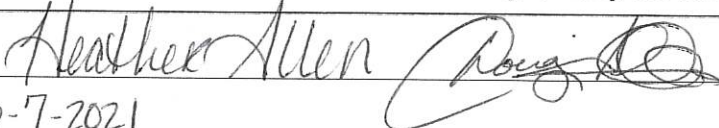
CHICKEN COOP/RUN INFORMATION	
PROVIDE THE TOTAL NUMBER OF CHICKENS TO BE KEPT:	2
PROVIDE THE DIMENSIONS OF THE COOP:	31 1/2" - H 63 1/4" - L 29 1/2" - W
PROVIDE THE DIMENSIONS OF THE RUN:	5'5" - H 7'4 1/2" - L 3'1" - W
PLEASE DESCRIBE THE MATERIALS TO BE USED FOR THE COOP AND RUN. ATTACH A DRAWING OR PICTURE OF THE COOP:	WOOD + wire

WILL A FENCE BE ADDED IN ADDITION TO THE COOP AND RUN? ☐ YES ☒ NO

IF YES, PLEASE PROVIDE A DESCRIPTION OF THE FENCE, INCLUDING LOCATION, SIZE AND MATERIALS.

PLEASE ATTACH A SITE PLAN OF THE PROPERTY FOR DEPICTING THE LOCATION OF THE CHICKEN COOP AND RUN.

Notice and Applicant Signature

I declare that the information I have provided on this application is truthful, and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Inver Grove Heights to investigate and make whatever inquiries are necessary to verify the information provided.	
Signed:	
Date:	6-7-2021

FOR OFFICE USE ONLY

Application Received: _____

By: _____

Fee Paid: _____

Property Owner Information Sent: _____

CODE COMPLIANCE SPECIALIST REVIEW

Review Date: _____

Staff: _____

Comments: _____

CITY COUNCIL REVIEW (IF REQUIRED)

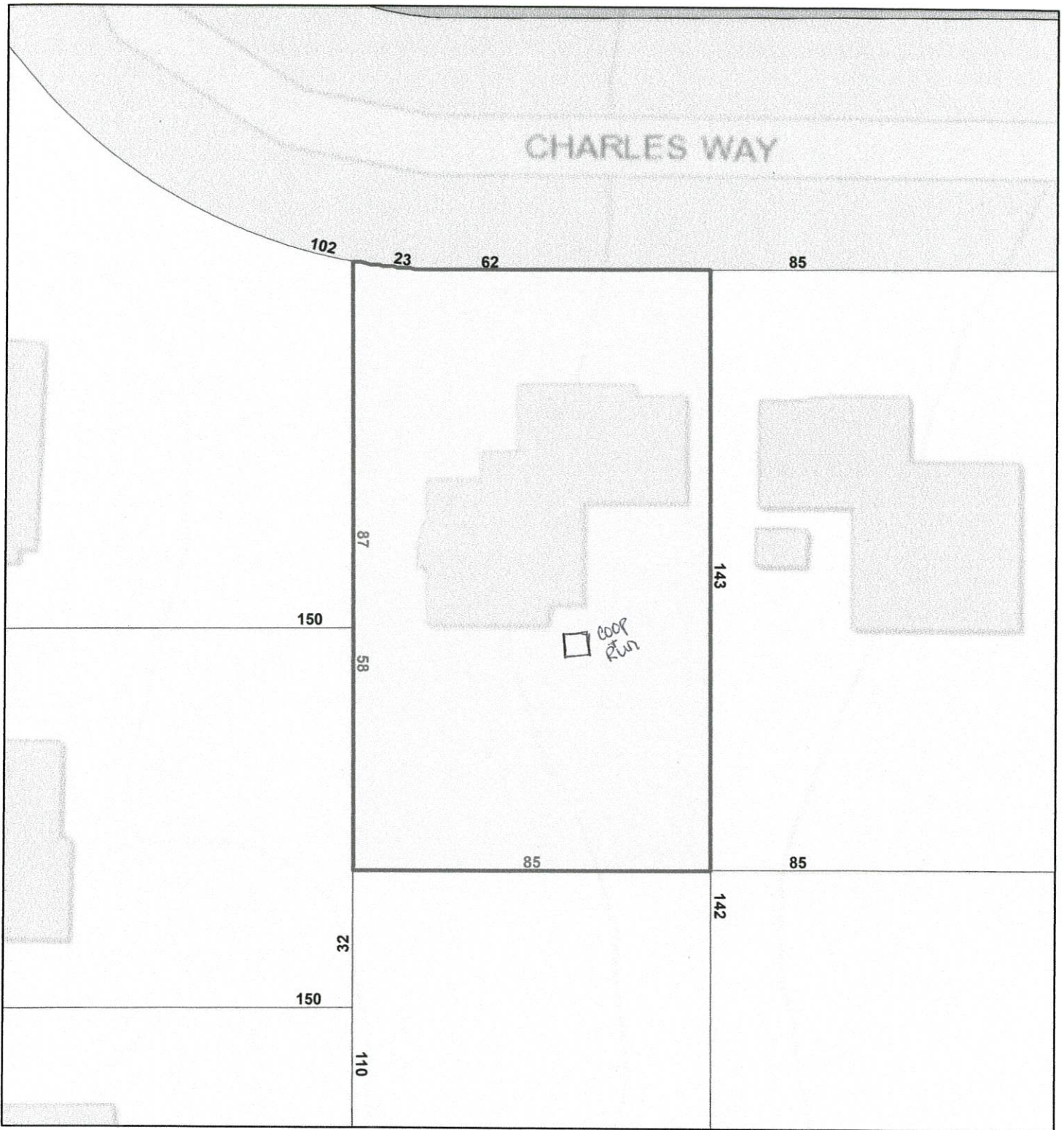
Council Action Date: _____

Comments/Additional Conditions: _____

Approve: ☐

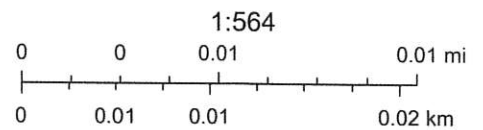
Deny: ☐

Property Map



6/7/2021, 7:45:05 PM

- Lot Dimensions Parcels
- Tax Parcels
 - Dedicated Right of Way
 - Multi-owner Parcel





**CITY OF INVER GROVE HEIGHTS
NOTICE OF PENDING ACTION
RE: CHICKEN LICENSE APPLICATION**

To: Property owners contiguous to and directly abutting the property located at:
7935 Charles Way

Response Deadline: **June 21, 2021**

Applicant: Douglas and Heather Allen

Location: 7935 Charles Way

Request(s):

The applicant is seeking a chicken license to keep two (2) chickens. The chickens are proposed to be kept on the property in accordance with the regulations set forth by Inver Grove Heights City Code, Title 5, Chapter 4, Section 2. An inspection of the property will be conducted by the Code Compliance Specialist to ensure the plans and specifications are in compliance with the regulations set forth in the City Code.

Notice to property owners regarding the above request is required by Inver Grove Heights City Code, Title 5, Chapter 4, Section 2.

The Code Compliance Specialist will consider administrative approval of the above request if no objections are received, in writing, by the close of business on June 21, 2021.

If a written objection is received by the deadline, the application and written objection will be sent to the City Council for a final decision on June 28th at 7:00 pm in the City Council Chambers at City Hall. Please be mindful written objections may be discussed during the public meeting.

How to Participate: You may submit a written objection prior to the deadline to the Rental and Code Compliance Coordinator:

1. By mail: 8150 Barbara Ave., Inver Grove Heights, MN 55077

OR

2. By E-mail to Nicole Cook at ncook@ighmn.gov

Questions: Call the Rental and Code Compliance Coordinator at (651) 450-2491

City of Inver Grove Heights
Mailing date: June 11, 2021

Nicole Cook, Rental and Code Compliance Coordinator

Nicole Cook

From: Nicole Cook
Sent: Friday, June 11, 2021 2:11 PM
To: hlars13@gmail.com
Subject: Chicken Application

Hello,

Thank you for submitting your chicken license application.

All first-time applications require a neighbor notice to your immediate neighbors with a copy of your application. Neighbors may file a written objection within 10 days of the date of the notice. Often times there is no objection but sometimes people will object out of concern about noise, odors, or worries the coop may attract wild animals. If an objection is received you will be immediately notified and the item will go before city council for their consideration. If no objection is received after 10 days your license will be issued and sent to you by mail.

Please let me know if you have any questions.

Thank you,
Nicole

**Request for Council Action****TITLE:** THE CROSSINGS AT INVER WOOD SECOND

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve a Resolution relating to the Preliminary and Final Plat and Preliminary and Final PUD Development Plan for the Crossings at Inver Wood Second

- Requires a 3/5th's vote.
- 60-day deadline: August 27, 2021 (Second 60 days)

SUMMARY:

Applicant is proposing to develop phase 2 of the project consisting of 24 townhome units. Phase 1 of the project consisting of 150 unit apartment building was approved last year and under construction.

ANALYSIS

- Plans are consistent with the overall preliminary plans that were approved with phase 1.
- Applicant is requesting reduced setbacks from both 80th Street and Hwy 55. The apartment building was approved with a 20 foot setback. The townhomes would be 34 feet at the closest point from 80th. Only the westerly most townhomes would be closer than 50 feet to the highway. Staff supports the reduced setbacks.
- Engineering and its consultants have reviewed the final grading and storm water management plans and are satisfied they comply with all city standards.
- Development Contract and related agreements will be drafted later and put on future council agenda.

RECOMMENDATION:

Planning Staff: Recommends approval of the preliminary and final plat and preliminary and final PUD plans as proposed.

Planning Commission: Also recommends approval of the request (8-0).

Attachments: Preliminary and Final Plat, Preliminary and Final PUD Resolution
Final Plat
Planning Commission Recommendation
Planning Report

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

RESOLUTION NO. 2021-177

**A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT, PRELIMINARY AND
FINAL PUD DEVELOPMENT PLAN FOR THE PLAT OF THE CROSSINGS AT INVER WOOD
SECOND**

**CASE NO. 21-28PUD
(Crossings IGH, LLC)**

WHEREAS, a Preliminary and Final Plat and Preliminary and Final PUD Development Plan application has been submitted to the City for property legally described as;

**Outlot A, The Crossings at Inver Woods, according to the recorded plat thereof, on file
and of record at the office of the County Recorder, Dakota County, Minnesota**

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on June 1, 2021;

WHEREAS, the final plat application satisfies the conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary and Final Plat and Preliminary and Final PUD Development Plan of the Crossings at Inver Wood Second are 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.

Preliminary/Final Plat	
Site Plan	5/12/21
Grading Plan	4/15/21
Construction Plan Set	5/11/21
Landscape Plan	5/11/21
Building Elevations	3/12/21

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
3. Drainage and utility easements shall be provided on the final plat as required by the City Engineer.
4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future landowners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
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.
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. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.
9. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.
10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. 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.

12. 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 particular requirements of the Planned Unit Development plans.
13. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
14. Prior to City Council review of the final PUD development plans, the Developer shall respond to all the comments of City Engineering and consultants memos.
15. The approval of the plat are subject to the review and comment from Dakota County and MnDOT.
16. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading.
17. Northwest Area plat connection fees are due at time of final plat release for each phase. The connection fees will be listed in the development contract. The Northwest Area building permit connection fees are due with building permit for each unit. Final details of the amounts to be paid shall be part of the final PUD plan review.
18. A connection from the private sidewalk to the future 80th Street trail shall be provided at a location that will work with the grades on the site.

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

Passed this 28th day of June, 2021.

AYES:

NAYS:

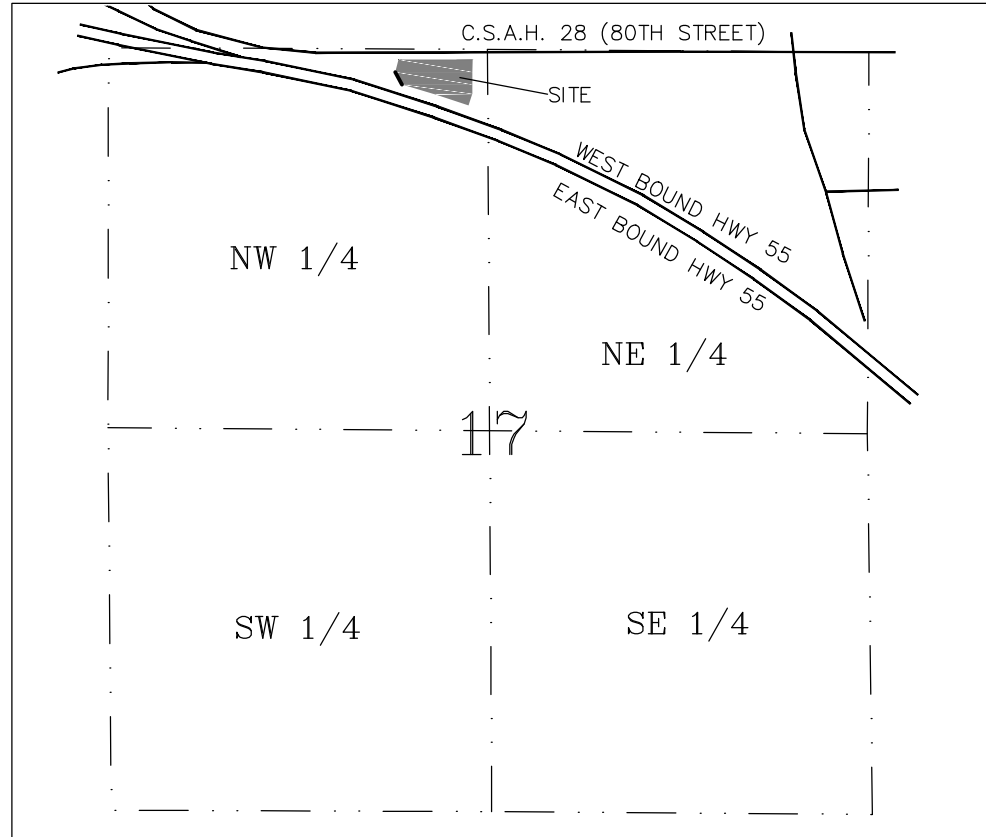
Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

"OFFICIAL PLAT"
THE CROSSINGS AT INVER WOODS SECOND

VICINITY MAP
SEC. 17, T. 27 N., R. 22 W.,
"NOT TO SCALE"



LEGEND

- DAKOTA COUNTY MONUMENT
○ 1/2 INCH IRON PIPE WITH PLASTIC CAP
○ STAMPED LS 21940 SET
● FOUND MONUMENTS ARE D.O.T. IRON PIPES
● WITH ALUMINUM CAPS, UNLESS OTHERWISE NOTED
(DESC) DENOTES DESCRIPTION BEARING / DISTANCE
(MEAS) DENOTES MEASURED BEARING / DISTANCE
--- DENOTES ACCESS CONTROL PER MINNESOTA
DEPARTMENT OF TRANSPORTATION RIGHT OF
WAY PLATS NO. 19-111 AND 19-124
--- DENOTES RESTRICTED ACCESS TO DAKOTA
COUNTY PER THE DAKOTA COUNTY PLAT ORDINANCE

KNOW ALL PERSONS BY THESE PRESENTS: That Crossings
IGH, LLC a Minnesota limited liability company, owner of the
following described property:

OUTLOT A, THE CROSSINGS AT INVER WOODS, according to
the recorded plat thereof, on file and of record at the
office of the County Recorder, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as THE CROSSINGS AT INVER WOODS SECOND and does hereby dedicate to the public for the public use the public ways and the
drainage and utility easements as shown on this plat.

In witness whereof said Crossings IGH, LLC a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of
_____, 20__.

Signed: Crossings IGH, LLC

Jeffrey R. Peterson, President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Jeffrey R. Peterson, President of Crossings IGH LLC a Minnesota
limited liability company, on behalf of the company.

Notary Public, _____ County, Minnesota

Printed Name

My commission expires: _____

SURVEYOR'S CERTIFICATE

I Geoffrey G Griffin do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that
this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat
have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this
certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Geoffrey G Griffin, Land Surveyor
Minnesota Registration No. 21940

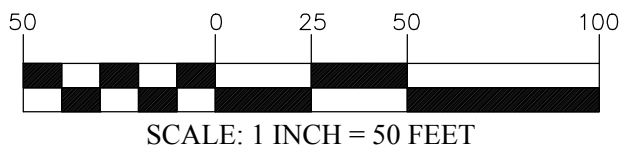
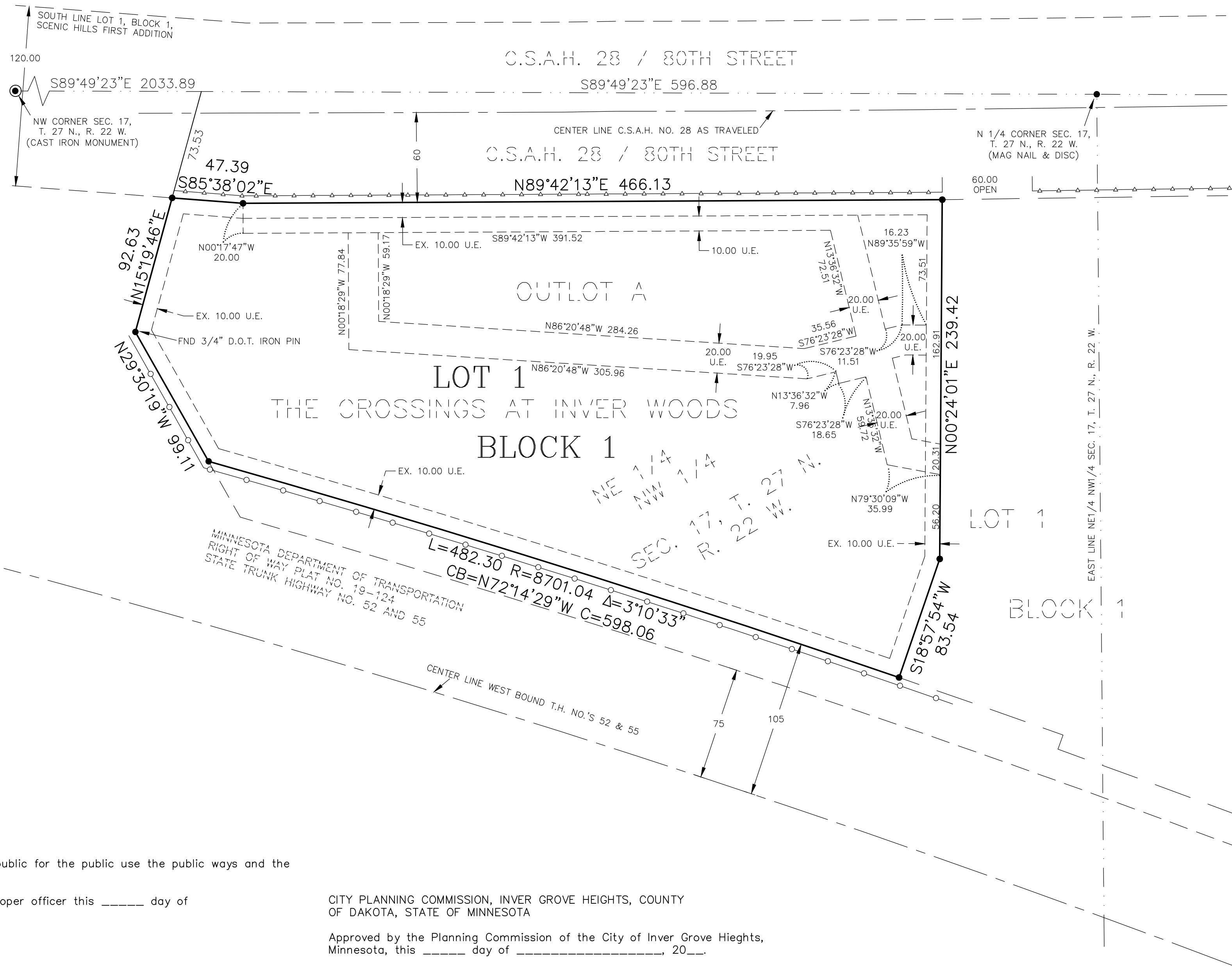
STATE OF MINNESOTA
COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20__, by Geoffrey G Griffin, Minnesota Registration No. 21940

Notary Public, _____ County, Minnesota

Printed Name

My commission expires: _____



BEARINGS
ALL BEARINGS ARE BASED ON THE NORTH LINE OF
SECTION 17, T. 27 N., R. 22 W., WHICH IS ASSUMED
TO BEAR S89°49'31\"E..

CITY PLANNING COMMISSION, INVER GROVE HEIGHTS, COUNTY
OF DAKOTA, STATE OF MINNESOTA

Approved by the Planning Commission of the City of Inver Grove Heights,
Minnesota, this ____ day of _____, 20__.

Secretary

Chair

CITY COUNCIL, INVER GROVE HEIGHTS, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat of THE CROSSINGS AT INVER WOODS was approved and accepted by the City Council of the City of Inver
Grove Heights, Minnesota, this ____ day of _____, 20__ and hereby certifies compliance with
all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

Mayor

Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed
and approved this ____ day of _____, 20__.

Dakota County Surveyor

Todd B. Tollefson

DAKOTA COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 17th day of November, 2020, the Board of Commissioners of Dakota County,
Minnesota, approved this plat of THE CROSSINGS AT INVER WOODS, and said plat is in compliance with the
provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County contiguous plat
ordinance.

Chair Dakota County Board

County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, DAKOTA COUNTY, MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year
20__, on the land hereinbefore described, have been paid. Also pursuant to
Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer
entered, on this ____ day of _____, 20__.

Amy A. Koethe, Director of Department of Property of Taxation and Records

COUNTY RECORDER, DAKOTA COUNTY, MINNESOTA

I hereby certify that this plat of THE CROSSINGS AT INVER WOODS was filed in the
Office of the County Recorder for public record on this ____ day of
_____, 20__, at ____ o'clock __M., and was duly filed in Book
____ of Plats, Page ____ as Document No.

Amy A. Koethe, Dakota County Recorder

G³
G-Cubed
ENGINEERING
SURVEYING
PLANNING
14070 Hwy 52 S.E.
Chatfield, MN 55923
Ph: 507-887-1666
Fax: 507-887-1665
www.ggg.to

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: June 1, 2021

SUBJECT: **CROSSINGS, IGH LLC - CASE NO. 21-28PUD**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a preliminary and final plat and a preliminary and final PUD for the plat and development to be known as the Crossings at Inver Wood 2nd, for the property located at 1462 80th Street. 5 notices were mailed.

Presentation of Request

City Planner Allan Hunting presented Phase 2 of the Crossings project. Phase 1 consists of a 152 Unit Apartment Building under construction. The request is for the remaining 2.76 acres be developed into 24 townhomes. The site plan shows the townhomes in two rows, internal access to garages, and comes out onto the existing one drive utilized for both projects onto 80th Street. The project meets all the standards except for setbacks from Highway 55 and 80th. The applicant requests flexibility from those setbacks and justification due to narrowness as the lot gets narrower from east to west. Beginning with 80th Street, the apartment building was approved at a 20-foot setback. The townhomes have varying setbacks, the closest being 34.14 feet, other units are back at a 40-41 feet setback. 50 feet is required for a collector and arterial street. The arterial on Highway 55 requires a 50-foot setback. Three units require the flexibility with two on the west side. The balance of the units would meet or exceed the 50-foot setback. They are making a comment in a condition that there is an internal sidewalk system wrapping around the buildings. Staff would like to see wherever the grades fit, that there is a sidewalk that will connect out to the future trail on 80th Street. Staff recommends approval of the project with 18 conditions.

Commissioner Weber commented he was lost looking through the plans. He asked if there was a pool and pool house set to be put into this subdivision.

Mr. Hunting responded the amenities are on the apartment side, there are none on the townhouse side.

Commissioner Robertson asked for more information about access for the Fire Department. She believed there had to be two means in and out for an entity like this. She asked if that was addressed with the first phase.

Mr. Hunting responded when first reviewing this, the apartments were the preliminary for the whole property. At that time, the Fire Marshal was satisfied with the one entrance point. There was not another condition related on this side to having any other emergency access

points.

Chair Niemioja asked if these would have sprinklers.

Mr. Hunting responded he believed so.

Chair Niemioja stated an email has been received.

Mr. Hunting stated the Fire Marshal reviewed this and didn't have any concerns with the application.

Opening of Public Hearing

Mark Welch, G-Cubed Engineering, 14070 Highway 52 Southeast, Chatfield, MN stated that Peter Stalland is also available to speak if needed.

Mr. Welch responded about the fire access and sprinklers saying that all buildings will have sprinklers. The fire access rules changed in March 2020 with access to 80th Avenue. Being fully sprinkled buildings, they do not require a secondary access. Most of the buildings can be accessed from 80th. He stated they are fine with the 18 conditions and look forward to working through the details and getting this finalized.

Chair Niemioja asked Mr. Welch if he read and understood the report.

Mr. Welch responded in the affirmative.

Chair Niemioja closed the Public Hearing.

Planning Commission Recommendation

Motion by Commissioner Weber second by Commissioner Scales to approve the Preliminary/Final Plat and Preliminary/Final PUD, to construct phase 2 of the Crossings at Inver Wood with all conditions listed.

Motion carried (8/0). This item will go before the City Council on June 28, 2021.



PLANNING REPORT

CASE NO.: 21-28PUD

APPLICANT: Crossings IGH, LLC

PROPERTY OWNER: Crossings IGH, LLC

REQUEST: Preliminary/Final Plat/Preliminary/Final PUD

LOCATION: 1462 80th Street

HEARING DATE: June 1, 2021

COMPREHENSIVE PLAN: HDR, High Density Residential

ZONING: R-3C/PUD

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to construct phase 2 of the Crossings at Inver Wood. The project site is the west 2.76 acres. The project is a 24 unit townhome development. Phase 1 of the project was a 152 unit apartment building.

REQUESTS

The specific requests for The Crossings at Inver Wood phase 2 development project include the following:

1. Preliminary and Final Plat approval of The Crossings at Inver Wood Second consisting of one lot for the townhome development.
2. Preliminary and Final PUD approval of The Crossings at Inver Wood Second consisting of a 24 unit townhome development.

EVALUATION OF THE REQUEST

SURROUNDING USES

The subject property is surrounded by:

North: Senior care facility, existing residential, golf course; zoned PUD, Agricultural, Public Open Space

East: Phase 1 apartments; zoned PUD; guided HDR

West: Hwy 3/ Co Rd 28 right-of-way.

South: Hwy 55, Wagner Sod, Inver Pointe Industrial Park; zoned A, PUD, A; guided IOP

NET DEVELOPABLE AREA

Net developable area for the entire project was defined in the Phase 1 review. Net developable area shown in the table below is for the entire 9 acre site consisting of phases 1 and 2.

General Project Data	Acres
Gross Project Area	10.9
Delineated Wetlands	0.92
Public Water Bodies (PWI)	0.00
Bluffs in Shoreland Area	0.00
Planned "Arterial" Road Right of Way	0.25
Total Net Developable Area	9.17

NATURAL AREA/OPEN SPACE

The site plan for phase 2 is consistent with the open space plan for the whole project. The preserved area is located on the western boundary and is marked off on the site with silt fence to protect any unintended disturbance in the area.

The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.

DEVELOPMENT CAPACITY PLAN

Section 10-13J-5. E. of the Northwest Area Overlay Ordinance outlines a process by which a site's development capacity is determined as a means to allocate development across a site. This exercise only determines the number of units that would be permissible on the site and not the actual proposed development.

The development capacity plan was established for The Crossings at Inver Wood utilizing the base zoning district of R-3C. When applying the base district and factoring in the open space as part of the R-3C district, the development capacity plan yields a range of 110 to 200 possible units. This equates to a density range of 12 to 22 units per net acre.

Base Zoning District	Net Acres	Min Density (units per acre)	Max Density (based on lot size per zoning code)	Min Units	Max Units
R-3C	9.17	12	2,000	110	200

The original preliminary PUD anticipated a 30-40 unit townhome development for phase 2. With project decreased to 24 units, the overall project count still falls within the minimum-maximum unit count.

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

Building setbacks and separation.

The Northwest Area Zoning Overlay establishes suggested guidelines for building separation and setbacks. The objectives for establishing such regulations are to ensure adequate area for certain uses on a site such as storm water management, parking, buffering of mechanical equipment and landscaping. The Northwest Area setbacks and structure separation standards consider compact development and reduced setbacks in order to minimize hard surface coverage and enable greater ability to leave larger areas of intact open space. This objective should be carefully balanced with aesthetics also.

The building within the proposed development complies with the required setbacks, except for the following listed below:

- Setback from 80th Street to be 34 feet at the closest point, where 50 feet is required. The units ranged from 41.63 to 34.14 feet from the right-of-way. Applicant is requesting flexibility from required setback.
- Setback from Hwy 55 to be 39.28 feet at the closest point where 50 feet is required. Only the three westerly most units are closer than 50 feet. All others are 50 feet or greater setback. Applicant is requesting flexibility from required setback.

The Northwest Area Ordinance requires a 20-30 foot setback along interior public streets. Setbacks from collector or arterial streets are governed by the underlying zoning district. In this case, 80th Street and Hwy 55 are both arterial streets which require 50 foot setbacks. The apartment building was approved with a 20 foot setback from 80th Street. The townhomes would have a staggered setback along 80th. An approximate 10 foot sound wall is proposed to minimize the highway sound from the units. The lot narrows from east to west which reduces the buildable area. The project is designed to minimize the setback flexibility as much as possible.

Building coverage.

The ordinance has a maximum building coverage of 20% for a project. The townhomes in phase 2 would have a building coverage of 20.0%. Total impervious surface for phase 2 would be only 47% whereas 65% is allowed.

PRELIMINARY PLAT

The applicant is proposing a one lot plat for the townhomes. The plat provides for the required perimeter drainage and utility easements and interior easements.

The first phase plat provided for all the required right-of-way needs for 80th Street.

PARKS/TRAILS

A sidewalk system is proposed around the perimeter of the building complexes. The apartment building plans provided for a sidewalk connection from the units to the future trail along the south side of 80th Street. Staff would recommend a connection from the private sidewalk to the future 80th Street trail at a location that would work with the grades on the site.

No park land dedication is being required. The recommendation was for a cash contribution per unit. The amount of cash contribution would be in the rates in affect at the time the final plat is approved. The current 2021 rate is as follows:

Multiple Family Rate \$4,900 x 24 units = \$117,600.

STREETS & CONNECTIVITY

No public streets are proposed. The access would be connecting the parking drive aisle to the main internal road that connects to 80th Street.

LANDSCAPING/TREE PRESERVATION

The proposed landscape plan provides for 17 deciduous trees and 18 oversized coniferous trees. The total equivalent tree planting would be 55 overstory trees which exceeds landscape requirements. Tree plantings are scattered throughout the site.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

The grading and storm water plan have been reviewed by the engineering staff and consultants EOR and Bolten & Menk. As proposed, engineering review finds the project will work as generally designed. Storm water is being treated through a series of basins and regional ponds. Bolton & Menk have been reviewing the water and sewer plans for consistency with overall master utility plans.

Engineering staff and the consultants have drafted comment memos discussing the items that will need to be addressed as part of the construction plans. These memos will be incorporated into the conditions of approval in the general engineering comment condition.

BUILDING EXTERIOR

The applicant has provided building elevations for front and back of the townhomes. The garage doors face internal to the project and entrances or fronts of the building face 80th Street and the highway.

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 of 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:

o Approval of the **Preliminary/Final Plat and Preliminary/Final PUD** for The Crossings at Inver Woods Second 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/Final Plat	
Site Plan	5/12/21
Grading Plan	4/15/21
Construction Plan Set	5/11/21
Landscape Plan	5/11/21
Building Elevations	3/12/21

***The final list of approved plans and date of plans shall be identified in the development contract.**

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
3. Drainage and utility easements shall be provided on the final plat as required by the City Engineer.
4. The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future landowners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
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.
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. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility

Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

9. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing. Final details of the amounts to be paid shall be part of the final PUD plan review.
10. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council

11. 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.
12. 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 particular requirements of the Planned Unit Development plans.
13. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
14. Prior to City Council review of the final PUD development plans, the Developer shall respond to all the comments of City Engineering and consultants memos.
15. The approval of the plat are subject to the review and comment from Dakota County and MnDOT.
16. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading.

17. Northwest Area plat connection fees are due at time of final plat release for each phase. The connection fees will be listed in the development contract. The Northwest Area building permit connection fees are due with building permit for each unit. Final details of the amounts to be paid shall be part of the final PUD plan review.
18. A connection from the private sidewalk to the future 80th Street trail shall be provided at a location that will work with the grades on the site.

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.

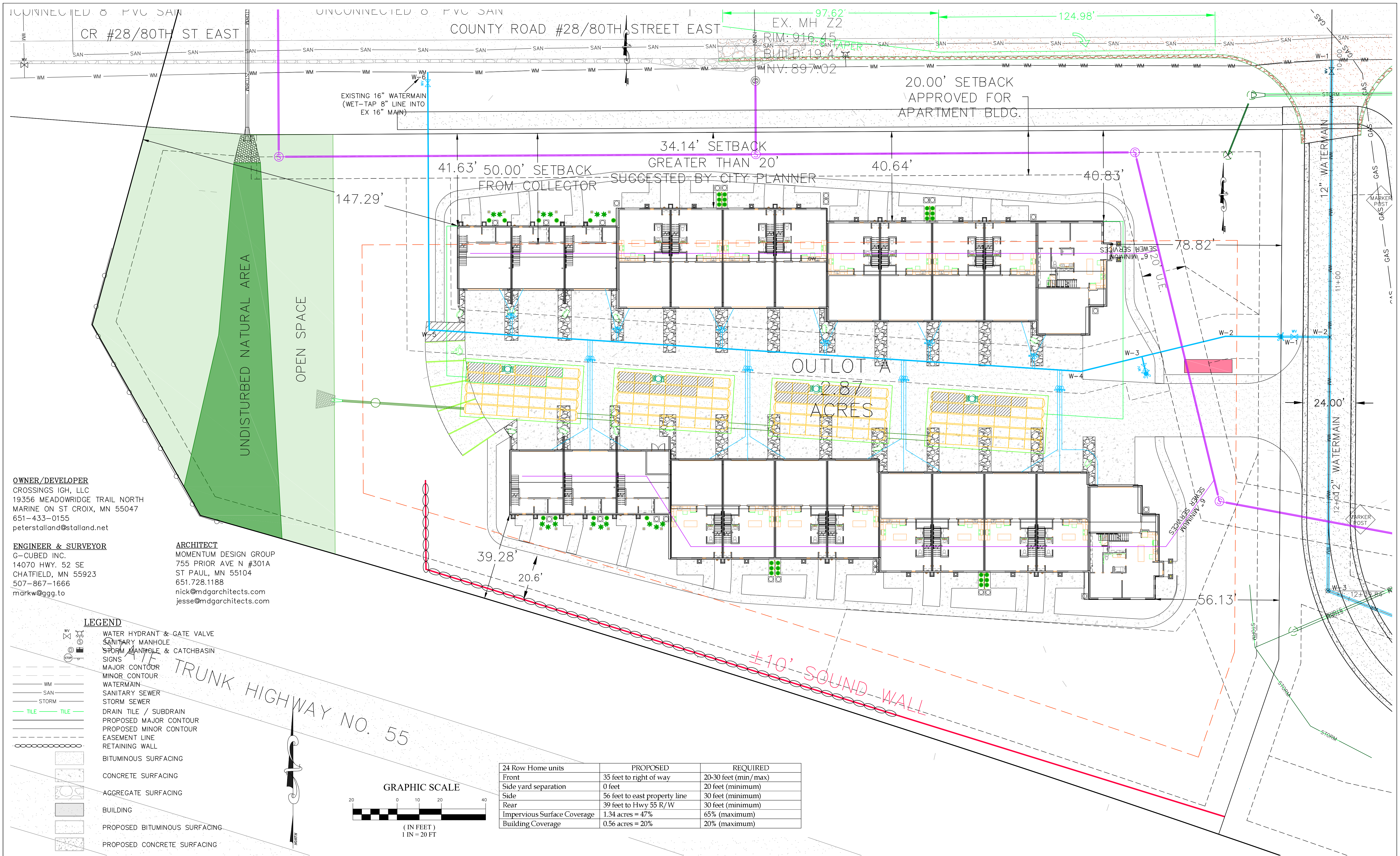
RECOMMENDATION

The project complies with all performance standards of the Northwest Area except setbacks from 80th and Hwy 55. Flexibility requests have been made for building setbacks from 80th Street and Hwy 55. The reduced setback along 80th Street is further from the street than the apartment building (41 to 34 feet) and only three units do not meet the setback from Hwy 55. Staff would support the request since it provides a unique design for the Northwest Area.

Staff recommends approval of the preliminary/final plat, preliminary/final PUD requests with the conditions listed.

Attachments:

Location Map
Applicant Narrative
Final Plat
Site Plan
Grading Plan
Construction Plan Set
Landscape Plan
Building Elevations

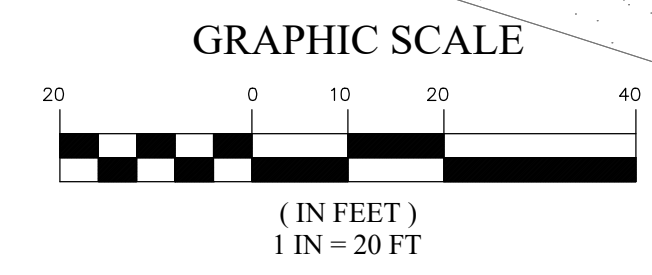


OWNER/DEVELOPER
CROSSINGS IGH, LLC
19356 MEADOWRIDGE TRAIL NORTH
MARINE ON ST CROIX, MN 55047
651-433-0155
peterstalland@stalland.net

ENGINEER & SURVEYOR
G-CUBED INC.
14070 HWY. 52 SE
CHATFIELD, MN 55923
507-867-1666
markw@ggg.to

ARCHITECT
MOMENTUM DESIGN GROUP
755 PRIOR AVE N #301A
ST PAUL, MN 55104
651.728.1188
nick@mdgarchitects.com
jesse@mdgarchitects.com

- LEGEND**
- WM WATER HYDRANT & GATE VALVE
 - SAN SANITARY MANHOLE
 - STP STORM MANHOLE & CATCHBASIN
 - SIGNS SIGNS
 - MAJOR CONTOUR MAJOR CONTOUR
 - MINOR CONTOUR MINOR CONTOUR
 - WM WATERMAIN
 - SAN SANITARY SEWER
 - STORM STORM SEWER
 - TILE DRAIN TILE / SUBDRAIN
 - TILE PROPOSED MAJOR CONTOUR
 - TILE PROPOSED MINOR CONTOUR
 - EASEMENT LINE EASEMENT LINE
 - RETAINING WALL RETAINING WALL
 - BITUMINOUS SURFACING BITUMINOUS SURFACING
 - CONCRETE SURFACING CONCRETE SURFACING
 - AGGREGATE SURFACING AGGREGATE SURFACING
 - BUILDING BUILDING
 - PROPOSED BITUMINOUS SURFACING PROPOSED BITUMINOUS SURFACING
 - PROPOSED CONCRETE SURFACING PROPOSED CONCRETE SURFACING



24 Row Home units	PROPOSED	REQUIRED
Front	35 feet to right of way	20-30 feet (min/max)
Side yard separation	0 feet	20 feet (minimum)
Side	56 feet to east property line	30 feet (minimum)
Rear	39 feet to Hwy 55 R/W	30 feet (minimum)
Impervious Surface Coverage	1.34 acres = 47%	65% (maximum)
Building Coverage	0.56 acres = 20%	20% (maximum)

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.
DATE 5/12/2021 REG. NO. 42736
MARK R. WELCH

DATE: 3/11/2021
Prepared For:
CROSSINGS IGH, LLC
19356 MEADOWRIDGE TRAIL NORTH
MARINE ON ST CROIX, MN 55047
FILE NO.: 20-116 PHASE 2

G³
G-Cubed
14070 Hwy 52 S.E.
Chatfield, MN 55923

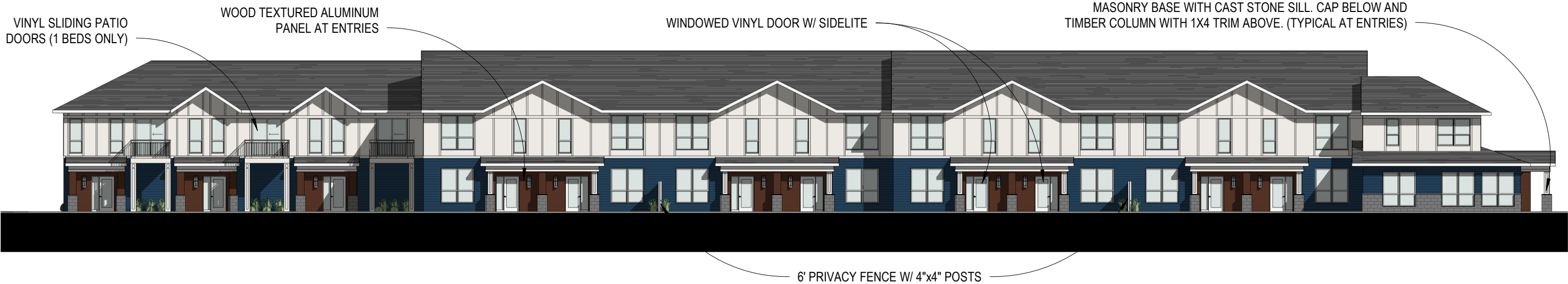
ENGINEERING SURVEYING PLANNING
Ph: 507-867-1666
Fax: 507-867-1665
www.ggg.to

DESIGNED ADB
DRAWN ADB
CHECKED MRW

REVISED BY DATE
SUBMITTAL ADB 4/15/2021
RESUBMITTAL ADB 5/12/2021

CITY OF INVER GROVE
HEIGHTS-DAKOTA COUNTY
BENCHMARK:

CROSSINGS AT INVER WOODS
TOWNHOMES - SITE PLAN
SHEET 1
OF 1 SHEETS



South Building - Front Elevation

MATERIAL PERCENTAGES: COMPOSITE LAP SIDING (18%) COMPOSITE PANEL (40%) WOOD TEXTURED ALUMINUM SIDING (8%) MASONRY BASE (3%) OPENINGS (31%)

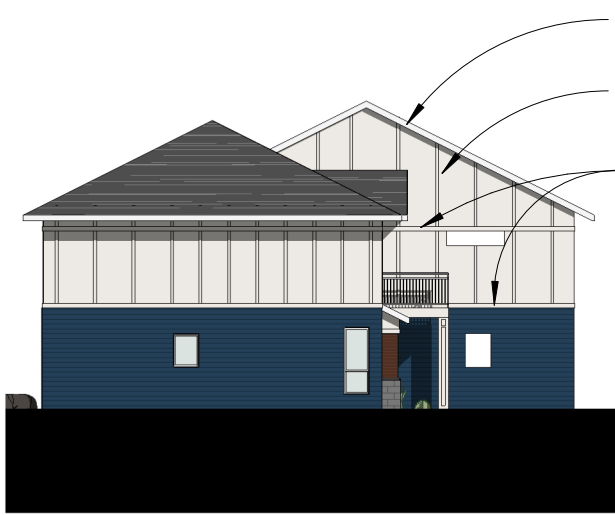
1" = 20'-0"



South Building - Back Elevation

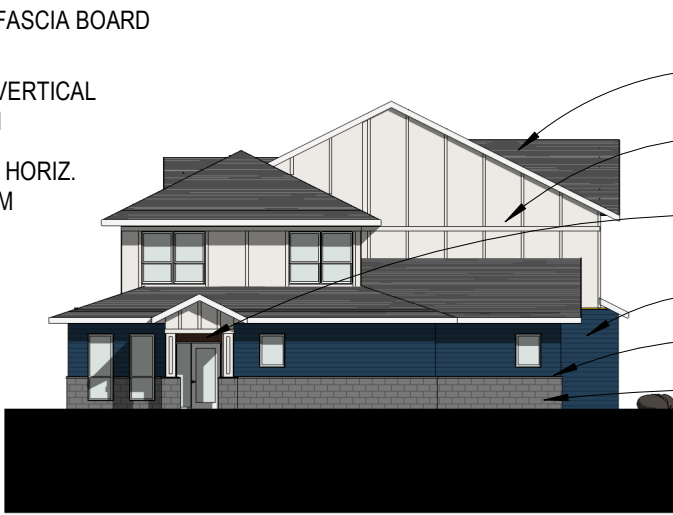
MATERIAL PERCENTAGES: COMPOSITE LAP SIDING (25%) COMPOSITE PANEL (31%) WOOD TEXTURED ALUMINUM SIDING (1%) MASONRY BASE (1%) OPENINGS (42%)

1" = 20'-0"



South Building - West Elevation

1" = 20'-0"



South Building - East Elevation

1" = 20'-0"

WEST ELEVATION MATERIAL PERCENTAGES:	
COMPOSITE LAP SIDING	(41%)
COMPOSITE PANEL	(49%)
WOOD TEXTURED ALUMINUM SIDING	(1%)
MASONRY BASE	(1%)
OPENINGS	(8%)

EAST ELEVATION MATERIAL PERCENTAGES:	
COMPOSITE LAP SIDING	(26%)
COMPOSITE PANEL	(42%)
WOOD TEXTURED ALUMINUM SIDING	(1%)
MASONRY BASE	(15%)
OPENINGS	(16%)

TOWNHOME ELEVATIONS

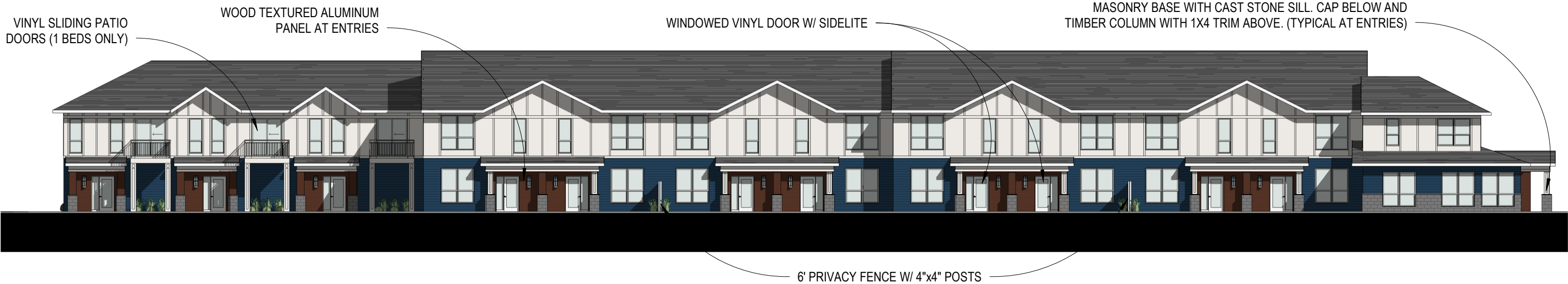
X11 | 20029

The Crossings at Inver Woods TH

Inver Grove Heights, Minnesota
03/12/21

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South Building - Front Elevation

MATERIAL PERCENTAGES: COMPOSITE LAP SIDING (18%) COMPOSITE PANEL (40%) WOOD TEXTURED ALUMINUM SIDING (8%) MASONRY BASE (3%) OPENINGS (31%)

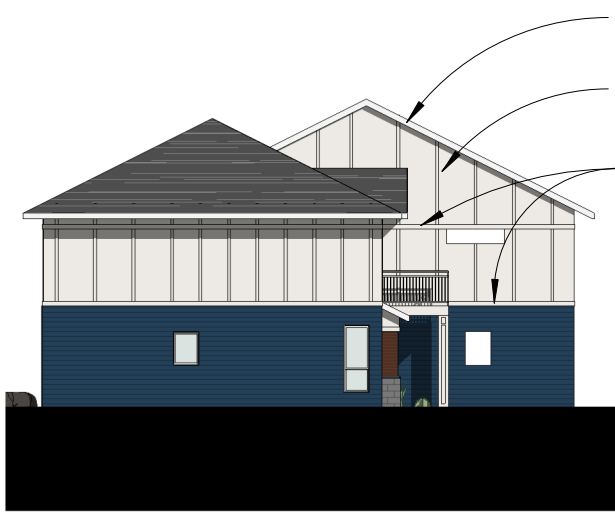
1" = 20'-0"



South Building - Back Elevation

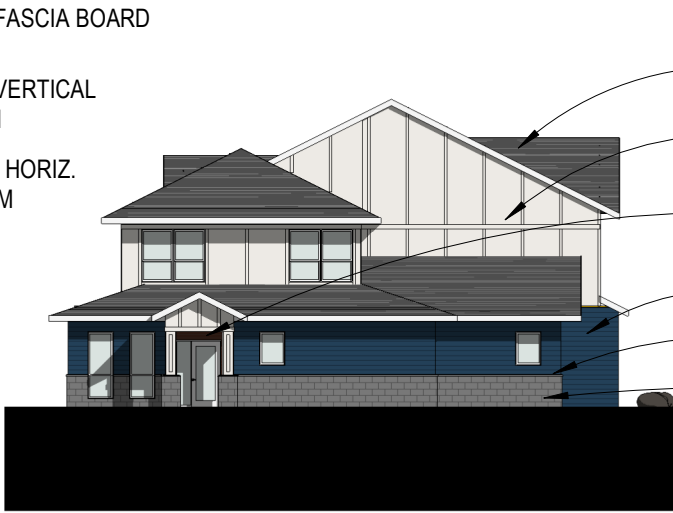
MATERIAL PERCENTAGES: COMPOSITE LAP SIDING (25%) COMPOSITE PANEL (31%) WOOD TEXTURED ALUMINUM SIDING (1%) MASONRY BASE (1%) OPENINGS (42%)

1" = 20'-0"



South Building - West Elevation

1" = 20'-0"



South Building - East Elevation

1" = 20'-0"

WEST ELEVATION MATERIAL PERCENTAGES:	
COMPOSITE LAP SIDING	(41%)
COMPOSITE PANEL	(49%)
WOOD TEXTURED ALUMINUM SIDING	(1%)
MASONRY BASE	(1%)
OPENINGS	(8%)

EAST ELEVATION MATERIAL PERCENTAGES:	
COMPOSITE LAP SIDING	(26%)
COMPOSITE PANEL	(42%)
WOOD TEXTURED ALUMINUM SIDING	(1%)
MASONRY BASE	(15%)
OPENINGS	(16%)

TOWNHOME ELEVATIONS

X11 | 20029

The Crossings at Inver Woods TH

Inver Grove Heights, Minnesota
03/12/21





Request for Council Action

TITLE: Alliant Ventures VII, LLC

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve a Resolution relating to a Vacation of the interior Drainage and Utility Easements for Lots 3, and 4, Block 7, Scenic Hills First Addition:

- Requires a 3/5th's vote.
- 60-day deadline: July 16, 2021 (first 60 days)

SUMMARY:

The applicant is proposing to combine Lots 3 and 4, Block 7, Scenic Hills First Addition. A new developer has purchased the balance of the Scenic Hills development and will complete the project as originally approved. The applicant has found the grading challenges to create Lots 3 and 4 are significant and the site lends itself to combining the lots and creating a larger building envelope for a future house.

In order to combine the two lots, the interior public drainage and utility easements between the lots must be vacated.

ANALYSIS:

- The two lots will be combined into one for building purposes. Planning and Engineering have no issues with the vacation request.

RECOMMENDATION:

Planning Staff: Recommends approval of the easement vacation.

Planning Commission: Also recommended approval of the vacation (9-0)

Attachments: Resolution approving Vacation
Planning Report

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

RESOLUTION NO. 2021-178

**RESOLUTION PROVIDING FOR THE VACATION OF
A PORTION OF INTERIOR PUBLIC DRAINAGE AND UTILITY EASEMENTS
ON LOT 3 AND 3, BLOCK 7, SCENIC HILLS FIRST ADDITION
BY RESOLUTION PURSUANT TO
MINNESOTA STATUTES SECTION 462.358, SUBD. 7**

WHEREAS, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires on its own motion to vacate the following described easement situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

See Exhibit A

WHEREAS, the above-described Drainage and Utility Easement was created by dedication on the plat of Scenic Hill, Dakota County, Minnesota, and recorded on June 9, 2019, as Document No. 3308225 in the Office of the Register of Deeds in and for said County and State.

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easement was preceded by two (2) weeks' published and posted notice in accordance with Minnesota Statutes Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes Section 412.851.

WHEREAS, a public hearing on the vacation of the Drainage and Utility Easement was held by the Planning Commission of Inver Grove Heights on June 15, 2021, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all persons interested were afforded an opportunity to present their views and objections to the granting of said petition.

WHEREAS, the Planning Commission of Inver Grove Heights recommended to the Council that it approve the vacation of the Drainage and Utility Easement.

WHEREAS, the City Council of Inver Grove Heights has determined that the land described above is not being used for drainage and utility purposes.

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said easement would be in the public interest.

WHEREAS, a majority vote of the City Council is in favor of this resolution.

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

1. That the City Council of the City of Inver Grove Heights, pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, hereby vacates the Drainage and Utility Easement situate in the City of Inver Grove Heights, Dakota County, Minnesota, to wit:

See Exhibit A

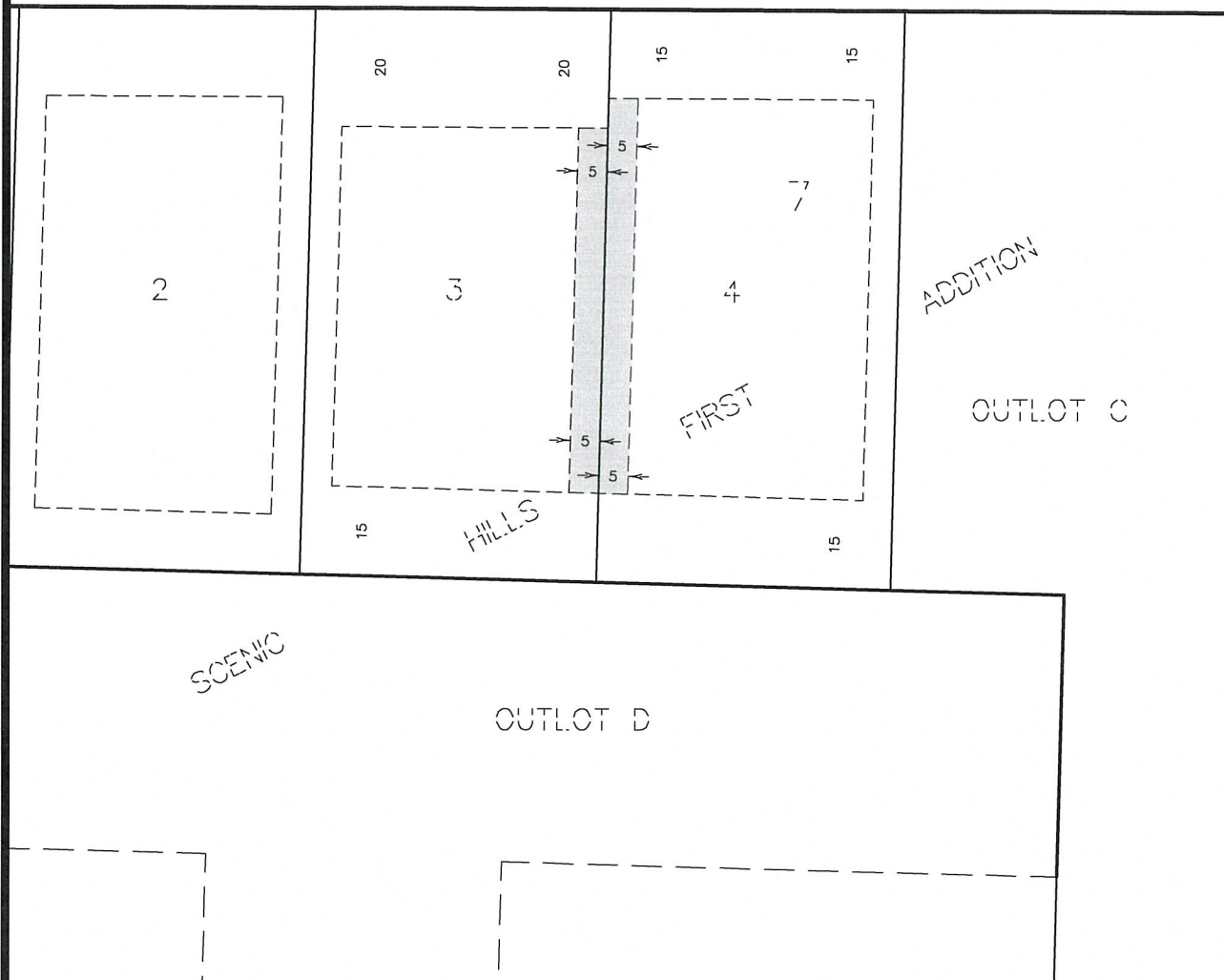
2. That the easement vacation authorized by this resolution shall only be effective following the recording of a Notice of Completion, pursuant to Minnesota Statutes, Section 412.851.

Adopted by the City Council of Inver Grove Heights this 28th day of June , 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



PROPOSED DESCRIPTION TO VACATE DRAINAGE AND UTILITY EASEMENTS

An easement for drainage and utility purposes lying over, under and across all that part of the east 5.00 feet of Lot 3, Block 7, SCENIC HILLS FIRST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the north 20.00 feet thereof and lying north of the south 15.00 feet thereof.

Together with:

An easement for drainage and utility purposes lying over, under and across all that part of the west 5.00 feet of Lot 4, Block 7, said SCENIC HILLS FIRST ADDITION, lying south of the north 15.00 feet thereof and lying north of the south 15.00 feet thereof.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Not to Scale



Denotes proposed easement vacation

Sheet
1 of 1

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

Cad File: 120132-EASEMENT
VACATION.dwg
Date: 4-20-21
Folder #: 8580
Drawn by: KSO

Description Sketch for:
Bob Machacek



PLANNING REPORT

CASE NO.: 21-37VAC

APPLICANT: Alliant Ventures VII, LLC

PROPERTY OWNER: Alliant Ventures

REQUEST: Vacation of interior lot line drainage and utility easements

LOCATION: Plat of Scenic Hills – 80th Street, east of Hwy 3

HEARING DATE: June 15, 2021

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C /PUD

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to combine Lots 3 and 4, Block 7, Scenic Hills First Addition. A new developer has purchased the balance of the Scenic Hills development and will complete the project as originally approved. The applicant has found the grading challenges to create Lots 3 and 4 are significant and the site lends itself to combining the lots and creating a larger building envelope for a future house.

In order to combine the two lots, the interior public drainage and utility easements between the lots must be vacated.

EVALUATION OF THE REQUEST

The applicant has provided a drawing of the lots and the area to be vacated. Engineering and Planning do not have any issues with the vacation.

ALTERNATIVES

A. Approval. If the Planning Commission finds the proposed drainage and utility easement vacation acceptable, a recommendation of approval should be made subject to the following conditions:

1. The lots shall not be combined, or a permit issued for a home until the vacation of easements has been approved by the City Council and recorded with Dakota County.

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the vacation as proposed subject to the condition stated above.

ATTACHMENTS:

Location Map
Description Sketch
Sketch of Easements to be vacated



Location Map Case No. 21-37VAC



S89°45'42"E

100.02

95.41

N01°31'03"E

2

3

TOTAL LOT AREA=9653sf
0.2216ac

4

FIRST

HILLS

97.65

ADDITION

S01°31'03"W

OUTLOT C

N88°28'57"W

100.00

SCENIC

OUTLOT D

PROPOSED DESCRIPTION TO COMBINE LOTS

Lots 3 and 4, Block 7, SCENIC HILLS FIRST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.



Not to Scale

Sheet
1 of 1

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

Cad File: 120132- LOT

JOIN.dwg

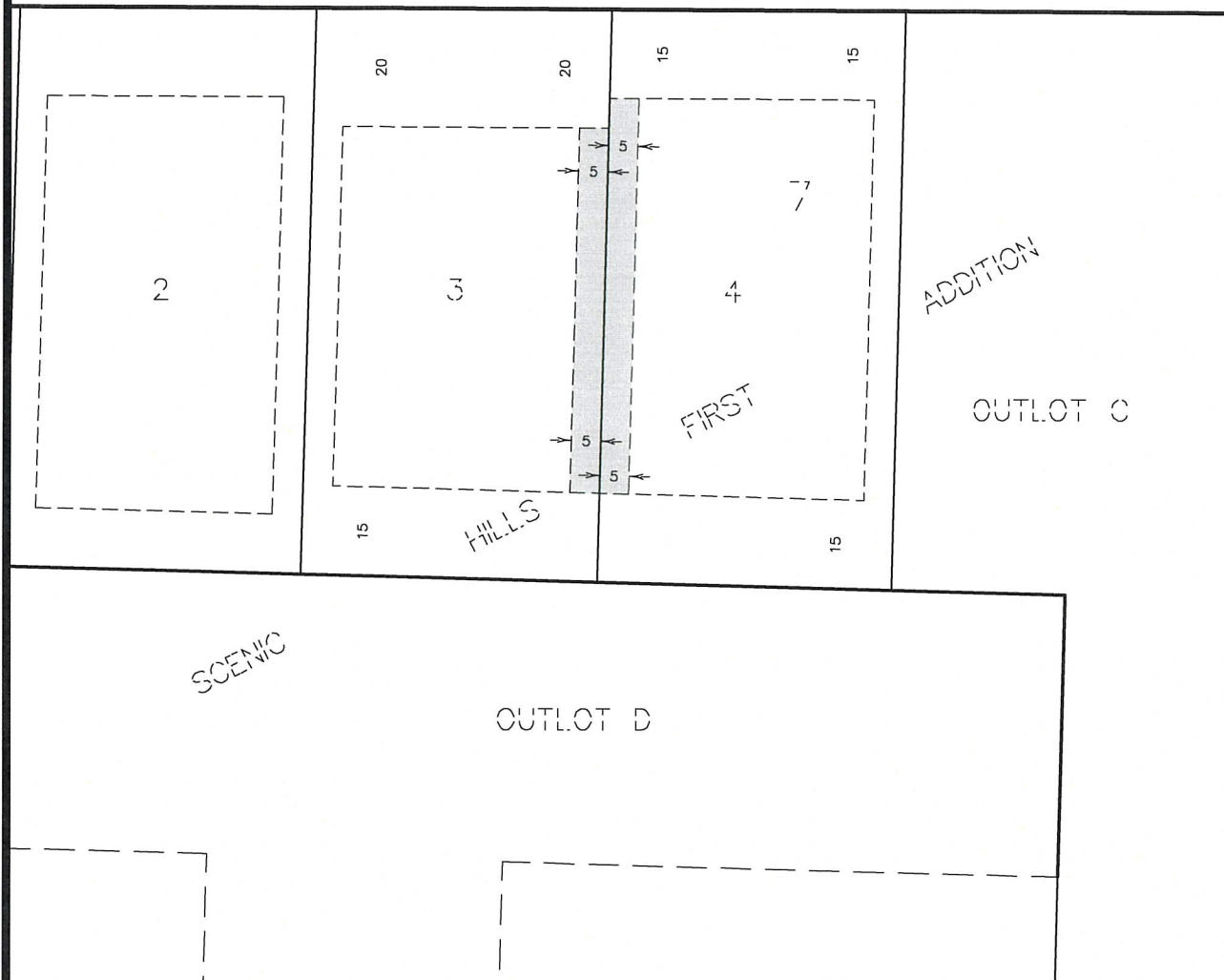
Date: 4-20-21

Folder #: 8580

Drawn by: KSO

Description Sketch for:

Bob Machacek



PROPOSED DESCRIPTION TO VACATE DRAINAGE AND UTILITY EASEMENTS

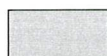
An easement for drainage and utility purposes lying over, under and across all that part of the east 5.00 feet of Lot 3, Block 7, SCENIC HILLS FIRST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, lying south of the north 20.00 feet thereof and lying north of the south 15.00 feet thereof.

Together with:

An easement for drainage and utility purposes lying over, under and across all that part of the west 5.00 feet of Lot 4, Block 7, said SCENIC HILLS FIRST ADDITION, lying south of the north 15.00 feet thereof and lying north of the south 15.00 feet thereof.

* This sketch does not purport to show the existence or nonexistence of any encroachments from or onto the hereon described land, easements of record or unrecorded easements which affect said land or any improvements to said land.

Not to Scale



Denotes proposed easement vacation

Sheet
1 of 1

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

Cad File: 120132-EASEMENT
VACATION.dwg

Date: 4-20-21

Folder #: 8580

Drawn by: KSO

Description Sketch for:

Bob Machacek

**Request for Council Action****TITLE:** Keehun Nam - Case No. 21-38V

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Consider a Resolution relating to a Variance from the shoreland setback for a deck addition for the property located at 4709 Babcock Trail.

- Requires a 3/5th's vote.
- 60-day deadline: July 16, 2021 (first 60-days)

SUMMARY:

The applicant is requesting a variance from the shoreland setback to construct a deck onto the existing home. The property abuts Stark Lake (aka Golf Course Pond) identified as DNR ID 19-49P. This lake is a recreational development lake, requiring a 75-foot building setback from the ordinary high water (OHW) mark. The property is also located along a collector street requiring a 40-foot front yard setback. Due to the large setback from a collector street and the setback from the lake any reasonable size deck would require a variance. The home, built in 2020, was able to be constructed complying with setback requirements. The applicant is requesting a 16'x18' deck on the north side of the home. About five feet of the deck would be encroaching within the 75-foot setback requirement from the OHW. All other zoning requirements such as front setbacks would be met.

Staff believes the applicant is proposing the addition within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. Adding the deck to the back side of the home would mean the entire deck would be located within the OHW instead of a small portion. One of the functions of setback requirements is to protect the shoreland and maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed deck encroachment does not appear to impact the shoreland, about five feet of the deck would be encroaching into the 75-foot setback. Staff does not believe the deck addition would alter the essential character of the neighborhood as a number of the homes around the lake have encroachments closer to the water than the proposed deck.

Planning Staff: Staff believes the property is unique in that the buildable area is encompassed by the home. The five-foot deck encroachment does not appear to have an adverse impact on the shoreland and it is consistent with the comprehensive plan. Staff recommends approval of the request with the two conditions listed in the resolution.

Planning Commission: At the June 15, 2021 public hearing, the applicant was present. No neighbors testified at the hearing. The Planning Commission recommended approval of the variance request with the conditions listed (8-1).

Attachments: Approval Resolution
Planning staff report

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

RESOLUTION NO. 2021-179

**RESOLUTION APPROVING A VARIANCE TO ALLOW A DECK TO ENCROACH WITHIN
THE 75' SHORELAND SETBACK**

CASE NO. 21-38V
(Keehun Nam)

Property located at 4709 Babcock Trail and legally described as:

**PT OF S 22 ACRES OF NE ¼ OF SE ¼ LYING SW OF C/L CSAH #73 SE OF SE LINE OF LOT
3 BLK 5 GROVELAND PARK EXT & NW OF LINE COME NW COR NE ¼ OF SE ¼ S ON W LINE
999.52 FT TO BEG OF LINE N 68D33M42S E 167.19 N 59D20M27S E 264.31 FT TO C/L CSAH
#73 & THERE TERM SUB TO PARCEL 5 DAKOTA CO R/W MAP 244**

WHEREAS, the afore described property is zoned R-1C, Single-family Residential;

WHEREAS, the afore described property is abutting DNR ID 19-49P;

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 at the June 15, 2021 meeting 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 request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- b. The deck addition does not appear to have an adverse impact on the neighboring properties or the shoreland.

- c. The site is unique in that due to the shoreland setback and abutting a collector street the buildable area on the property is encompassed by the home and any reasonable sized deck would require a variance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a five-foot deck encroachment is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. Final site, grading, and erosion control plans shall be approved by the City Engineer.

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 28th day of June, 2021.

Tom Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO: 21-38V

APPLICANT & PROPERTY OWNER: Keehun Nam

REQUEST: Variance from the shoreland setback

HEARING DATE: June 15, 2021

LOCATION: 4709 Babcock Trail

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single Family Residential

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a variance from the shoreland setback to construct a deck onto the existing home. The property is a riparian lot, abutting Stark Lake (aka Golf Course Pond) identified as DNR ID 19-49P. This lake is a recreational development lake, requiring a 75-foot building setback from the OHW (ordinary high water). The home, built in 2020, was able to be constructed complying with the setback requirements. The applicant is requesting a 16'x18' deck on the north side of the home. About five feet of the deck would be encroaching within the 75-foot setback requirement. All other zoning requirements such as front setbacks would be met.

SPECIFIC REQUESTS

The applicant is requesting the following:

- 1) A **variance** to allow a deck to be constructed about 70 feet from the OHW (ordinary high water) mark whereas 75 feet is required for structure setbacks on a recreational development lake.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property: Single family; zoned R-1C; guided LDR, Low Density Residential

ENGINEERING

Engineering has reviewed the request and takes no exception to the proposed deck.

DNR Review:

The request was sent to the DNR for review; a response has not yet been received.

VARIANCE

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.*

Allowing a deck addition on the property would be in harmony with the general purpose and intent of the comprehensive plan which guides the property single family residential. The proposed addition would meet all other code requirements including impervious surface and setbacks from the side and front property lines

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The applicant is proposing the deck within the most reasonable area of the property that provides the least amount of land alteration while meeting the needs of the applicant. Adding the deck to the rear of the home would mean the entire deck would be located within the OHW instead of a small portion.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The lot configuration is unique; the buildable area of the property is encompassed by the home. Due to the large setback from a collector street and the setback from the lake any reasonable size deck would require a setback variance.

4. *The variance will not alter the essential character of the locality.*

One of the functions of setback requirements is to protect the shoreland and maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed deck encroachment does not appear to impact the shoreland, a deck is not considered impervious surface as water does not run off. About five feet of the deck would be encroaching into the 75-foot setback. Staff does not believe the improvements would alter the essential character of the neighborhood as a majority of the homes around the lake have encroachments closer to the water than the proposed deck.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for this request.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of a **Variance** to construct a deck within the shoreland setback subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. Final site, grading, and erosion control plans shall be approved by the City Engineer.

Rationale: The request is not out of character for the neighborhood and is consistent with the comprehensive plan. The deck encroachment does not appear to have an adverse impact on the shoreland. The property is unique in that the buildable area is encompassed by the home. Due to the large setback from a collector street and the setback from the lake any reasonable size deck would require a setback.

- B. Denial.** If the Planning Commission does not favor the proposed variance, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

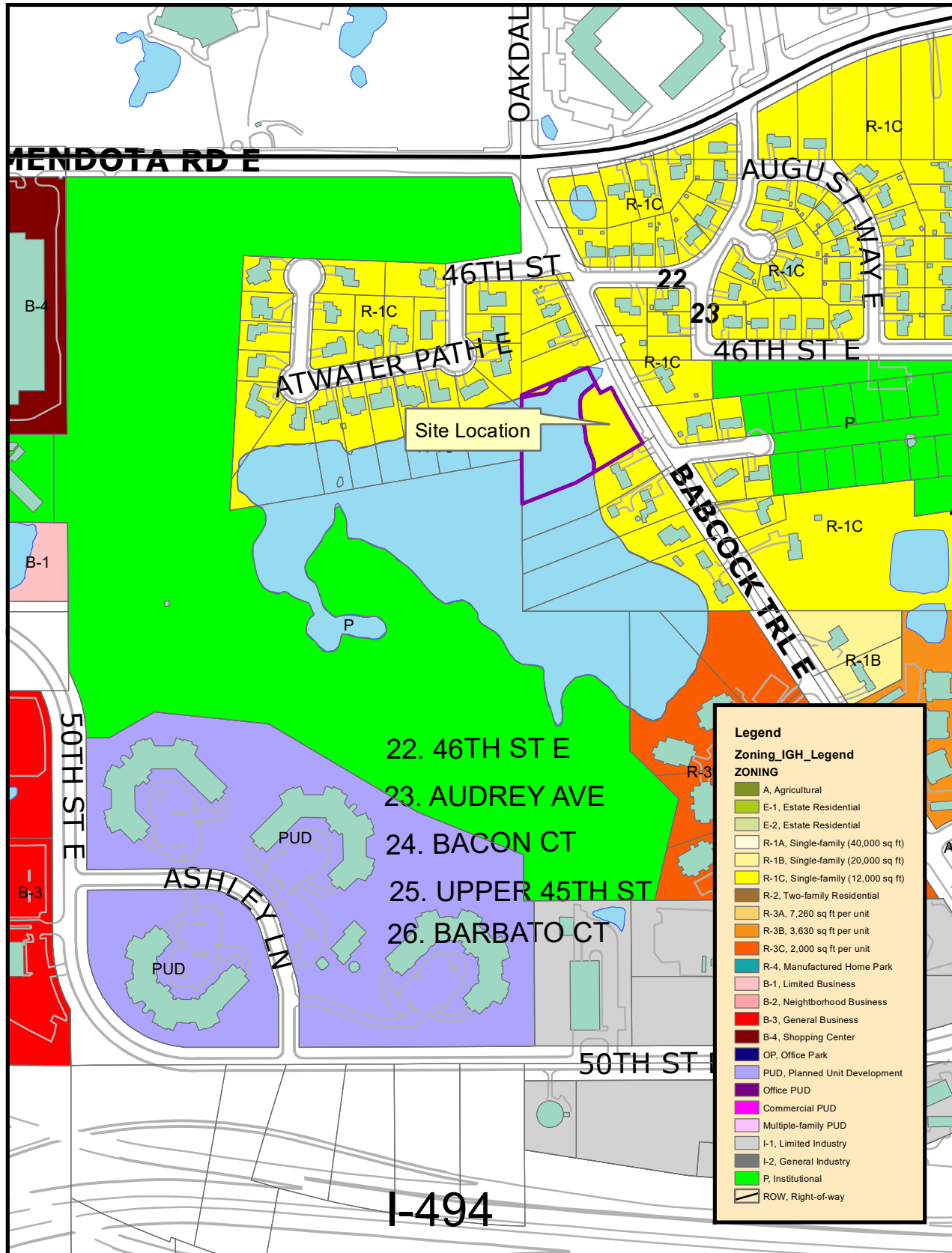
RECOMMENDATION

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the requested variance.

Attachments: Zoning and Location Map
Narrative
Elevation
Site Plan



4709 Babcock Trail Case No. 21-38V



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED RECORD OF INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
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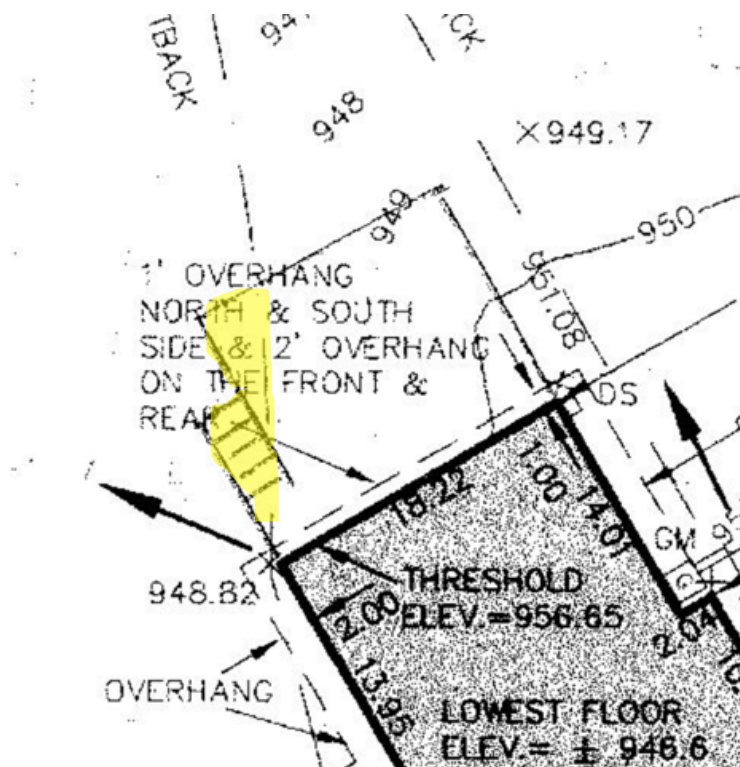
Exhibit A
Zoning and Location Map

Map not to scale

Request for residential variance at 4709 Babcock Trail, Inver Grove Heights, MN 55077

We are looking to receive a variance from the City of Inver Grove Heights in order to build a reasonable, normal looking, and functional deck for our home. We have strived to achieve a balance between having a rectangular, functional deck while not extending too much into the 75' setback.

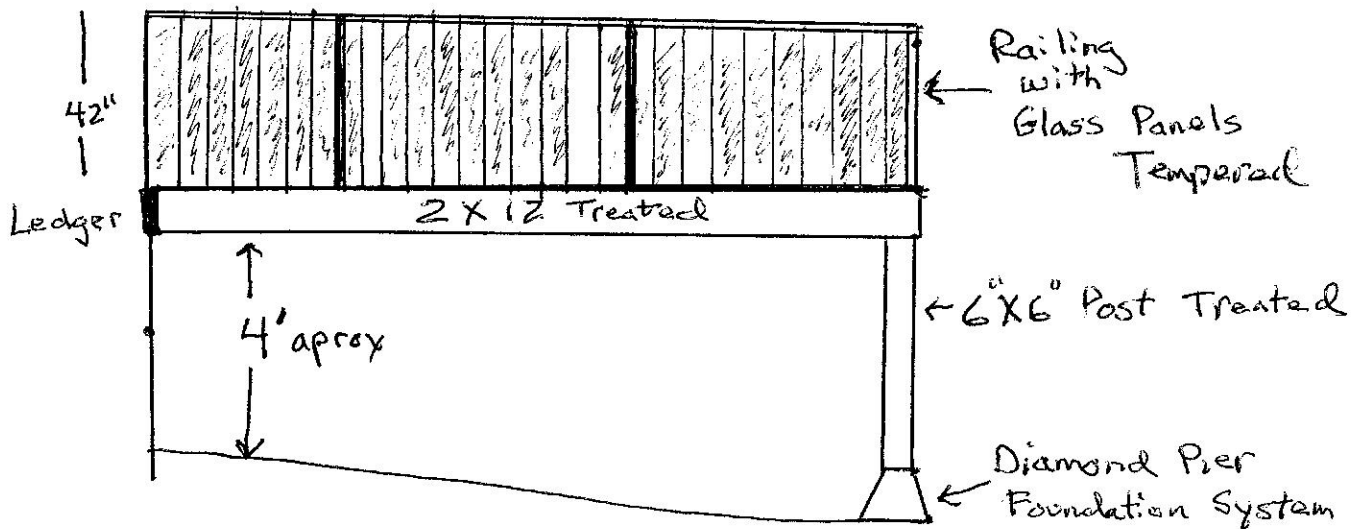
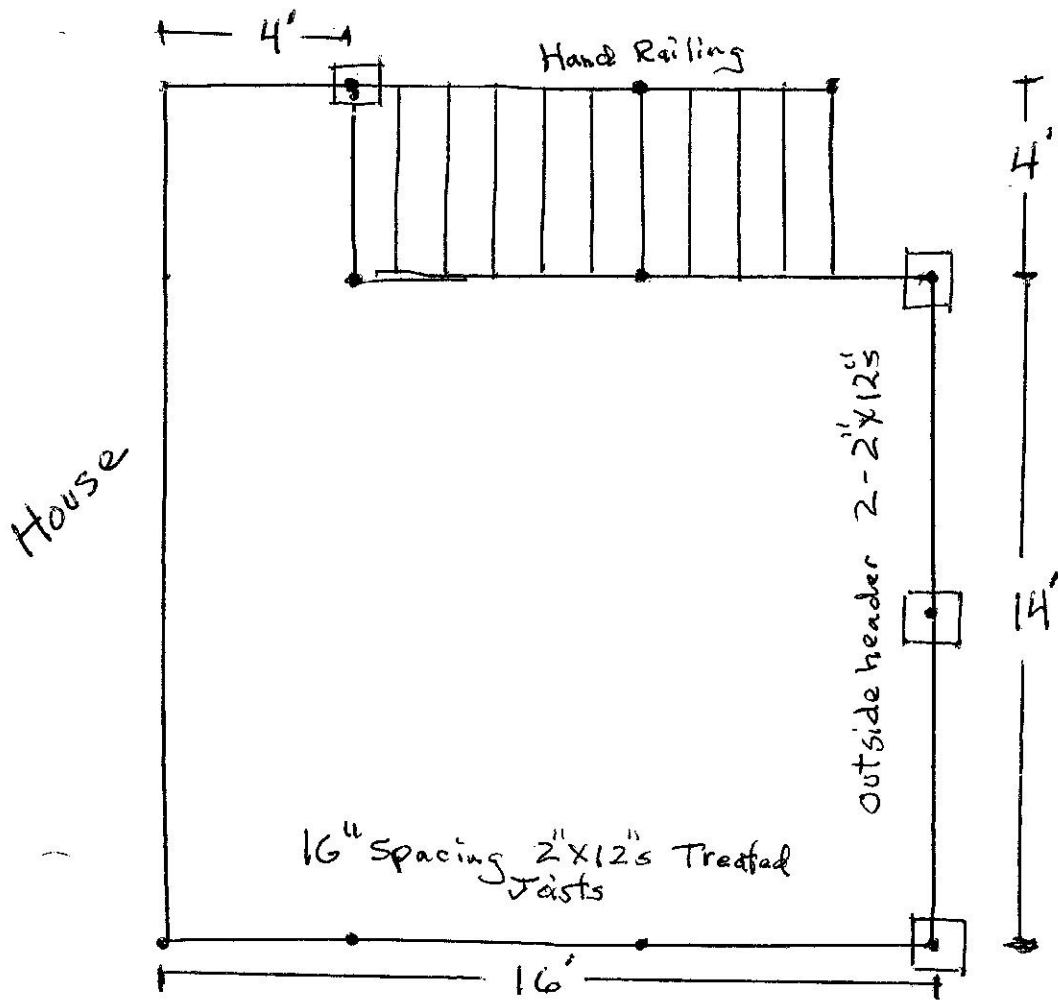
Our design extends into the setback area only by a few feet. Most of what goes into the setback area will be the stairs and just a very small corner of the deck, which is highlighted here:



The deck will be approximately 6 feet off the ground, so it should not be affected by flooding, especially as Lake Stark is a controlled pond with drainage.

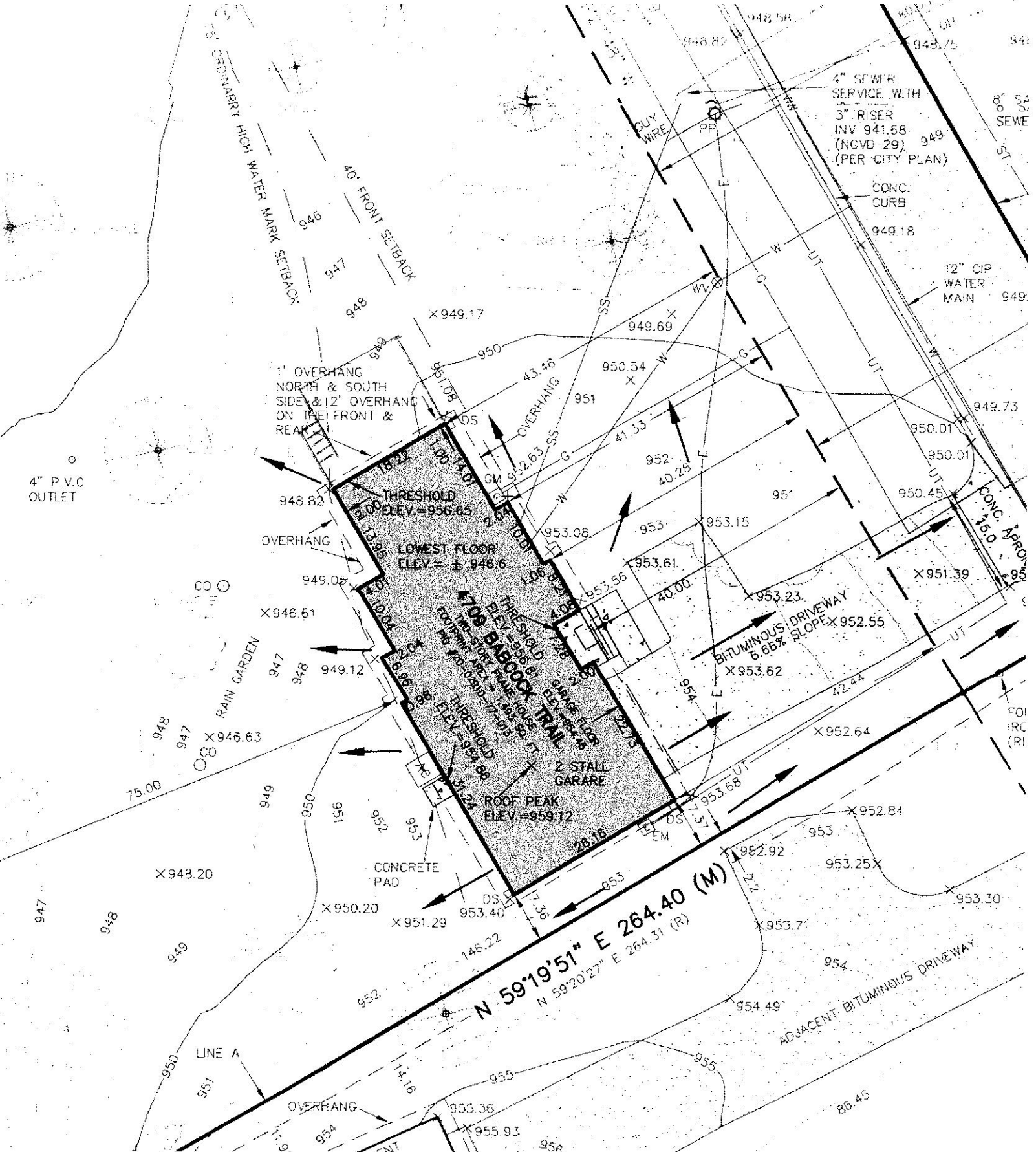
We hope that this is a reasonable request and that it will be approved. This deck will greatly improve both the usability as well as the enjoyment of the land, especially because we could not build a deck on the back of the house as is normal. Thank you for your consideration.

4709 Babcock Trail



4709 Babcock Trail, Inver Grove Heights, MN 55077

PT OF S 22 ACRES OF NE 1/4 OF SE 1/4 LYING SW OF C/L CSAH #73 SE OF SE LINE OF LOT 3 BLK 5 GROVELAND PARK EXT & NW OF LINE COM NW COR NE 1/4 OF SE 1/4 S ON W LINE 999.52 FT TO BEG OF LINE N 68D33M42S E 167.19 FT N 59D20M27S E 264.31 FT TO C/L CSAH #73 & THERE TERM SUBJ TO PARCEL 5 DAKOTA CO R/W MAP 244



**Request for Council Action****TITLE:** Builders Lot Group/ Eagles Landing - Case No. 21-32S

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	X
Item Type:	Consent Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Approve a Resolution relating to a Final plat of Eagles Landing located at 2655 70th Street.

- Requires a 3/5th's vote.
- 60-day deadline: July 3, 2021 (first 60 days)

SUMMARY:

The applicant is proposing the final plat for Eagles Landing, an 11-lot, one outlot subdivision located west of North Valley Park. The City Council approved the preliminary plat on February 8, 2021.

The plat and development plans are consistent with the preliminary plans. The final plan set satisfies or is in the process of satisfying the 16 conditions of preliminary approval.

Engineering has reviewed the plans and continues to work through the details of the final plan set with the applicant. A stormwater facilities maintenance agreement, development agreement and other related agreements shall be executed between the City and the applicant relating to the location of proposed improvements and stormwater control on the property. These agreements will be in front of Council at a later date.

RECOMMENDATION:

City Staff: Recommends approval of the plat and final plan set with the four conditions listed in the attached resolution.

Planning Commission: At the June 15, 2021 Planning Commission meeting, the applicant was present. No neighbors testified at the meeting. The Planning Commission recommended approval of the request with the conditions listed in the attached resolution (9-0).

Attachments: Final Plat Resolution
Final Plat
Planning Report

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

RESOLUTION NO. 2021-180

A RESOLUTION APPROVING THE FINAL PLAT FOR THE PLAT OF EAGLES LANDING

**CASE NO. 21-32S
(Builders Lot Group)**

WHEREAS, a Final Plat application has been submitted to the City for property legally described as;

The East 295 feet of the South 810 feet of the West 60 rods of the West 1/2 of the Southeast 1/4 of Section 4, Township 27, Range 22, Dakota County, Minnesota

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on February 8, 2021;

WHEREAS, the final plat application satisfies the pertinent conditions of preliminary plat approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat is hereby approved subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Final Plat	
Final Site Plan	dated 6/18/21
Grading and Erosion Control Plan	dated 6/16/21
Overall Utility Plan	dated 6/16/21
Landscape Plan	dated 6/9/21
Tree Preservation Plan	dated 6/9/21

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
3. Prior to any work commencing on the site, the developer shall enter into a development contract and other related agreements with the City. The required agreements will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this plat.
4. A park dedication fee equal to \$28,500 (\$2,850 x 10) shall be paid to the City prior to release of the final plat.

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

Passed this 28th day of June, 2021.

AYES:

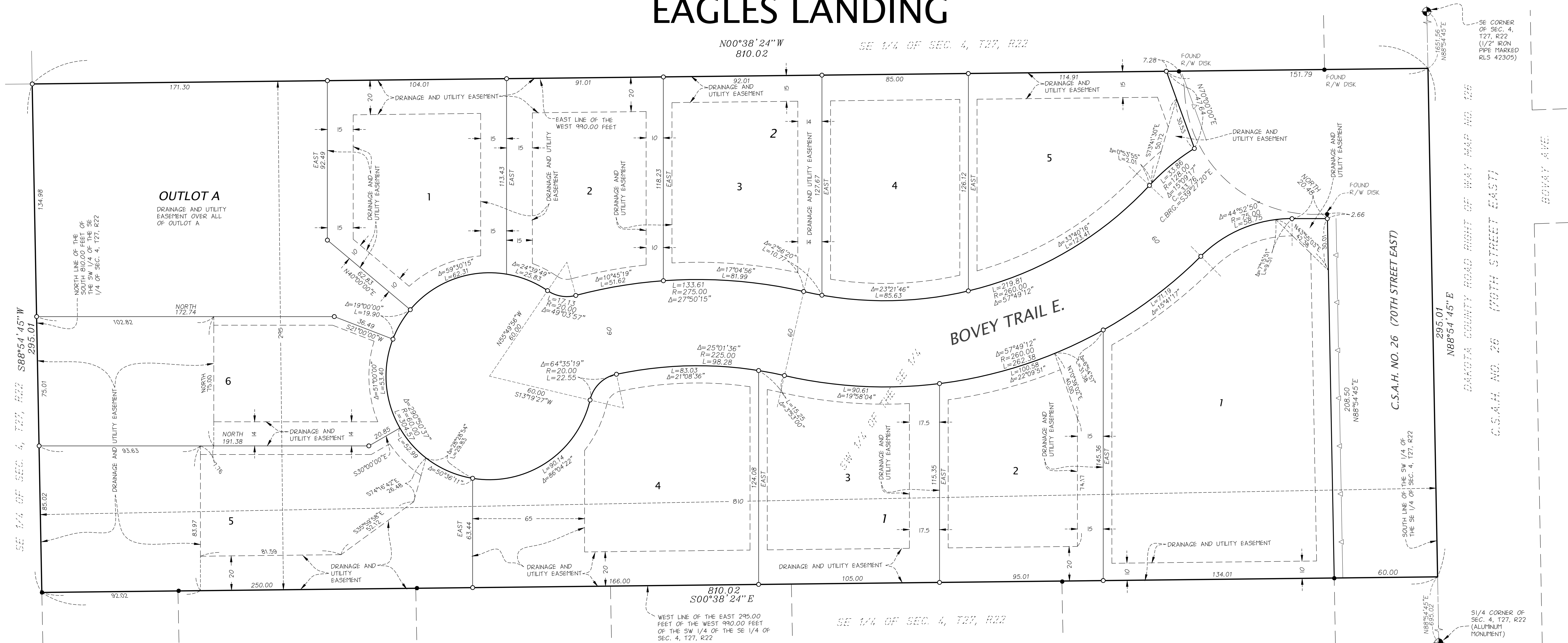
NAYS:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

EAGLES LANDING



KNOW ALL PERSONS BY THESE PRESENTS: That Builders Lot Group, LLC, a Minnesota limited liability company, owner of the following described property:

The east 295 feet of the south 810 feet of the west 60 Rods of the west 1/2 of the Southeast 1/4 of Section 4, Township 27, Range 22, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as EAGLES LANDING and does hereby dedicate to the public the ways and the easements for drainage and utility purposes as created by this plat.

In witness whereof said Builders Lot Group, LLC, a Minnesota limited liability company, has caused these presents to be signed this _____ day of _____, 20____.

SIGNED: BUILDERS LOT GROUP, LLC

By _____, Melvin Moore, chief manager.

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Melvin Moore, chief manager, Builders Lot Group, LLC, a Minnesota limited liability company.

Notary Public _____ County, _____
My Commission Expires _____, 20____.

I, Daniel L. Thurmes do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Daniel L. Thurmes, Licensed Land Surveyor
Minnesota License No. 25718

STATE OF MINNESOTA
COUNTY OF WASHINGTON
This instrument was acknowledged before me this _____ day of _____, 20____, by Daniel L. Thurmes, a Licensed Land Surveyor.

Notary Public _____ County, _____
My Commission Expires _____, 20____.

PLANNING COMMISSION, INVER GROVE HEIGHTS, MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20____.

By: _____, Chair

By: _____, Secretary

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA

This plat of EAGLES LANDING was approved and accepted by the City Council of the City of Inver Grove Heights, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____, and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____, Mayor

Attest: _____, City Clerk

COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By: _____
Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD OF COMMISSIONERS

We do hereby certify that on the 9th day of March, 2021, the Board of Commissioners of Dakota County, Minnesota, approved this plat of EAGLES LANDING, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____, Chair
Attest: _____, Chair
County Treasurer - Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, DAKOTA COUNTY MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

By: _____
Amy A. Koethe, Director
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA COUNTY, STATE OF MINNESOTA

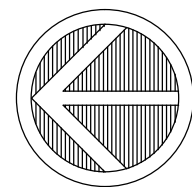
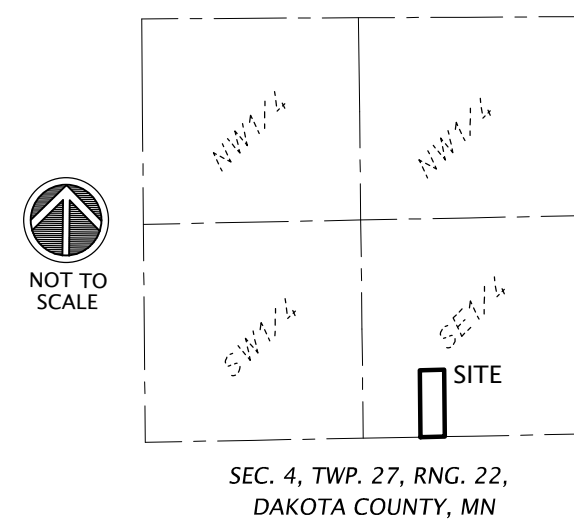
I hereby certify that this plat EAGLES LANDING was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ .M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____.

By: _____
Amy A. Koethe, County Recorder

LEGEND

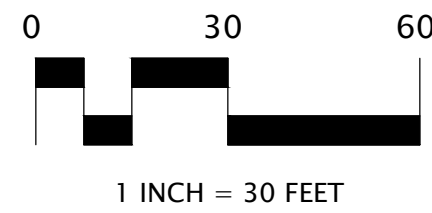
- Denotes found 1/2 inch iron pipe with no cap unless otherwise noted.
- Denotes 1/2 inch x 14 inch iron pipe set and marked with Minnesota License No. 25718 (monuments to be set within one year after recording of the plat)
- △— Denotes restricted access to Dakota County per the Dakota County Contiguous plat Ordinance.

VICINITY MAP

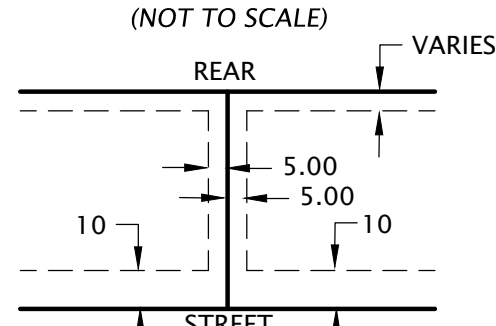


NORTH

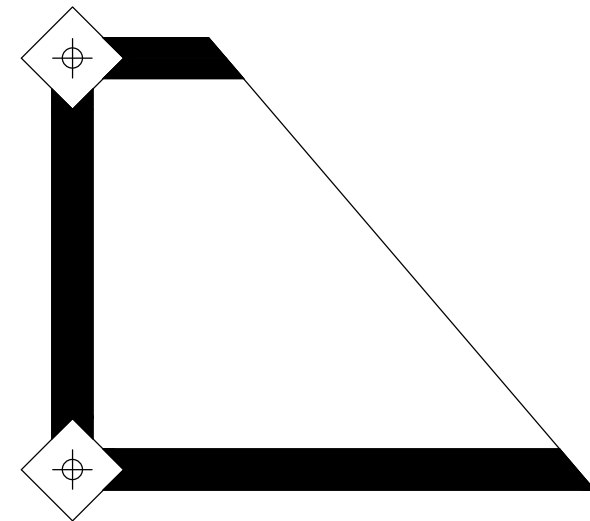
For the purposes of this survey the south line of the SW 1/4 of the SE 1/4 of Section 4, T27, R22 Dakota County, Minnesota is assumed to bear N88°54'45"E.



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS: (NOT TO SCALE)



BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AND BEING 5.00 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING VARIABLE WIDTH ADJOINING REAR LOT LINES UNLESS OTHERWISE SHOWN ON THE PLAT.



CORNERSTONE
LAND SURVEYING, INC.



PLANNING REPORT

CASE NO: 21-32S

APPLICANT: Builders Lot Group – Eagles Landing

PROPERTY OWNERS: Marc Esparza

REQUEST: Final plat for Eagles Landing

HEARING DATE: June 15, 2021

LOCATION: 2655 70th Street

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, single-family residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant has submitted a final plat request for the subdivision to be known as Eagles Landing. The project consists of 11 lots, and one outlot. There is an existing single-family home on one of the lots and 10 new single-family lots.

The City Council approved the preliminary plat and development plans on February 8, 2021 with 16 conditions. The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 16 conditions. A copy of the resolution approving the preliminary plans is attached.

SPECIFIC REQUESTS

The application consists of a Final Plat for an 11-lot, one outlot single-family subdivision to be known as Eagles Landing.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North - Residential; zoned R-1A, single-family; guided LDR, Low density residential
East - North Valley Park; zoned P, Institutional; guided Public Open Space
West - Residential; zoned R-1,C single-family; guided LDR, Low density residential
South - Residential; zoned R-1A, single-family; guided LDR, Low density residential

EVALUATION OF THE REQUEST

Engineering. City Engineering has reviewed the plans and is also utilizing Barr Engineering to review the stormwater plans. As proposed the majority of stormwater runoff from the Project would be collected by storm sewer or surface flow paths and discharged to an infiltration basin located in the northeast corner of the Project. An outlet control structure (OCS) would control discharge from the basin to the existing stormwater flow path to North Valley Park.

A development contract, storm water facilities maintenance agreement and other related agreements are required to be executed between the City and the developer prior to the release of the final plat. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are substantially similar with the preliminary plans approved by Council.

Condition # 2. A park dedication fee equal to \$28,500 (\$2,850x10) shall be paid to the City prior to release of the final plat. To be collected prior to the release of the final plat.

Condition # 3. The applicant and the City shall discuss how to mitigate possible future noise issues from North Valley Park and 70th Street prior to the final plat submittal, which may include notification to the purchaser by the developer. The applicant will disclose that such noise is a possibility so that buyers are fully aware of the potential issue when they purchase a property.

Condition # 4. Prior to final plat approval, the final grading, drainage and erosion control, utility plans and storm water satisfied. The applicant is working with the Engineering Department on final approvals.

Condition # 5. Drainage and Utility easements shall be provided on the final plat as required by the Director of Public Works. The plat provides for easements over Outlot A and all required perimeter easements. This condition has been satisfied.

Condition # 6. A development contract and related agreements shall be approved by the City Council with the approval of the final plat. A meeting with the developer will be set up prior to council review to address obligations to be covered in the developer agreement. The developer will be required to enter into a development contract and related documents with the City for all of the storm water features and improvements on the property.

Condition # 7. Street Lighting shall be required as identified by the City Engineer.
Streetlights, as required, will be installed by the developer. This will be addressed in the development contract.

Condition # 8. A tree preservation plan shall be submitted and approved with the final plat. The landscape plan must be modified to meet the requirements of both the street tree requirement and tree preservation reforestation. The final grading plan saved some of the existing trees. The amount of required tree replacement is the equivalent of 404 caliper inches. The landscape plan reflects all required tree preservation. The plan shall be revised to include an additional 10 trees to comply with the landscaping requirements.

Condition # 9 A separate final plat application will be required to be submitted for City Council approval. The applicant must record the final plat within 90 days of City Council approval.
The City Attorney's office will work with the developer and city staff to ensure all documents are recorded.

Condition #10. The final plat, development contract, and related agreements shall be filed with Dakota County prior to any building permits being issued for the site. The City Attorney's office will work with the developer and city staff to ensure all documents are recorded prior to the issuance of building permits.

Condition # 11 The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence. The City Engineer has indicated the plans have generally addressed the comments from the City Engineering Department and city's consultants.

Condition # 12 All final development plans shall be subject to the review and approval of the City Fire Marshal. The Fire Marshall reviewed the plans and does not have any issues with street design or access for emergency vehicles.

Condition # 13 The approval of the final plat is subject to the review and approval from Dakota County Surveyors. Dakota County reviewed and approved the final plat as presented.

Condition # 14 All required Dakota County permits shall be applied for by the applicant prior to any work being done in the right-of-way. This condition will be met prior to work being done in the County right-of-way.

Condition # 15 The traffic study being done by the applicant shall be submitted with the final plat for review. The developer submitted the traffic study, it is included with this packet for review.

Condition # 16 Upon receipt of an application for final plat approval, the final plat application shall first be referred to the planning commission for review and recommendation prior to its submission to the Council for consideration of approval. This condition has been satisfied.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

A. Approval. If the Planning Commission finds the application to be acceptable, the following actions should be recommended for approval:

- Approval of the **Final Plat** of Eagles Landing subdivision subject to the following conditions:
 1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Final Plat	
Final Site Plan	dated 5/3/21
Grading and Erosion Control Plan	dated 5/3/21
Overall Utility Plan	dated 5/3/21
Landscape Plan	dated 6/7/21
Tree Preservation Plan	dated 6/7/21
 2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
 3. Prior to any work commencing on the site, the developer shall enter into a development contract and other related agreements with the City. The required agreements will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this plat.

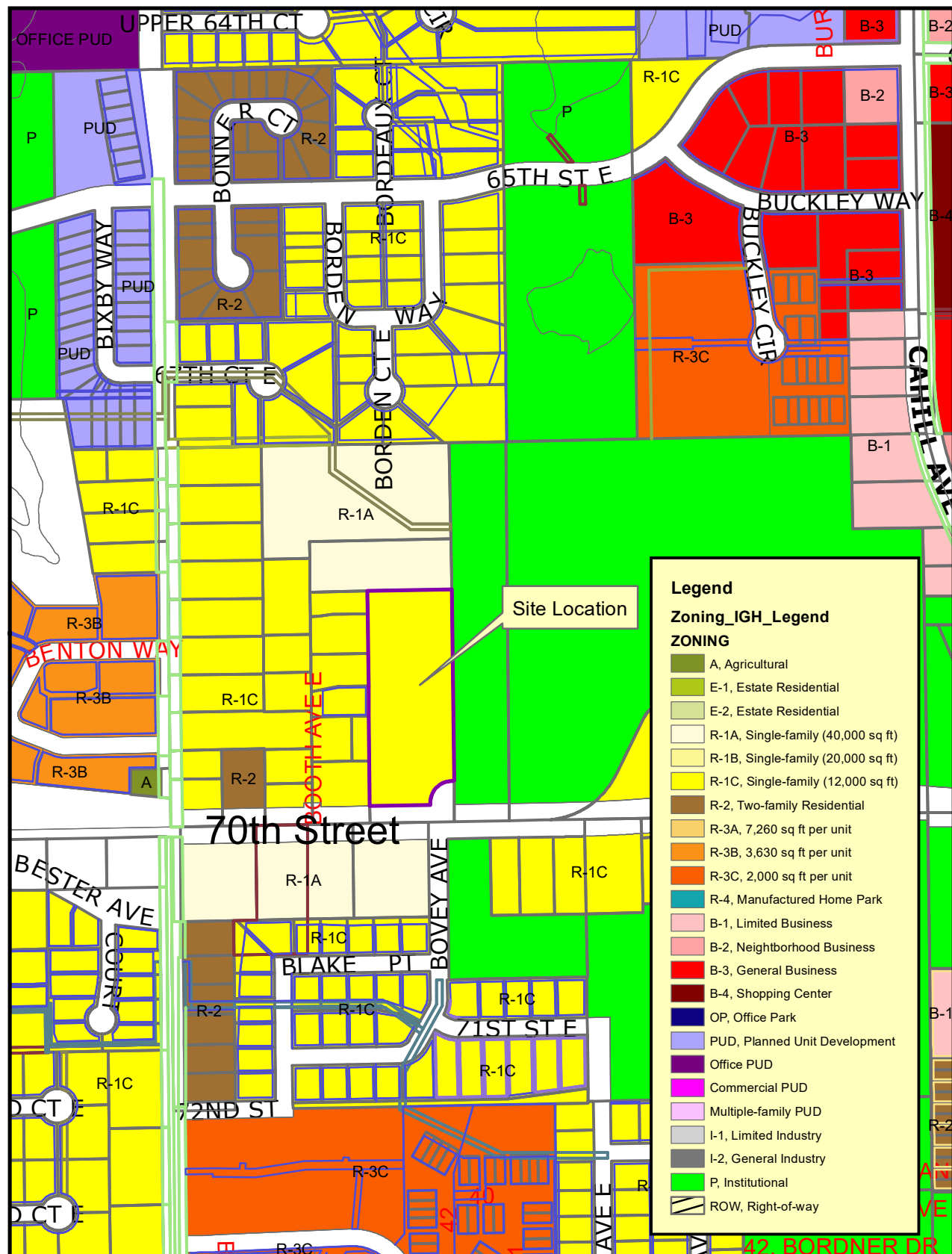
B. Denial. If the Planning Commission does not favor the proposed variance request, it should be recommended for denial. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, Planning and Engineering recommend approval of the final plat for Eagles Landing subject to the conditions stated above.

Attachments: Exhibit A - Site/Zoning Map
Exhibit B - Narrative
Exhibit C - Final Plat
Exhibit D- Grading Plan
Exhibit E - Site Plan
Exhibit F - Landscaping and Tree Preservation
Exhibit G - Preliminary Plat Resolution
Exhibit H - - Traffic Study

2655 - 70th Street



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Map produced by the City of Inver Grove Heights GIS Dept.
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Zoning and Location Map Exhibit A

Map not to scale



9531 West 78th Street, Suite 135
Eden Prairie, MN 55433

NARRATIVE FOR EAGLES LANDING FINAL PLAT APPLICATION

SITE INFORMATION AND OWNERSHIP

Current Owner: Mark Esparza
Property Address: 2655 70th Street East, Inver Grove Heights, MN 55077
Property IDs: 20-00400-81-030

DEVELOPMENT TEAM

Applicant & Developer: Builders Lot Group, LLC., Melvin Moore, Steven Soltau, Dwayne Sikich
Single-Family Builder: To be Determined.
Civil Engineer: Sambatek Inc., Eric Luth

PURPOSE AND INTENT

Builders Lot Group, LLC is pleased to present to the City of Inver Grove Heights its proposal for the development of 5.5-acre parcel located adjacent to the west boundary of North Valley Park. The proposal consists of a ten (10) lot single-family subdivision, and one (1) Outlot for stormwater filtration purposes, as shown on the draft final plat included with this narrative. This 10-lot proposal results in less tree and soil disturbance than the initial 12 lot proposal, and based on discussions with the neighbors, there is a collective agreement that the 10-lot proposal is the better option for development. The neighborhood will be accessed on the south from 70th Street at the location of existing park access road. The developer has proposed a T-intersection to allow for a new access to the North Valley Park as well some room for vehicle staking to turn on to 70th Street.

It is anticipated that grading operations could commence following final plat approval with street and utility construction in the late summer and fall of 2021. Home construction will begin with early models and spec. homes to allow opening with the completion of private utilities and initial road construction. Depending on market demand, full buildout is anticipated in approximately 2.5 years following this commencement of construction.

DEVELOPMENT STANDARDS

The existing AND proposed zoning for this project is R-1C, as such this proposal shall not require rezoning of the property. With R-1C zoning, the minimum lot width is 85' at the setback and an lot area of 12,000 SF for interior lots. After multiple iterations, the revised lot layout (see attached draft final plat) will only require minimum lot area variances for LOTS 2, 3, & 4, BLOCK 2 and minimum lot width variance for LOT 6, BLOCK 1 for this 10-lot plat. These four variances were approved by the City Council as part of the Preliminary Plat resolution. Dakota County has since determined that turn lane is not required for this development or the park access.

ARCHITECTURAL DESIGN GUIDELINES

The architectural design guidelines and standards outlined within this development reflect the desire for a heightened quality of materials, sustainable design elements, and architectural character of

the proposed neighborhood. The general guidelines outlined in the City of Inver Grove Heights Zoning Ordinance shall apply. The proposed design guidelines required by the developer are considerably more restrictive than those defined by the City of Inver Grove Heights Zoning Ordinance, the guideline requirements of this PUD shall govern.

Construction partners for the single-family homes will offer a range of homes from approximately 3,500 sq.ft. to over 5,000 sq.ft. with a variety of housing types with options including single-level, multi-level, and two-story homes with attached 3 to 4-car garages and typically 4-6 bedrooms. An exhibit of some example front elevations is included at the end of this narrative. No accessory buildings of any kind will be allowed per Covenants.

NEIGHBORHOOD INPUT

Two (2) separate neighborhood meetings were conducted, via Zoom, for this project and we received significant, valuable input from the community. The original concept plan for development included twelve (12) lots, which would have complied with city ordinances, and required no variances, but also included more grading and retaining walls to be constructed. That proposal, along with the ten (10) lot proposal which does require variances from the city, were both presented to the community at the second neighborhood meeting, and several matters related to both options were discussed. A summary of the comments and points of discussion from that meeting are also submitted with the application.

Builders Lot Group, LLC has taken all of the above matters that were discussed with the community, and incorporated most, if not all of them in the current proposal for a ten (10) lots project. Those items that are not directly related to the plat itself (ie. Types of homes to be built on certain lots and restrictions regarding future subdivision of lots) have been and will be incorporated into agreements with the future buyers of the lots and included in the declaration which Builders Lot Group, LLC will file on the property at the time of the recording of the plat.

As the City is aware, BLG cannot control the noise issues that emanate from the adjacent park, however we will disclose that such noise is a possibility so that buyers in the community are fully aware of that potential issue when they purchase a property.

We look forward to continuing to work with the city and the neighbors to develop a project that all parties can be proud of.

COMMUNITY MEETING NOTES

The second planned neighborhood meeting for Peltier Reserve was held on February 14th, 2021 via Zoom and the following is a summation of the general comments received at that meeting. There were approximately 17 neighbors that attended all or a portion the recorded virtual meeting:

The objective of the meeting was to discuss concerns from the homeowners (neighbors living on Booth Avenue) and to mitigate issues where possible relative to their concerns. The meeting began with discussing a concept plan that would comply with IGH city's minimal lot size requirements for the subject area. This plan would not require variances but would substantially impact the natural landscape of the subject property and require retaining walls along the neighboring property on Booth Avenue. This concept plan provides for more homes in the development; however, it is not the direction that the neighbors or the developer feel is in the best interest of the community. A 10-lot development with variances may be a better alternative. The neighbors would like to omit the concept plan of 12 lots without variances in place of the previous concept plan with 10 lots with variances subject to the following conditions.

1. Developer to demonstrate an acceptable plan to the city whereas the maintenance for the infiltration basin is described in the covenants for the future development (HOA) future maintenance is adopted by the developer's agreement through the city.
2. Adding approximately 5 feet to the property lines of Lot 6 and 7 by moving the lot line of Lot 5 further east by 10 feet, if possible.
3. Developers to plant trees along the property line where possible, adding screening from the future development to the properties on Booth Avenue. If desired, homeowners on Booth Court will be provided up to eight trees each at two caliper inches to plant on their property, adding screening in locations of their choosing.
4. A provision will be placed on the title and a disclaimer will be provided to homeowners addressing the potential park and pickle ball noise that may occur as a result of living in the new development. These documents will be drafted by legal counsel and presented to the city to be adopted as a part of the plat.
5. The covenants and the deed would restrict further subdivision of this property, including but not limited to, the existing home site.
6. If possible, Lots 8, 9, and 10 would increase in size by reducing the backyard of the existing home.
7. Matt, a homeowner on Booth Court, with the developer and builders, to reach an agreement to construct model/spec homes on Lots 8, 9, and 10 with home designs of split entries, tri-level splits, or ramblers. This agreement will be adopted as part of the covenants for home profiles on the aforementioned lots.
8. Developer will adhere to signage requirements by the city for public safety, including but not limited to, stop signs. Signage will be located where required by the city.
9. Mr. Netzell will provide a draft of the proposed legal documents incorporating the items listed above for review by the neighbors. If adopted, a resolution outlining the agreement between the developer and the neighbors will be presented to City Council during the next meeting in February.

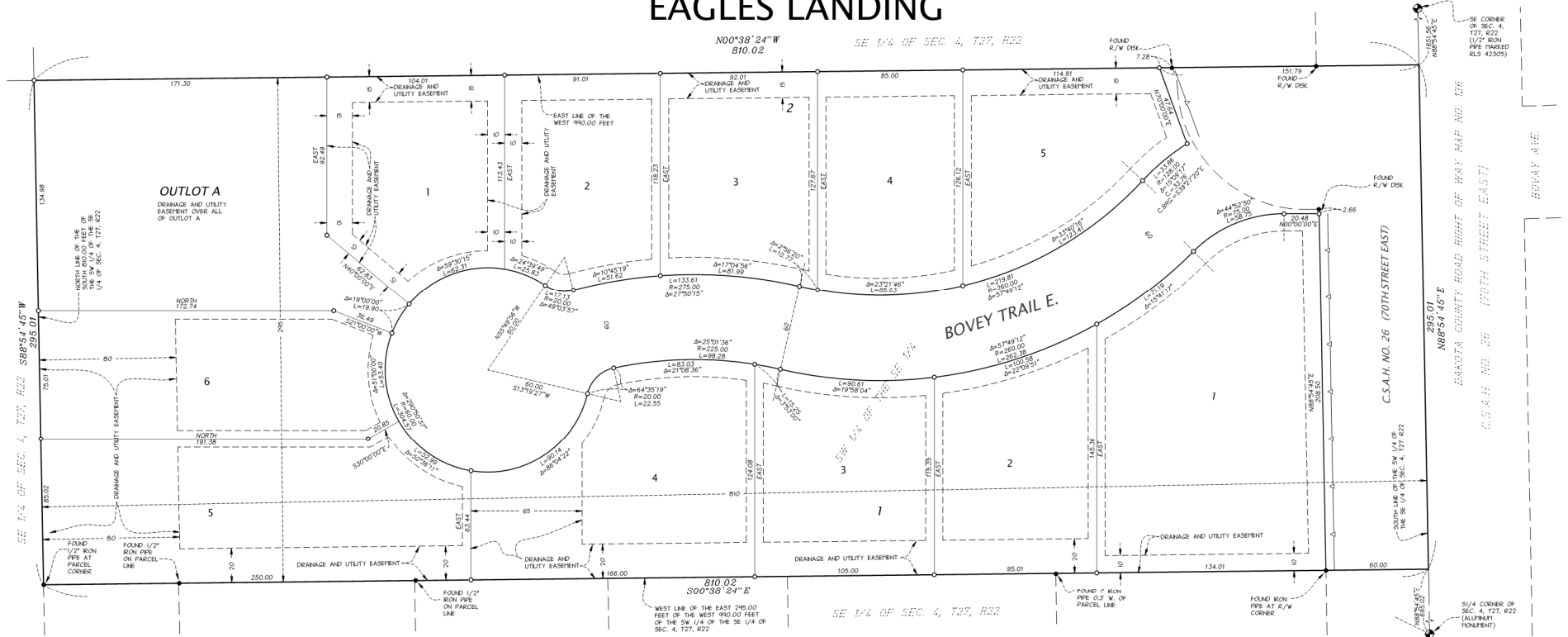
10. The developer and neighbors meet again in January via a Zoom meeting to be scheduled by Mr. Netzell to discuss any other final matters.

11. Upon receipt, a copy of the traffic study will be provided to the neighbors.

12. The pickle ball noise is not an impact to the neighbors on Booth Court. As a result, mitigation of noise from the pickle ball court or otherwise will be addressed by legal documents, including but not limited to, the purchase agreement addendum, title, deed, and covenants.

Also included with this narrative is a copy of an e-mail which was received from Matt Mikel after the last neighborhood meeting. In that e-mail, he confirms that he has "no issues" with the ten (10) lot proposal, after consideration of the items discussed and agreed to with the neighbors. While we do not speak for any of the neighbors directly, the e-mail from Mr. Mikel summarizes the opinions and comments that were received from the neighbors at the second neighborhood meeting. No opposition to the ten (10) lot proposal was received at the second meeting, after agreement to the matters discussed above.

EAGLES LANDING



KNOW ALL PERSONS BY THESE PRESENTS: That Builders Lot Group, LLC, a Minnesota limited liability company, owner of the following described property:

The east 295 feet of the south 81.0 feet of the west 60 Rods of the west 1/4 of the Southeast 1/4 of Section 4, Township 27, Range 22, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as EAGLES LANDING and does hereby dedicate to the public the ways and the easements for drainage and utility purposes as created by this plat.

In witness whereof said Builders Lot Group, LLC, a Minnesota limited liability company, has caused these presents to be signed this _____ day of _____, 20____.

SIGNED: BUILDERS LOT GROUP, LLC
By _____, Melvin Moore, chief manager.

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Melvin Moore, chief manager, Builders Lot Group, LLC, a Minnesota limited liability company.

Notary Public _____ County, _____
My Commission Expires _____

I, Daniel L. Thurmes do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Daniel L. Thurmes, Licensed Land Surveyor
Minnesota License No. 25718

STATE OF MINNESOTA
COUNTY OF WASHINGTON
This instrument was acknowledged before me this _____ day of _____, 20____, by Daniel L. Thurmes, a Licensed Land Surveyor.

Notary Public _____ County, _____
My Commission Expires _____

PLANNING COMMISSION, INVER GROVE HEIGHTS, MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20____.

By _____, Chair
By _____, Secretary

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA

This plat of EAGLES LANDING was approved and accepted by the City Council of the City of Inver Grove Heights, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____, and is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor
Attest: _____, City Clerk

COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By _____, Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD OF COMMISSIONERS

We do hereby certify that on the 9th day of March, 2021, the Board of Commissioners of Dakota County, Minnesota, approved this plat of EAGLES LANDING, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By _____, Chair Attest _____, Chair
County Treasurer - Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, DAKOTA COUNTY MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

By _____, Amy A. Koethe, Director
Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA COUNTY, STATE OF MINNESOTA

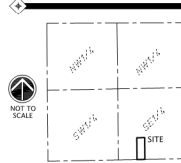
I hereby certify that this plat EAGLES LANDING was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____.

By _____, Amy A. Koethe, County Recorder

LEGEND

- Denotes found 1/2 inch iron pipe with no cap unless otherwise noted.
- Denotes 1/2 inch x 1/4 inch iron pipe set and marked with Minnesota License No. 25718 (monuments to be set within one year after recording of the plat)
- Denotes restricted access to Dakota County per the Dakota County Contiguous plat Ordinance.

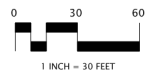
VICINITY MAP



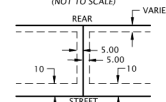
NOT TO SCALE



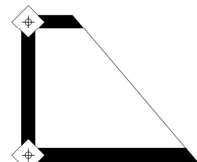
For the purposes of this survey the south line of the SW 1/4 of the SE 1/4 of Section 4, T27, R22 Dakota County, Minnesota is assumed to bear N88°54'45\"/>



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS: (NOT TO SCALE)

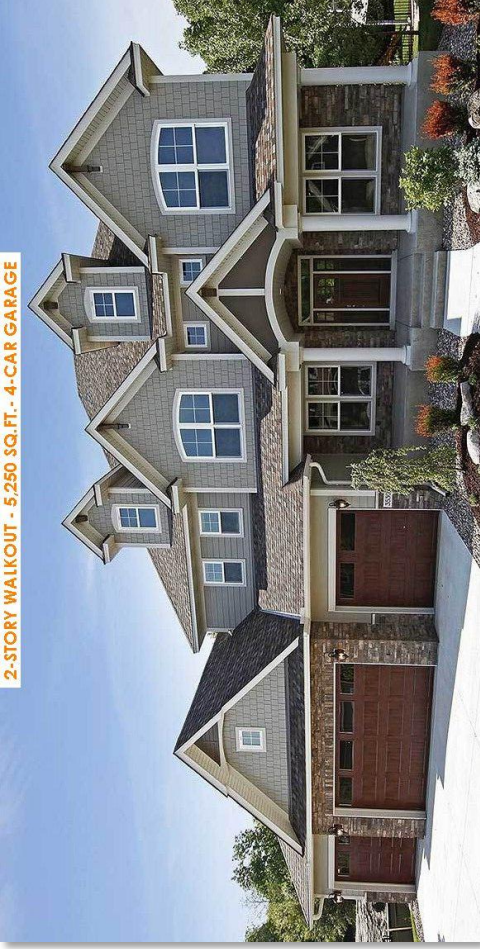
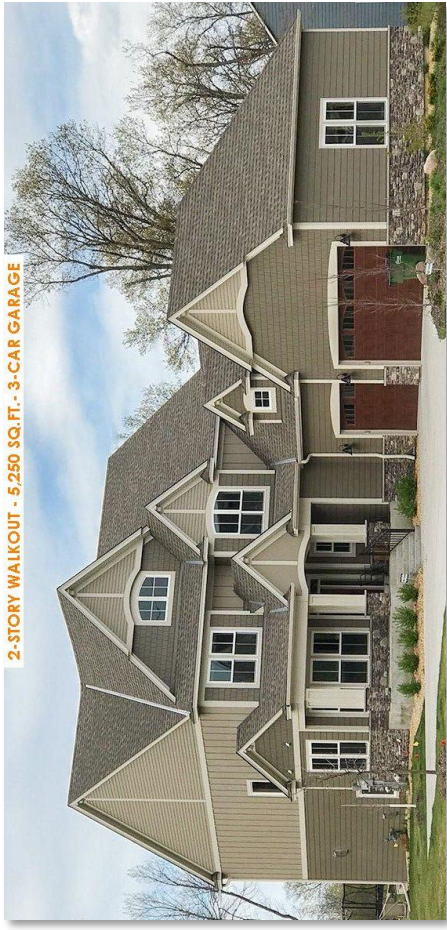


BEING 10 FEET IN WIDTH AND ADJOINING STREET LINES AND BEING 5.00 FEET IN WIDTH AND ADJOINING LOT LINES AND BEING VARIABLE WIDTH ADJOINING REAR LOT LINES UNLESS OTHERWISE SHOWN ON THE PLAT.

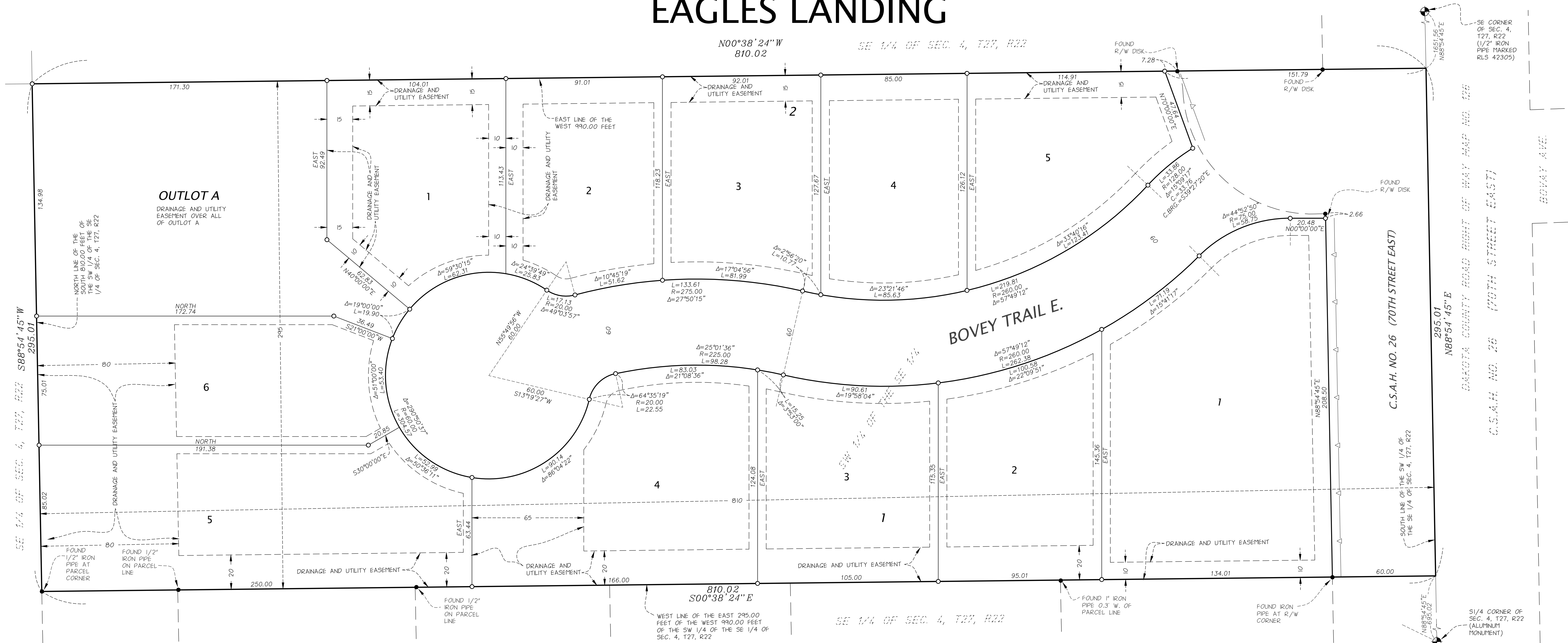


CORNERSTONE
LAND SURVEYING, INC.

EAGLES LANDING - CONCEPTUAL FRONT ELEVATION EXAMPLES



EAGLES LANDING



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SIGNED: BUILDERS LOT GROUP, LLC

By _____, Melvin Moore, chief manager.

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by Melvin Moore, chief manager, Builders Lot Group, LLC, a Minnesota limited liability company.

Notary Public _____ County, _____
My Commission Expires _____

I, Daniel L. Thurmes do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Daniel L. Thurmes, Licensed Land Surveyor
Minnesota License No. 25718

STATE OF MINNESOTA
COUNTY OF WASHINGTON
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Notary Public _____ County, _____
My Commission Expires _____

PLANNING COMMISSION, INVER GROVE HEIGHTS, MINNESOTA
Approved by the Planning Commission of the City of Inver Grove Heights, Minnesota, this _____ day of _____, 20____.

By: _____, Chair

By: _____, Secretary

CITY COUNCIL, INVER GROVE HEIGHTS, MINNESOTA

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By: _____, Mayor

Attest: _____, City Clerk

COUNTY SURVEYOR, DAKOTA COUNTY, MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd 11, this plat has been reviewed and approved this _____ day of _____, 20____.

By: _____
Todd B. Tollefson, Dakota County Surveyor

COUNTY BOARD OF COMMISSIONERS

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By: _____, Chair Attest: _____, Chair
County Treasurer - Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, DAKOTA COUNTY MINNESOTA

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Amy A. Koethe, Director
Department of Property Taxation and Records

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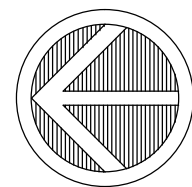
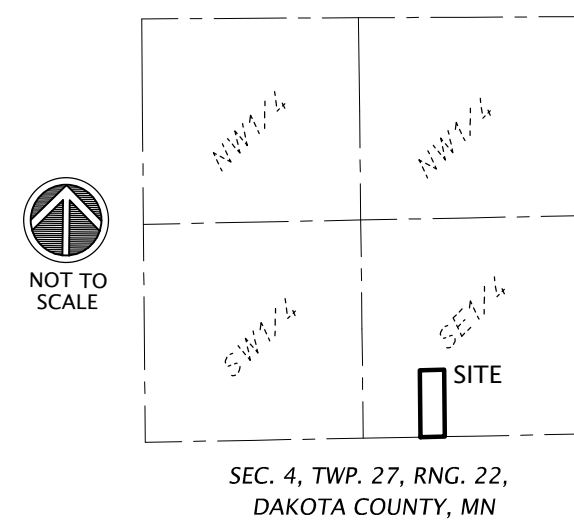
I hereby certify that this plat EAGLES LANDING was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock _____ .M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____.

By: _____
Amy A. Koethe, County Recorder

LEGEND

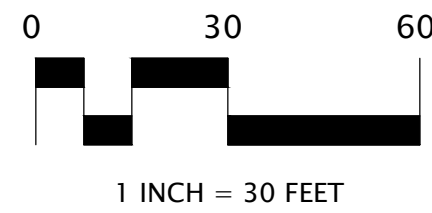
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VICINITY MAP

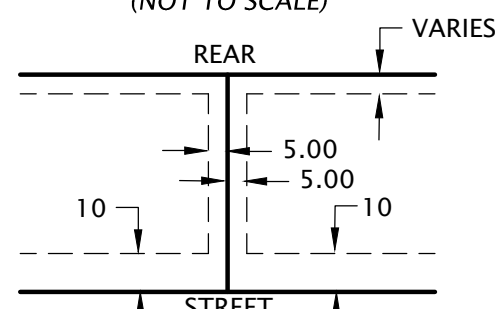


NORTH

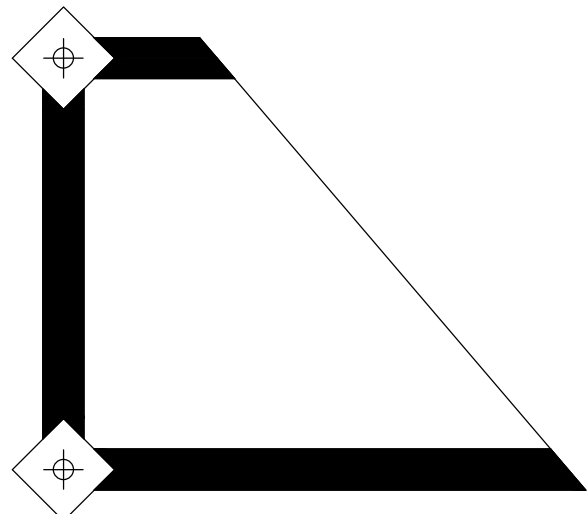
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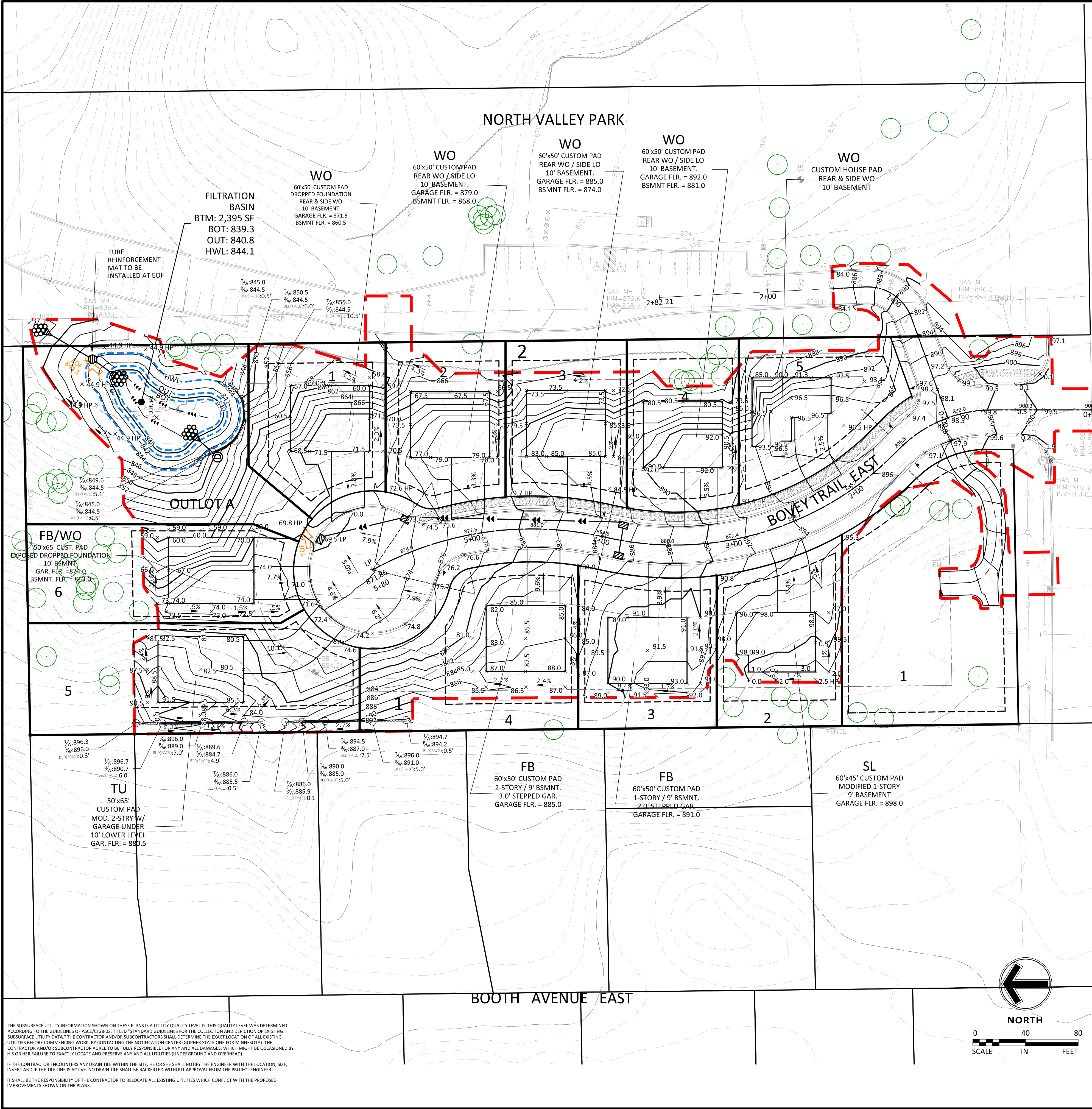
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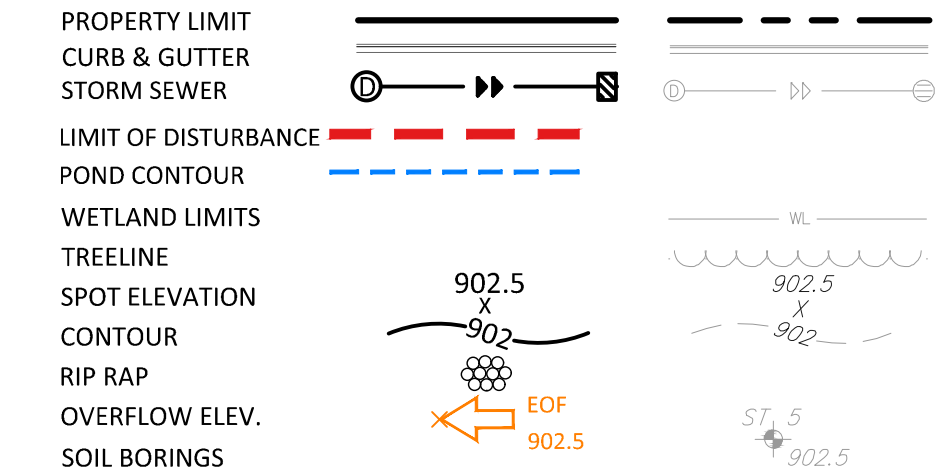
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CORNERSTONE
LAND SURVEYING, INC.



LEGEND



GRADING NOTES

1. PROPOSED CONTOURS ARE TO FINISHED SURFACE ELEVATION. SPOT ELEVATIONS ALONG PROPOSED CURB DENOTE GUTTER GRADE.
 2. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB.
 3. ALL GRADIENT ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE IN 2.00% (1:50). CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT. COORDINATE ALL WORK WITH PAVING CONTRACTOR.
 4. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING THE CONSTRUCTION PHASES OF THIS PROJECT. CONTRACTOR WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES TO THE ADJACENT PROPERTIES OCCURRING DURING THE CONSTRUCTION PHASES OF THIS PROJECT.
 5. SAFETY NOTICE TO CONTRACTORS: IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS ON THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTY OF THE ENGINEER OR THE DEVELOPER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON OR NEAR THE CONSTRUCTION SITE.
 6. CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
- A GEOTECHNICAL ENGINEERING SOILS REPORT HAS BEEN COMPLETED BY:
- COMPANY: ITCO ALLIED ENGINEERING COMPANY
ADDRESS: 7125 WEST 126TH STREET, SUITE 500 SAVAGE MN 55378
PHONE: 952-890-5909
DATED: AUGUST 28, 2020
- CONTRACTOR SHALL OBTAIN A COPY OF THE SOILS REPORT.
7. CONTRACTOR SHALL COMPLETE DEWATERING AS REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION.
 8. PRIOR TO PLACEMENT OF THE AGGREGATE BASE, A TEST ROLL SHALL BE PERFORMED ON THE STREET SUBGRADE. CONTRACTOR SHALL PROVIDE A LOADED TANDEN AXLE TRUCK WITH A GROSS WEIGHT OF 25 TONS. THE TEST ROLLING SHALL BE AT THE DIRECTION OF THE SOILS ENGINEER AND SHALL BE COMPLETED IN AREAS AS DIRECTED BY THE SOILS ENGINEER. CORRECTION OF THE SUBGRADE SOILS SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOILS ENGINEER.
 9. REPLACE ALL SUBGRADE SOIL DISTURBED DURING THE CONSTRUCTION THAT HAVE BECOME UNSUITABLE AND WILL NOT PASS A TEST ROLL. REMOVE UNSUITABLE SOIL FROM THE SITE AND IMPORT SUITABLE SOIL AT NO ADDITIONAL COST TO THE OWNER.
 10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL DEVICES SUCH AS BARRICADES, WARNING SIGNS, DIRECTIONAL SIGNS, FLAGMEN AND LIGHTS TO CONTROL THE MOVEMENT OF TRAFFIC WHERE NECESSARY. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPROPRIATE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARDS.
 11. EXISTING TREES AND OTHER NATURAL VEGETATION WITHIN THE PROJECT AND/OR ADJACENT TO THE PROJECT ARE OF PRIME CONCERN TO THE CONTRACTOR'S OPERATIONS AND SHALL BE A RESTRICTED AREA. CONTRACTOR SHALL PROTECT TREES TO REMAIN AT ALL TIMES. EQUIPMENT SHALL NOT NEEDLESSLY BE OPERATED UNDER NEARBY TREES AND EXTREME CAUTION SHALL BE EXERCISED WHEN WORKING ADJACENT TO TREES. SHOULD ANY PORTION OF THE TREE BRANCHES REQUIRE REMOVAL TO PERMIT OPERATION OF THE CONTRACTOR'S EQUIPMENT, CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL TREE TRIMMING SERVICE TO TRIM THE TREES PRIOR TO THE BEGINNING OF OPERATION. SHOULD CONTRACTOR'S OPERATIONS RESULT IN THE BREAKING OF ANY LIMBS, THE BROKEN LIMBS SHOULD BE REMOVED IMMEDIATELY AND CUTS SHALL BE PROPERLY PROTECTED TO MINIMIZE ANY LASTING DAMAGE TO THE TREE. NO TREES SHALL BE REMOVED WITHOUT AUTHORIZATION BY THE ENGINEER. COSTS FOR TRIMMING SERVICES SHALL BE CONSIDERED INCIDENTAL TO THE GRADING CONSTRUCTION AND NO SPECIAL PAYMENT WILL BE MADE.
 12. EXCAVATE TOPSOIL FROM AREAS TO BE FURTHER EXCAVATED OR REGRADED AND STOCKPILE IN AREAS DESIGNATED ON THE SITE. CONTRACTOR SHALL SALVAGE ENOUGH TOPSOIL FOR RESPIDING ON THE SITE AS SPECIFIED. EXCESS TOPSOIL SHALL BE PLACED IN EMBANKMENT AREAS, OUTSIDE OF BUILDING PADS, ROADWAYS AND PARKING AREAS. CONTRACTOR SHALL SUBCUT CUT AREAS, WHERE TURF IS TO BE ESTABLISHED, TO A DEPTH OF 6 INCHES. RESPAID TOPSOIL IN AREAS WHERE TURF IS TO BE ESTABLISHED TO A MINIMUM DEPTH OF 6 INCHES.
 13. TRENCH BORROW CONSTRUCTION: IF ALLOWED BY THE OWNER, CONTRACTOR SHALL COMPLETE "TRENCH BORROW" EXCAVATION IN AREAS DIRECTED BY THE ENGINEER IN ORDER TO OBTAIN STRUCTURAL MATERIAL. TREES SHALL NOT BE REMOVED OR DAMAGED AS A RESULT OF THE EXCAVATION, UNLESS APPROVED BY THE ENGINEER. THE EXCAVATION SHALL COMMENCE A MINIMUM OF 10 FEET FROM THE LIMIT OF THE BUILDING PAD. THE EXCAVATION FROM THIS LIMIT SHALL EXTEND AT A MINIMUM SLOPE OF 1 FOOT HORIZONTAL TO 1 FOOT VERTICAL (1:1) DOWNWARD AND OUTWARD FROM THE FINISHED SURFACE GRADE ELEVATION. THE TRENCH BORROW EXCAVATION SHALL BE BACKFILLED TO THE PROPOSED FINISHED GRADE ELEVATION, AND SHALL BE COMPACTED IN ACCORDANCE WITH REQUIREMENTS OF THE QUALITY COMPACTION METHOD AS OUTLINED IN MN/DOT SPECIFICATION 2105.3F2. SNOW FENCE SHALL BE FURNISHED AND PLACED ALONG THE PERIMETER OF THE TRENCH BORROW AREA WHERE THE SLOPES EXCEED 2 FOOT HORIZONTAL TO 1 FOOT VERTICAL (2:1).
 14. FINISHED GRADING SHALL BE COMPLETED, CONTRACTOR SHALL UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING, INCLUDING ADJACENT TRANSITION AREAS. PROVIDE A SMOOTH FINISHED SURFACE WITHIN SPECIFIED TOLERANCES, WITH UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN, OR BETWEEN SUCH POINTS AND EXISTING GRADES. AREAS THAT HAVE BEEN FINISHED GRADED SHALL BE PROTECTED FROM SUBSEQUENT CONSTRUCTION OPERATIONS, TRAFFIC AND EROSION. REPAIR ALL AREAS THAT HAVE BECOME RUTTED, ERODED OR HAS SETTLED BELOW THE CORRECT GRADE. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED TO EQUAL OR BETTER THAN ORIGINAL CONDITION OR TO THE REQUIREMENTS OF THE NEW WORK.
 15. TOLERANCES
 - 15.A. THE RESIDENTIAL BUILDING SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.30 FOOT ABOVE, OR 0.30 FOOT BELOW, THE PRESCRIBED ELEVATION AT ANY POINT WHERE MEASUREMENT IS MADE.
 - 15.B. THE STREET OR PARKING AREA SUBGRADE FINISHED SURFACE ELEVATION SHALL NOT VARY BY MORE THAN 0.05 FOOT ABOVE, OR 0.10 FOOT BELOW, THE PRESCRIBED ELEVATION OF ANY POINT WHERE MEASUREMENT IS MADE.
 - 15.C. AREAS WHICH ARE TO RECEIVE TOPSOIL SHALL BE GRADED TO WITHIN 0.30 FOOT ABOVE OR BELOW THE REQUIRED ELEVATION, UNLESS DIRECTED OTHERWISE BY THE ENGINEER.
 - 15.D. TOPSOIL SHALL BE GRADED TO PLUS OR MINUS 1/2 INCH OF THE SPECIFIED THICKNESS.
 16. AFTER THE SITE GRADING IS COMPLETED, IF EXCESS OR SHORTAGE OF SOIL MATERIAL EXISTS, CONTRACTOR SHALL TRANSPORT ALL EXCESS SOIL MATERIAL OFF THE SITE TO AN AREA SELECTED BY THE CONTRACTOR, OR IMPORT SUITABLE MATERIAL TO THE SITE.
 17. CONTRACTOR SHALL DETERMINE THE LOCATION OF ANY HAUL ROADS THAT MAY BE REQUIRED TO COMPLETE THE SITE GRADING CONSTRUCTION AND SHALL INDICATE HAUL ROADS ON EROSION AND SEDIMENT CONTROL "SITE MAP". CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GOVERNING AUTHORITY OF EACH ROADWAY. CONTRACTOR SHALL POST WHATEVER SECURITY, AND COMPLY WITH ALL CONDITIONS WHICH ARE REQUIRED BY EACH GOVERNING AUTHORITY OF EACH ROADWAY.
 18. FILL PLACED WITHIN THE BUILDING PAD AREAS SHALL BE IN CONFORMANCE WITH HUD/FHA PROCEDURES AND DATA SHEET 396.
 19. FINAL HOME CONSTRUCTION LOT GRADING SHALL ADHERE TO MINNESOTA RESIDENTIAL CODE: R401.3 DRAINAGE:

SURFACE DRAINAGE SHALL BE DIVERTED TO A STORM SEWER CONVEYANCE OR OTHER APPROVED POINT OF COLLECTION THAT DOES NOT CREATE A HAZARD. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6 INCHES (152 MM) WITHIN THE FIRST 10 FEET (3048 MM).

EXCEPTION: WHERE LOT LINES, WALLS, SLOPES OR OTHER PHYSICAL BARRIERS PROHIBIT 6 INCHES (152 MM) OF FALL WITHIN 10 FEET (3048 MM), DRAINS OR SWALES SHALL BE CONSTRUCTED TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE. IMPERVIOUS SURFACES WITHIN 10 FEET (3048 MM) OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2 PERCENT AWAY FROM THE BUILDING.

AN ADDITIONAL COURSE OF BLOCK MAY NEED TO BE ADDED TO THE FOUNDATION OR THE GRADING PLAN MANY NEED TO BE ADJUSTED ACCORDINGLY TO MEET THIS CODE REQUIREMENT.
 20. UPON COMPLETION OF THE PROJECT, A CERTIFICATION LETTER AND AS-BUILT SURVEY, FROM A REGISTERED ENGINEER OR LAND SURVEYOR SHALL BE PROVIDED TO THE CITY CERTIFYING THAT THE SITE GRADES ARE SHOWN.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE PLANS IS A UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF ASCE/CI 38-02, TITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, BY CONTACTING THE NOTIFICATION CENTER (GOMPH STATE ONE FOR MINNESOTA). THE CONTRACTOR AND/OR SUBCONTRACTOR AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES, WHICH MIGHT BE OCCASIONED BY HIS OR HER FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES (UNDERGROUND AND OVERHEAD).

IF THE CONTRACTOR ENCOUNTERS ANY DRAIN TILE WITHIN THE SITE, HE OR SHE SHALL NOTIFY THE ENGINEER WITH THE LOCATION, SIZE, INVERT AND IF THE TILE LINE IS ACTIVE. NO DRAIN TILE SHALL BE BACKFILLED WITHOUT APPROVAL FROM THE PROJECT ENGINEER.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

Client



Builders
LOT GROUP

Project
EAGLE'S
LANDING

Location
INVER GROVE
HEIGHTS, MN

Certification

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.

Eric Luth
Registration No. 51095 Date: 10/19/2020

If applicable, contact us for a wet signed copy of this plan which is available upon request at Site Design's, White Lake, MN office.

Summary

Designed: JEB Drawn: JEB
Approved: ETL Book / Page:
Phase: PRELIMINARY Initial Issue: 10/19/2020

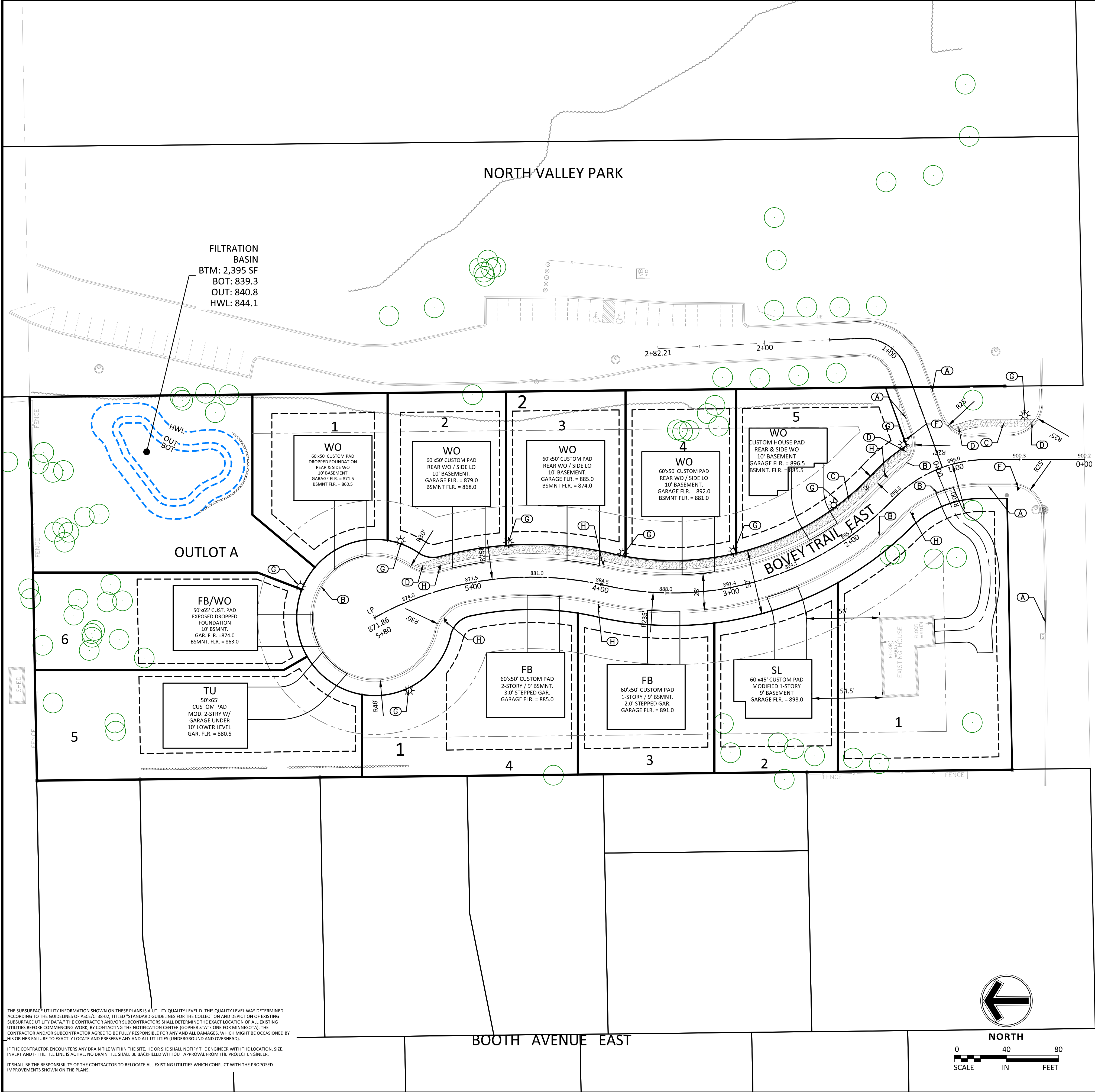
Revision History

No.	Date	By	Submittal / Revision
10/19/20	02/03/21		CITY SUBMITTAL
04/13/21			PRE-PLAT SUBMITTAL
05/03/21			WATERMAIN PERMIT
			CITY COMMENTS

Sheet Title
GRADING PLAN

Sheet No. Revision
C4.00

Project No. 22380



LEGEND			
PROPERTY LIMIT	PROPOSED	EXISTING	STANDARD DUTY ASPHALT PAVING
CURB & GUTTER			HEAVY DUTY ASPHALT PAVING
EASEMENT			CONCRETE PAVING
BUILDING			CONCRETE SIDEWALK
RETAINING WALL			
WETLAND LIMITS			
TREELINE			
SAWCUT LINE			
SIGN			
PIPE BOLLARD			
NUMBER OF PARKING STALLS PER ROW			
KEY NOTE			

DEVELOPMENT SUMMARY			
AREA			
GROSS SITE AREA	238,957 SF	5.49 AC	
LESS OUTLOT A	24,529 SF	0.56 AC	
LESS R-O-W	55,457 SF	1.27 AC	
NET SITE AREA	158,971 SF	3.66 AC	
LOT SUMMARY			
AVERAGE LOT SIZE	14,451 SF	0.33 AC	
MINIMUM LOT SIZE	11,025 SF	0.25 AC	
MAXIMUM LOT SIZE	24,700 SF	0.57 AC	
NUMBER OF LOTS	11		
SETBACKS			
FRONT YARD	30 FEET		
REAR YARD	30 FEET		
SIDE YARD	10 FEET		
ZONING			
EXISTING ZONING	R-1C		
PROPOSED ZONING	R-1C		

- DEVELOPMENT NOTES**
- ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
 - ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
 - ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
 - CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
 - SEE ARCHITECTURAL PLANS FOR PYLON SIGN DETAILS
 - REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
 - ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE SHALL HAVE A MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.08% (1:48). THE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE SHALL BE 2.08% (1:48). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS PAVEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT AND COORDINATE WITH GRADING CONTRACTOR.
 - "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
 - STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.

- KEY NOTES**
- B-612 CONCRETE CURB AND GUTTER
 - SURMOUNTABLE 6CONCRETE CURB AND GUTTER
 - CONCRETE SIDEWALK
 - PEDESTRIAN RAMP
 - SEGMENTAL BLOCK RETAINING WALL
 - STOP SIGN
 - STREET LIGHT
 - NO PARKING SIGN

FB	FULL BASEMENT
WO	WALK OUT
SL	SIDE LOOK OUT
TU	TUCK UNDER

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.

Eric Luth
Registration No. 51005 Date: 10/19/2020

If applicable, contact us for a wet signed copy of this plan which is available upon request at Site Design's, White Lake, MN office.

Designed: JEB	Drawn: JEB
Approved: ETL	Book / Page:
Phase: PRELIMINARY	Initial Issue: 10/19/2020

No.	Date By	Submittal / Revision
10/19/20		CITY SUBMITTAL
02/03/21		PRE-PLAT SUBMITTAL
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**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 2021-35

**A RESOLUTION APPROVING AN 11-LOT, 1 OUTLOT PRELIMINARY PLAT TO BE KNOWN
AS EAGLES LANDING**

**CASE NO. 20-38SV
Builder Lot Group**

WHEREAS, a preliminary plat application has been submitted to the City for property legally described as;

The East 295 feet of the South 810 feet of the West 60 rods of the West 1/2 of the Southeast 1/4 of Section 4, Township 27, Range 22, Dakota County, Minnesota

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on December 1, 2020;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat of Eagles Landing is hereby approved subject to the following conditions:

1. The final plat and 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	February 1, 2021
Landscaping Plan	TBD
Site Plan	February 3, 2021
Development Plan Set	February 3, 2021

2. A park dedication fee equal to \$28,500 (\$2,850x10) shall be paid to the City prior to release of the final plat.
3. The applicant and the City shall discuss how to mitigate possible future noise issues from North Valley Park and 70th Street prior to the final plat submittal, which may include notification to the purchaser by the developer.

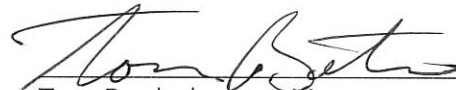
4. Prior to final plat approval, the final grading, drainage and erosion control, utility plans and storm water calculations shall be approved by the Director of Public Works.
5. Drainage and Utility easements shall be provided on the final plat as required by the Director of Public Works.
6. A development contract and related agreements shall be approved by the City Council with the approval of the final plat.
7. Street Lighting shall be required as identified by the City Engineer.
8. A tree preservation plan shall be submitted and approved with the final plat. The landscape plan must be modified to meet the requirements of both the street tree requirement and tree preservation reforestation.
9. A separate final plat application will be required to be submitted for City Council approval. The applicant must record the final plat within 90 days of City Council approval.
10. The final plat, development contract, and related agreements shall be filed with Dakota County prior to any building permits being issued for the site.
11. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
12. All final development plans shall be subject to the review and approval of the City Fire Marshal.
13. The approval of the final plat is subject to the review and approval from Dakota County Surveyors.
14. All required Dakota County permits shall be applied for by the applicant prior to any work being done in the right-of-way.
15. The traffic study being done by the applicant shall be submitted with the final plat for review.
16. Upon receipt of an application for final plat approval, the final plat application shall first be referred to the planning commission for review and recommendation prior to its submission to the Council for consideration of approval.

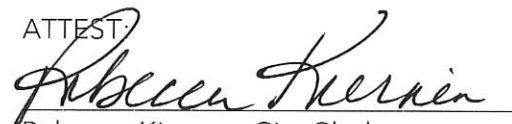
Resolution No. 2021-35

Page 3

Passed this 8th day of February, 2021.

AYES: 5
NAYS: 0


Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



December 14, 2020

**To: Steve Soltau
Melvin Moore**

From: Vernon Swing, PE

Re: Trip Generation Study – Eagles Landing in Inver Grove Heights, MN

Per your request, Swing Traffic Solutions, LLC has conducted a trip generation analysis for the proposed Eagles Landing Residential Development in Inver Grove Heights, MN, which will include 10 new single family homes and one existing home. The proposed residential development is located just west of North Valley Park along 70th Street E, and will share the access drive. Also, the existing residence has a driveway directly to 70th Street E, which will be relocated to the access drive. This memorandum identifies the anticipated site generated traffic for the proposed use, and reviews right turn lane warrants along the westbound direction of 70th Street for the access drive intersection related only to the addition of site generated traffic.

Trip Generation

The trip generation for the proposed Eagles Landing development has been estimated based on the methodology described by the Institute of Transportation Engineers (ITE) in *Trip Generation*, 10th Edition. The 10 new single family homes and the existing home are represented by ITE in Land Use Code 210, Single Family Detached Housing. Table 1 summarizes the findings.

**Table 1
Trip Generation**

Land Use	ITE Code	AM Peak Hour		PM Peak Hour		Daily Trips
		Enter	Exit	Enter	Exit	
New Homes (10)	210	2	5	6	4	94
Existing Home (1)	210	0	1	1	0	9
Trips		2 Trips	6 Trips	7 Trips	4 Trips	103 Trips

As shown in Table 1, the site is estimated to generate 2 entering and 6 exiting trips during the morning traffic peak, 7 entering and 4 exiting trips during the afternoon traffic peak hour, and 103 trips per day. According to ITE, this level of traffic (less than 100 peak hour trips or 10% of passing traffic whichever is less) will have a negligible impact on the operations of the surrounding streets.

Right Turn Lane Warrants

Dakota County suggested the methodology described on the attached sheet for the potential installation of a right turn lane on 70th Street, and suggested the right turn lane plus taper should be 480



Swing Traffic Solutions

feet in length. The information on the sheet would be appropriate were the proposed development site located in a rural area of Dakota County, however, Inver Grove Heights does not qualify. Further, the methodology is for roadways with rural cross sections, in other words, for roadways without curb and gutter. Again, 70th Street in Inver Grove Heights in the vicinity of the site does not qualify as it has an urban cross section. Lastly, Dakota County recommends a 480 feet are needed for the turn lane and taper. The following chart from MnDOT indicates the desired right turn lane length on a 45 mph roadway where the turning vehicles will not be required to stop prior to turning is 381 feet.

Table 5-3.01A
DECELERATION LENGTHS (INCLUDING TAPERS) FOR TURN LANES
FOR DESIGN SPEED OF EXIT CURVE - mph (V)

HIGHWAY DESIGN SPEED, mph	AVERAGE RUNNING SPEED, mph	STOP CONDITION	15	20	25	30	35	40	45	50
		FOR AVERAGE RUNNING SPEED ON EXIT - mph - (1)								
		0	14	18	22	26	32	36	40	44
30	28	235	190	171	139	-	-	-	-	-
35	32	277	265	253	204	16	136	-	-	-
40	36	314	308	284	236	193	151	127	-	-
45	40	393	381	375	321	292	250	202	155	-
50	44	440	435	403	382	370	335	288	241	200
55	49	482	476	447	413	390	354	326	267	238

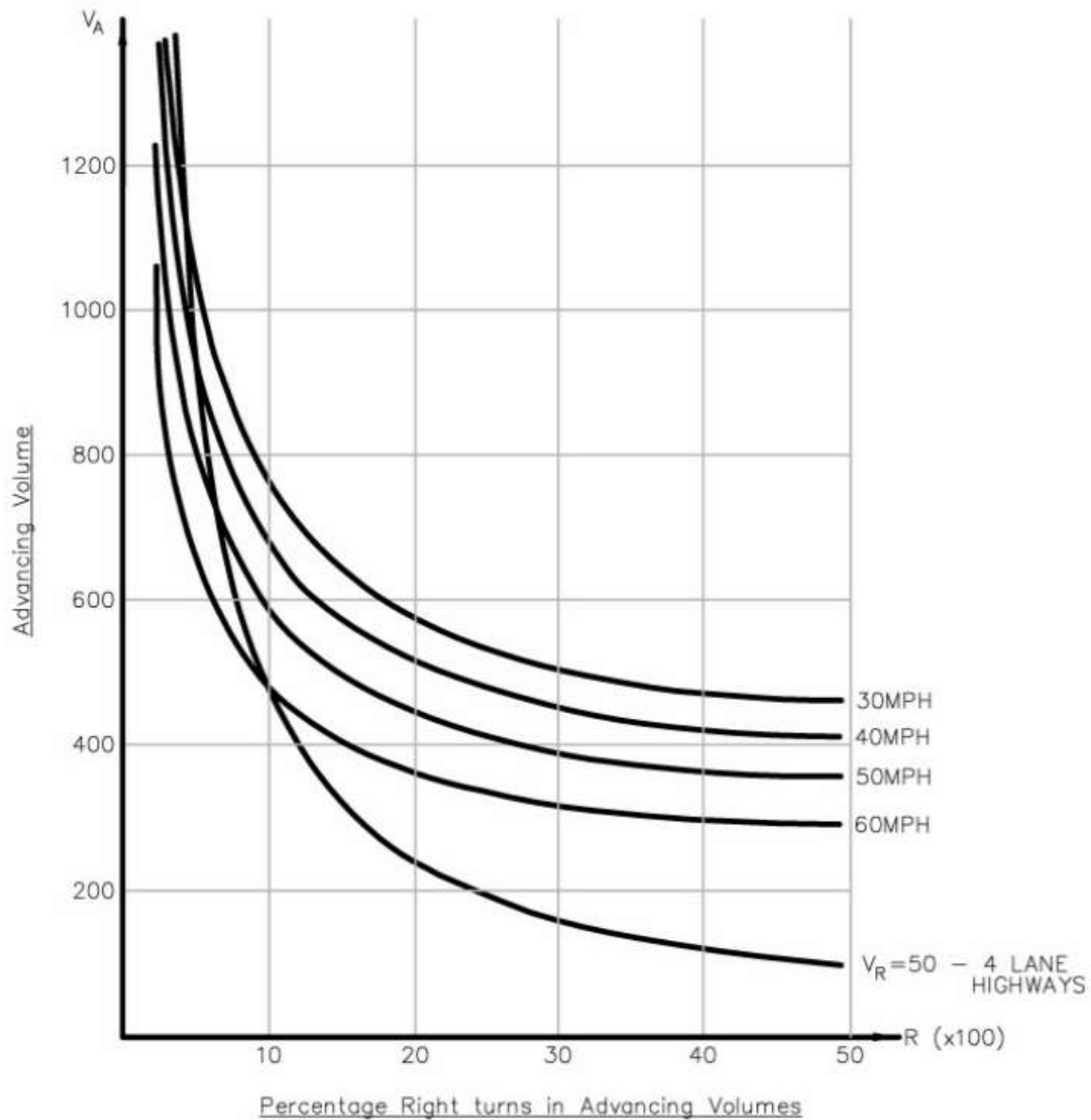
(1) Turning speed for free right-turns.

Because of the operational and safety benefits associated with right and left-turn lanes, it is MnDOT's policy that, in urban areas, they be considered wherever construction is economically feasible taking into account amount of right of way needed, type of terrain, and environmentally or culturally sensitive areas. In addition, to determine if a right turn lane is warranted, using the methodology recommended by The American Association of State Highway and Transportation Officials (AASHTO), and adopted by MnDOT it is necessary to estimate the advancing volume on 70th Street that would benefit by the removal of right turns from the advancing path. See the graph below.



STS

Swing Traffic Solutions



In this case, based on existing traffic volumes in the area, the advancing volume in the AM peak is approximately 482 vehicles and the right turning traffic is 2 vehicles. 2 vehicles represent 0.4 percent of the advancing volume which does not meet the threshold for the AM peak. Similarly, in the PM peak, the advancing volume is approximately 400 vehicles and the right turning traffic is 4 vehicles. 4 vehicles represent 1.0 percent of the advancing volume again not meeting the warrant threshold.

70th Street is a 4-lane road with left turn lanes at most intersections. At signalized intersections and at the interchange with TH 52 right turn lanes are provided. However, at unsignalized intersections on 70th Street the right most through lane serves as the right turn lane allowing vehicles to pass in the left



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through lane without slowing, therefore right turn lanes have not been provided at unsignalized intersections.

It is noted this analysis does not account for the use of the ball fields and pickleball courts that are present, however, it illustrates that the addition of traffic from this development will not satisfy the warrants for a right turn lane.

In conclusion, the development will generate very low peak hour traffic volumes and will have a negligible impact on the operations of the adjacent roadway. The increase in right turning traffic at the access intersection is not sufficient to satisfy right turn lane warrants. In other words, the roadway network serving the proposed development will function well with the proposed addition of the Eagles Landing residential development to the Inver Grove Heights area.

Please contact Vernon Swing at vswingtraffic@gmail.com or 612-968-4142 with any questions.

Attachment



Swing Traffic Solutions

JUNE, 2000

ROAD DESIGN MANUAL (ENGLISH)

5-4(1)

5-4.0 RURAL INTERSECTIONS

Most of the discussion in Section 5-3.0, "Urban Intersections" also applies to rural intersections. Therefore this section will only elaborate where appropriate for the design of rural intersections.

Some rural roadways in Minnesota see a dramatic increase in volume of traffic in different seasons, for example roads leading to lake cabins, etc. Designers should take seasonal/weekend variations in ADT into account when determining the appropriate design.

5-4.01 Turn Lanes

As with urban highways, the degree of access control greatly influences the accident rate and efficiency of traffic operation on rural highways. Therefore, designers should try to close any unjustified or potentially dangerous access points. However, if an access point is to remain open, adding a turn lane will enhance the operation and safety.

The following apply to rural multi-lane and 2-lane highways:

1. In addition to the policies listed below, left-turn and right-turn lanes should be constructed at locations determined by the District Traffic Engineer in consideration of accidents, capacity, and traffic volumes.
2. Where a median opening is planned, or already exists and its continued existence is justified, a left-turn lane may be added regardless of what the access point serves.
3. Turn lanes should be considered at every public road intersection along a stretch of highway if most intersections on the stretch meet the warrants. If most intersections have turn lanes, motorists will come to expect all intersections to have them.

5-4.01.01 Policy on Multi-Lane Highways

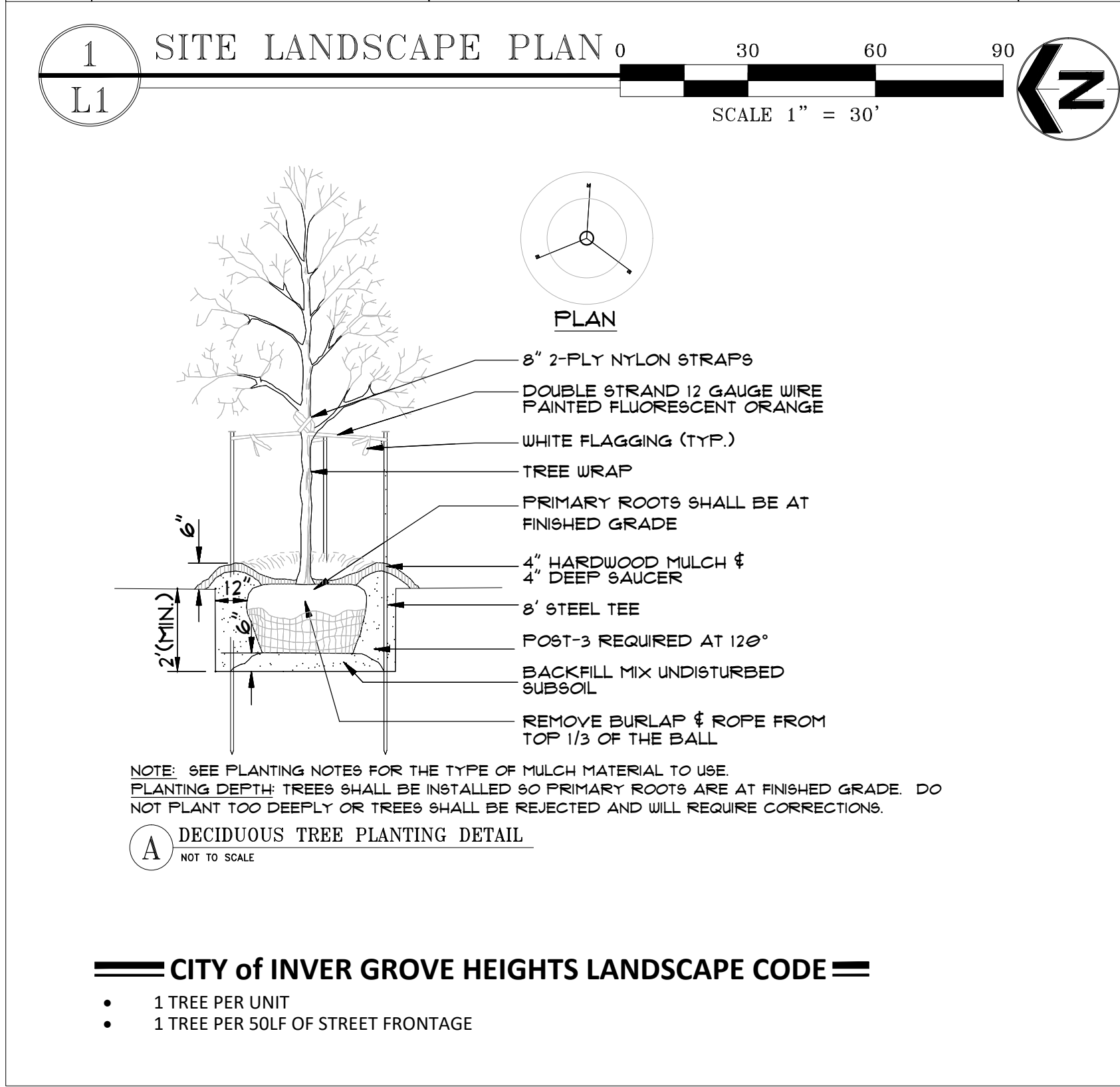
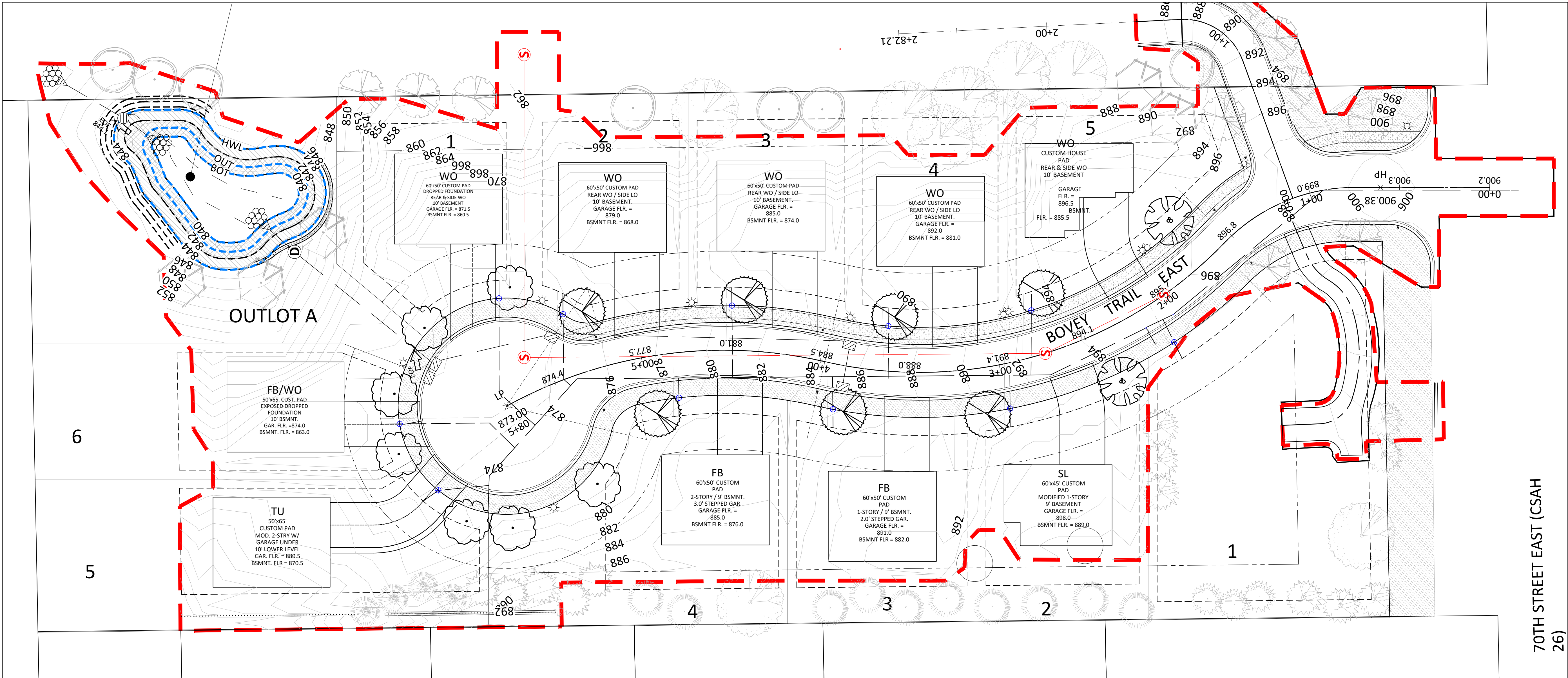
1. Right-turn and left-turn lanes should be standard features at all public access points.
2. Right-turn and left-turn lanes are also warranted if the access point serves an industrial, commercial, or any substantial trip-generating land use, or if the access point serves more than three residential units.

5-4.01.02 Policy on 2-lane Rural Highways

1. Right-turn lanes should be considered when the projected ADT is over 1500, the design speed is 45 mph or higher, and the following:
 - a. At all public road access points.
 - b. If industrial, commercial, or substantial trip generating land use is to be served, or
 - c. If the access serves more than 10 residential units.
2. Left turn lanes should be provided when the access is to a public road, an industrial tract or a commercial center.
3. The designer, in conjunction with the District Traffic Engineer may select either a channelized or a painted left-turn lane. The selection will be based on a number of factors including accident history, traffic volume, comparative costs, availability of right of way, environmental impacts, and physical features such as sight distance.

5-4.01.03 Length

The length of turn lanes should be determined as described in Section 5-3.01 for urban highways. However, the total length including taper, deceleration and storage should normally be 480 ft.



SEED MIX LEGEND (FOR ALL SHEETS)			
SYM.	TYPE	SEED MIX	
	NATIVE WET PRAIRIE	MN SEED MIX 34-171	
	WETLAND FRINGE	MN SEED MIX 33-261	
	COMMERCIAL TURF - SOD	HIGHLAND SOD	
	MNDOT 260 ALL AREAS DISTURBED BY CONSTRUCTION NOT INTENDED SODDED, OR RETENTION BASINS	MN SEED MIX 25-131 (OLD MNDOT 260) & (USE EROSION CONTROL BLANKET FOR SLOPES OVER 3:1)	
	MESIC GENERAL ROADSIDE FOR GENERAL STABILIZATION OF PAD AREAS	MN SEED MIX 25-131 (USE EROSION CONTROL BLANKET FOR SLOPES OVER 3:1)	
	HARDWOOD MULCH SHREDDED HARDWOOD MULCH	(NATURAL COLOR)	
	1/2" CRUSHED GRANITE	CRUSHED QUARRY GRANITE	

LANDSCAPE LEGEND							
KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	INSTALL HEIGHT	MATURE HEIGHT
RM	Acer rubrum 'Nothwoods'	NORTHWOODS MAPLE	2.5"	BB	7	14'	50'
HL	Gleditsia triacanthos var. Inermis 'Shademaster'	SHADEMASTER HONEYLOCUST	2.5"	BB	7	10'	50'
HB	Celtis occidentalis	HACKBERRY	2.5"	BB	2	15'	50'

QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE.
CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.

PLANTING NOTES	
1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.	GENERAL NOTES.
2. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.	13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
3. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.	14. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
4. NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.	15. THE CONTRACTOR SHALL KEEP PAVEMENTS, PLANTERS AND BUILDINGS CLEAN AND UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAVED AT THE CONTRACTOR'S EXPENSE.
5. ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-260, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.	16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK.
6. EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6' O.C. MAXIMUM SPACING.	17. LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND Gopher STATE ONE CALL AT 454-0002 (TWIN CITIES METRO AREA) OR 800-252-1166 (GREATER MINNESOTA) 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
7. ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.	18. USE ANTI-DESICCANT (WILTPROF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
8. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.	19. PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MN/DOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL MIXTURE SHALL BE FREE FROM HARDPACK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-0-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED BY ROTOTILLING IT INTO THE TOP 12" OF SOIL.
9. MULCH: SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL. IN ALL MASS PLANTING AREAS AND FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS, SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 4" FOR SHRUB BEDS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.	20. ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASON (APRIL 1 - NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
10. PLACE LANDSCAPE FILTER FABRIC UNDER ALL ROCK MULCHED AREAS. FILTER FABRIC SHALL BE 100% INTERWOVEN 5-102 NEEDLE PUNCHED POLYPROPYLENE FABRIC MANUFACTURED BY DEWITT. USE PRO 5 "WEED BARRIER" OR APPROVED EQUAL.	21. CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
11. PLACE EDGING BETWEEN ALL PLANTING/ROCK BEDS AND TURF. EDGING SHALL BE POLY.	22. SEASONS/TIME OF PLANTING AND SEEDING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK.
12. THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND	DECIDUOUS POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1 EVERGREEN POTTED PLANTS: 4/1 - 6/1; 9/21-11/1 EVERGREEN B&B: 4/1 - 5/1; 9/21 - 11/1 TURT LAWN SEEDING: 4/1 - 6/1; 7/20 - 9/20 NATIVE MIX SEEDING: 4/1 - 7/20; 9/20-10/20

SITE DESIGN

DreamScapes
Landscaping & Design, Inc.
7087 20th Ave S.
Centerville, MN 55038
651.451.0000
www.DreamScapesMN.com

Client

BUILDER LOT GROUP

Project
EAGLE'S LANDING

Location
INVER GROVE HEIGHTS, MN

Certification

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.

James A. Kalkes

James A. Kalkes
Registration No. 45071 Date: 10/19/2020

If applicable, contact us for a wet signed copy of this plan which is available upon request at Site Design's, White Bear Lake, MN office.

Summary

Designed: JAK Drawn: JAK
Approved: JAK Book / Page:
Phase: PRELIMINARY Initial Issue: 10/19/2020

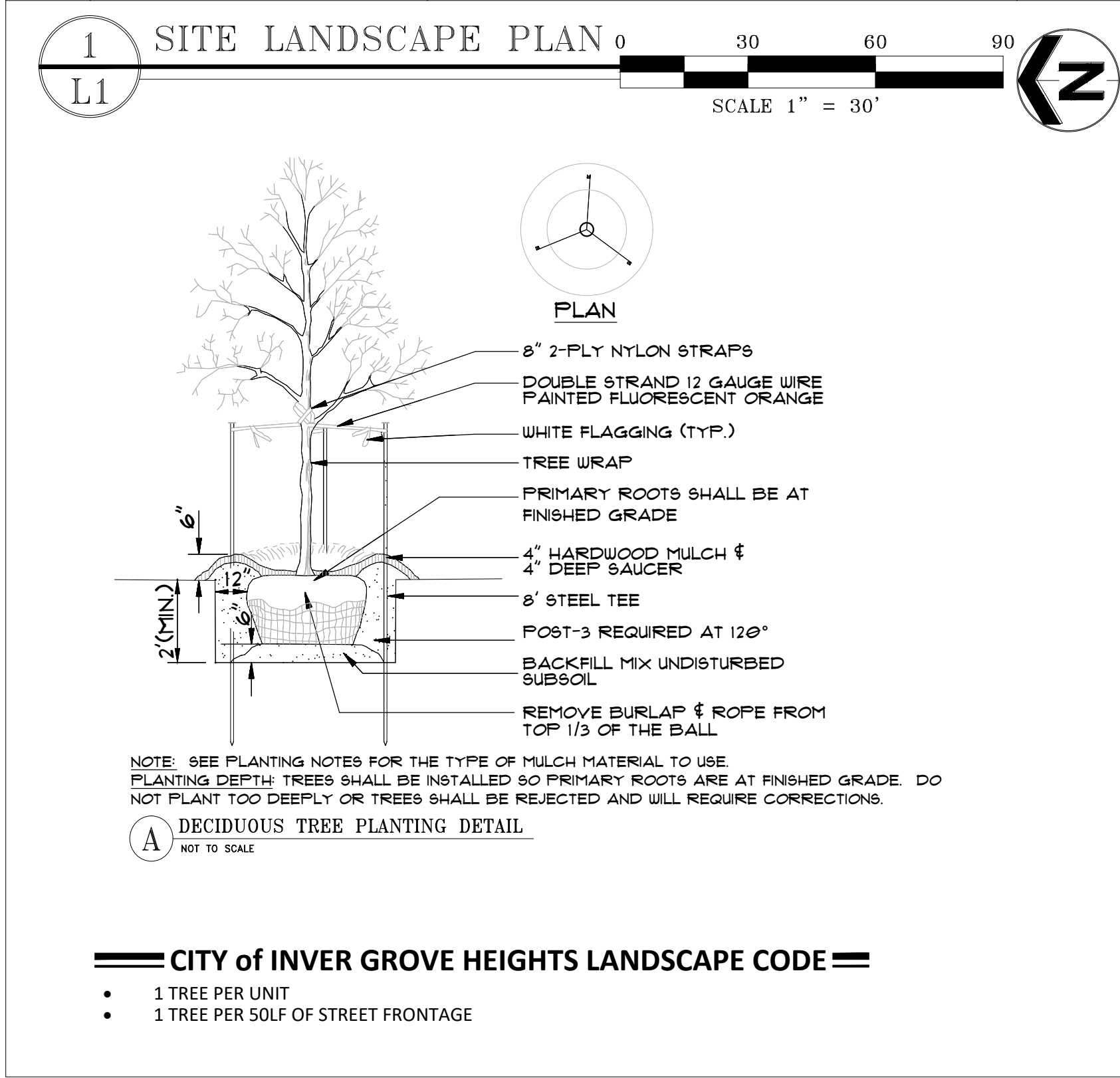
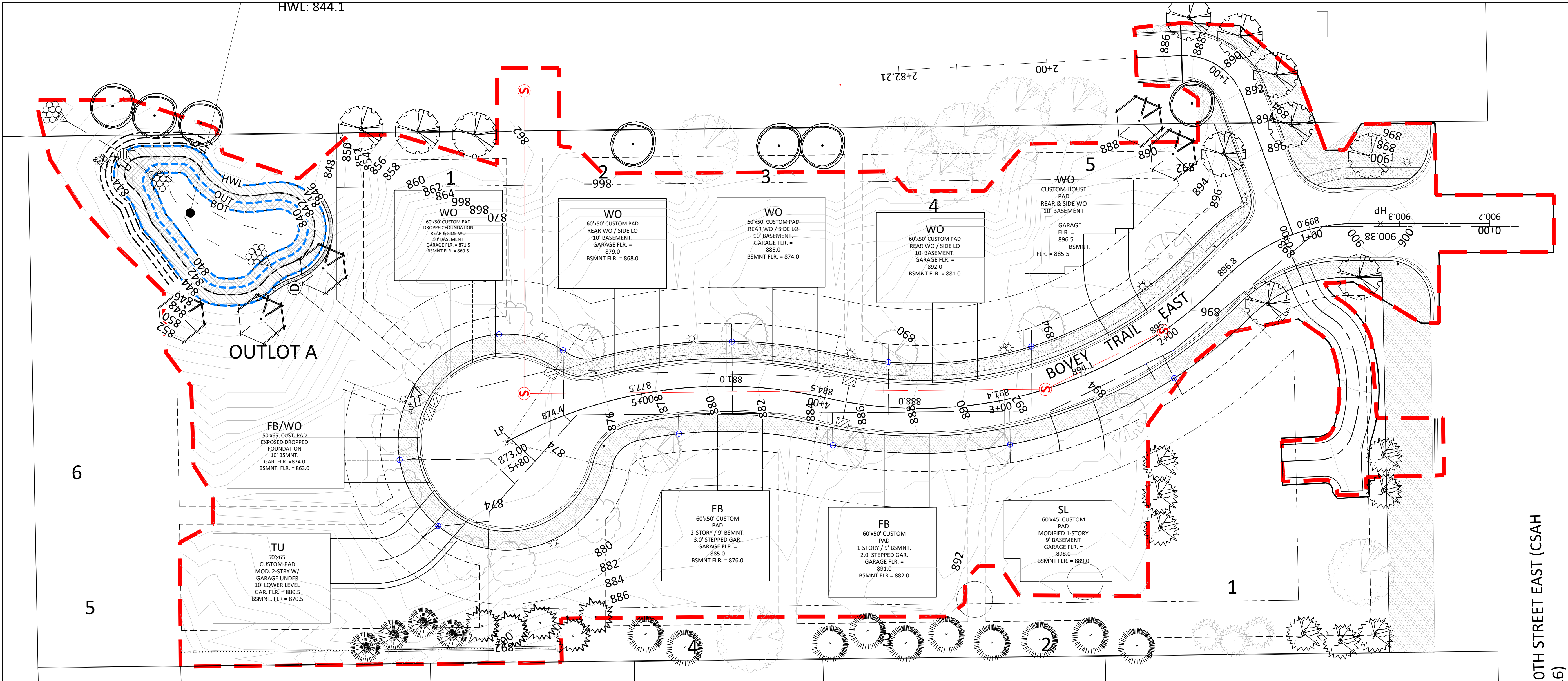
Revision History

No.	Date By	Submittal / Revision
10/19/20		CITY SUBMITTAL
09/05/21		CITY SUBMITTAL
05/28/21		CITY REVISIONS
06/09/21		CITY REVISIONS

Sheet Title
LANDSCAPE PLAN
BUILDER TREES

Sheet No. Revision
L1.0

Project No. 22380

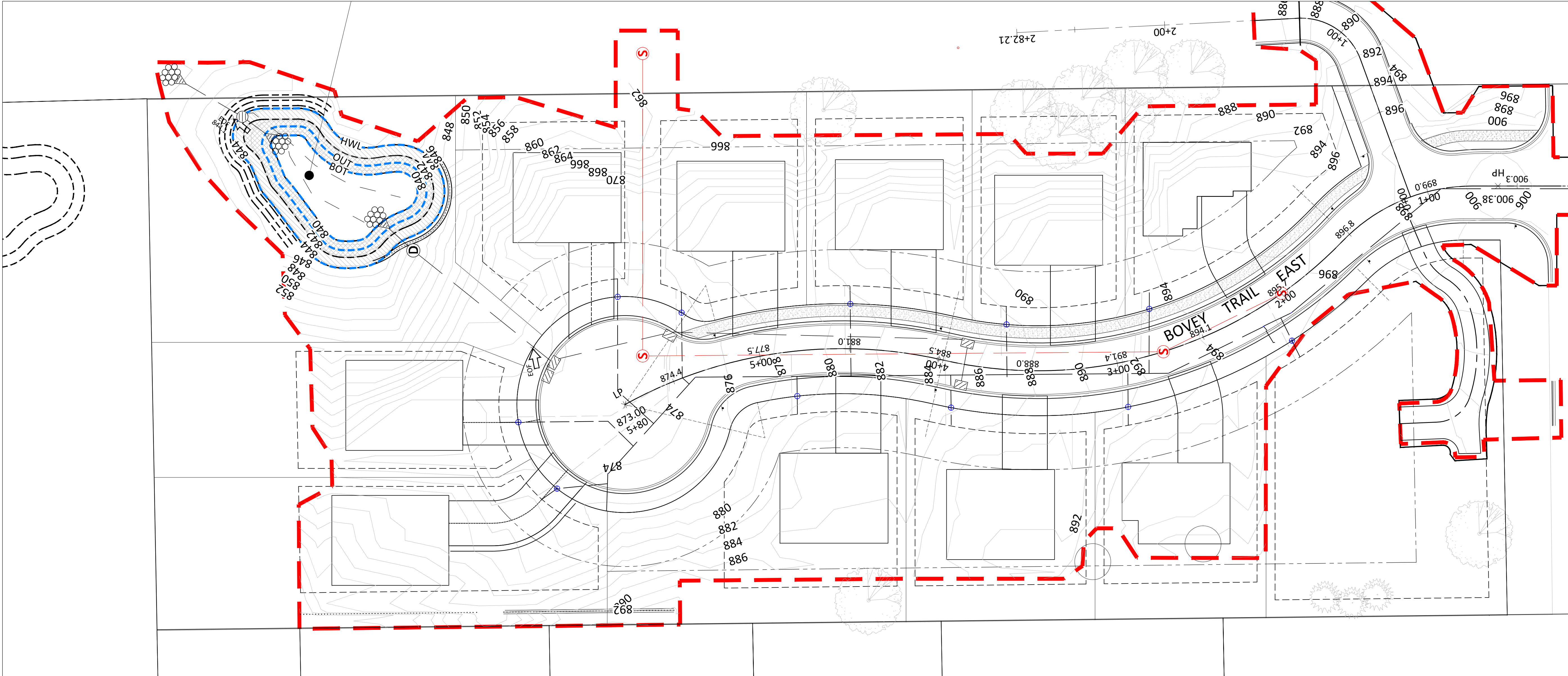


LANDSCAPE LEGEND									
KEY		BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY.	INSTALL HEIGHT	MATURE HEIGHT	
DECIDUOUS TREES									
WO		Quercus bicolor	SWAMP WHITE OAK	2.5"	BB	5	15'	50'	STRAIT LEADER NO "V" CROTCH
SM		SPADE MAPLE	RED SUNSET MAPLE - SPADE	10"	SP	7	14'	50'	
GB		SPADE OAK TREE	HERITAGE OAK - SPADE	10"	SP	11	20'	50'	
EVERGREEN TREES									
BH		Picea glauca var. Densata	BLACK HILLS SPRUCE	8'	BB	5	6'	40'	FULL FORM TO GRADE
BF		Abies Balsamea	BALSAM FIR	8'	BB	4	6'	40'	
CH		SPADE TREE 18-20' TALL	BLACK HILLS SPRUCE (SPADE)	10"	SP	8	6'	40'	
SP		SPADE TREE 18-20' TALL	SCOTCH/PONDEROSA PINE	10"	SP	10	6'	50'	

QUANTITIES SHOWN IN THE PLANTING SCHEDULE ARE FOR THE CONTRACTOR'S CONVENIENCE.
CONTRACTOR TO VERIFY QUANTITIES SHOWN ON THE PLAN.

PLANTING NOTES

- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE AND BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE LANDSCAPE LEGEND.
- ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING, OR AFTER INSTALLATION.
- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
- ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," ANSI-260, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIALS.
- EXISTING TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED TO THE DRIP LINE FROM ALL CONSTRUCTION TRAFFIC, STORAGE OF MATERIALS ETC. WITH 4' HT. ORANGE PLASTIC SAFETY FENCING ADEQUATELY SUPPORTED BY STEEL FENCE POSTS 6' O.C. MAXIMUM SPACING.
- ALL PLANT MATERIAL QUANTITIES, SHAPES OF BEDS AND LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN AND ADJUSTED TO CONFORM TO THE EXACT CONDITIONS OF THE SITE. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIALS PRIOR TO INSTALLATION.
- ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- MULCH: SHREDDED HARDWOOD MULCH, CLEAN AND FREE OF NOXIOUS WEEDS OR OTHER DELETERIOUS MATERIAL. IN ALL MASS PLANTING AREAS, MULCH FOR TREES, UNLESS INDICATED AS ROCK MULCH ON DRAWINGS. SUBMIT SAMPLE TO LANDSCAPE ARCHITECT PRIOR TO DELIVERY ON-SITE FOR APPROVAL. DELIVER MULCH ON DAY OF INSTALLATION. USE 4" FOR SHRUB BEDS, AND 3" FOR PERENNIAL/GROUND COVER BEDS, UNLESS OTHERWISE DIRECTED.
- PLACE LANDSCAPE FILTER FABRIC UNDER ALL ROCK MULCHED AREAS. FILTER FABRIC SHALL BE 100% INTERWOVEN 5-102 NEEDLE PUNCHED POLYPROPYLENE FABRIC MANUFACTURED BY DEWITT. USE PRO 5 "WEED BARRIER" OR APPROVED EQUAL.
- PLACE EDGING BETWEEN ALL PLANTING/ROCK BEDS AND TURF. EDGING SHALL BE POLY.
- THE PLAN TAKES PRECEDENCE OVER THE LANDSCAPE LEGEND IF DISCREPANCIES EXIST. THE SPECIFICATIONS TAKE PRECEDENCE OVER THE PLANTING NOTES AND GENERAL NOTES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. VERIFY ALL QUANTITIES SHOWN ON THE LANDSCAPE LEGEND.
- LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.
- THE CONTRACTOR SHALL KEEP PAVEMENTS, PLANTERS AND BUILDINGS CLEAN AND UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAVED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS, AND PERMITS GOVERNING THE WORK. LOCATE AND VERIFY ALL UTILITIES, INCLUDING IRRIGATION LINES, WITH THE OWNER FOR PROPRIETARY UTILITIES AND Gopher STATE ONE CALL AT 454-0002 (TWIN CITIES METRO AREA) OR 800-252-1166 (GREATER MINNESOTA) 48 HOURS BEFORE DIGGING. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ANY DAMAGES TO SAME. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- USE ANTI-DESICCANT (WILTPROOF OR APPROVED EQUAL) ON DECIDUOUS PLANTS MOVED IN LEAF AND FOR EVERGREENS MOVED ANYTIME. APPLY AS PER MANUFACTURER'S INSTRUCTION. ALL EVERGREENS SHALL BE SPRAYED IN THE LATE FALL FOR WINTER PROTECTION DURING WARRANTY PERIOD.
- PLANTING SOIL FOR TREES, SHRUBS AND GROUND COVERS: FERTILE FRIABLE LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS AND CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL COMPLY WITH MN/DOT SPECIFICATION 3877 TYPE B SELECT TOPSOIL MIXTURE SHALL BE FREE FROM HARDPAK SUBSOIL, STONES, CHEMICALS, NOXIOUS WEEDS, ETC. SOIL MIXTURE SHALL HAVE A PH BETWEEN 6.1 AND 7.5 AND 10-0-10 FERTILIZER AT THE RATE OF 3 POUNDS PER CUBIC YARD. IN PLANTING BEDS INCORPORATE THIS MIXTURE THROUGHOUT THE ENTIRE BED BY ROTOTILLING IT INTO THE TOP 12" OF SOIL.
- ALL PLANTS SHALL BE GUARANTEED FOR TWO COMPLETE GROWING SEASONS (APRIL 1 - NOVEMBER 1), UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
- CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 3 DAYS PRIOR TO PLANNED DELIVERY. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 24 HOURS IN ADVANCE OF BEGINNING PLANT INSTALLATION.
- SEASONS/TIME OF PLANTING AND SEEDING: NOTE: THE CONTRACTOR MAY ELECT TO PLANT IN OFF-SEASONS ENTIRELY AT HIS/HER RISK. DECIDUOUS POTTED PLANTS: 4/1 - 6/1; 9/21 - 11/1. DECIDUOUS /B&B: 4/1 - 6/1; 9/21 - 11/1. EVERGREEN POTTED PLANTS: 4/1 - 6/1; 9/21-11/1. EVERGREEN B&B: 4/1 - 5/1; 9/21 - 11/1. TURF/LAWN SEEDING: 4/1 - 6/1; 7/20 - 9/20. NATIVE MIX SEEDING: 4/1 - 7/20; 9/20-10/20.
- MAINTENANCE SHALL BEGIN IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE. PLANT MATERIAL SHALL BE PROTECTED AND MAINTAINED UNTIL THE INSTALLATION OF THE PLANTS IS COMPLETE. INSPECTION HAS BEEN MADE, AND PLANTINGS ARE ACCEPTED EXCLUSIVE OF THE GUARANTEE. MAINTENANCE SHALL INCLUDE WATERING, CULTIVATING, MULCHING, REMOVAL OF DEAD MATERIALS, RE-SETTING PLANTS TO PROPER GRADE AND KEEPING PLANTS IN A PLUMB POSITION. AFTER ACCEPTANCE, THE OWNER SHALL ASSUME MAINTENANCE RESPONSIBILITIES. HOWEVER, THE CONTRACTOR SHALL CONTINUE TO BE RESPONSIBLE FOR KEEPING THE TREES PLUMB THROUGHOUT THE GUARANTEE PERIOD.
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DECEASES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL LANDSCAPE LEGEND SPECIFICATIONS.
- WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF HEAT STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.
- CONTRACTOR SHALL REQUEST IN WRITING, A FINAL ACCEPTANCE INSPECTION.
- ALL DISTURBED AREAS TO BE TURF SEED, ARE TO RECEIVE 4" TOP SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- ALL DISTURBED AREAS TO RECEIVE NATIVE WETLAND SEED, ARE TO RECEIVE ENGINEERED SOIL, SEED, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.



1

TP

0306090

SCALE 1" = 30'

Z

CITY of IGH TREE PRESERVATION CODE

• REQUIREMENTS

•• TOTAL NUMBER OF TREE CALIPER INCHES =2150 CI

•• R1 CALIPER INCHES REMOVAL THRESHOLD (30%) - 645 CI

•• Trees Removed 94 @ 1402ci

•• Trees Saved 55@ 748ci

•• CLASS A (50%) & CLASS B (100%) REPLACEMENT =1049CI

(ACTUAL CLASS A&B = 1049 CI) - (THRESHOLD 645 CI) =404 CI

EACH TREE @ 404ci / 2.5ci =161 TREES

EACH TREE @ 404ci / 5ci = 81 TREES

EACH TREE @ 404ci / 10ci = 41 TREES

Builder Trees - 16 TREES @ 2.5ci 40 CI

Developer Trees - 364.5 CI

TOTAL CI 405 CI

1 Tree per lot or 10x - 2.5ci trees were not counted in this calculation.

Inver Grove Heights Tree Preservation Ordinance

Tree Preservation Plan showing location, size and species of all significant trees (8 caliper inches or greater for deciduous trees, 10 feet in height for coniferous trees) including trees to be preserved, removed and those within 30 feet of grading limits.

10-2-2: DEFINITIONS:

Significant Tree - A healthy deciduous tree measuring eight inches or greater in diameter, at a point four and a half feet above grade [diameter at breast height (dbh)], or a healthy, coniferous tree measuring ten feet in height or greater. A significant tree does not include boxelder or cottonwood.

Coordinates are in Dakota City US Survey Feet

Rehder Forestry Consulting

ID	• Northing	• Species	• Condition	• Diamet	• Tag	• Notes	• Save	• Replace	• Value
1	237288.704	Ash, green	Very Good	23	1	Keep	Yes		-23
2	237360.276	Spruce, blue	Fair	22	2	Keep	Yes		-22
3	237380.307	Spruce, blue	Fair	18	3	Keep	Yes		-18
4	237410.038	Spruce, blue	Fair	15	4	Keep	Yes		-15
5	237433.331	Spruce, blue	Fair	16	5	Keep	Yes		-16
6	237411.736	Ash, green	Good	17	6	No	No	50%	8.5
7	237300.844	Maple, norway	Fair	17	7	Keep	Yes		-17
8	237288.341	Locust, black	Very Good	14	8	Keep	Yes		-14
9	237313.255	Maple, norway	Good	14	9	No	No	50%	7
10	237288.186	Elm, american	Very Good	10	10	park tree, mulche			
11	237325.783	Walnut, black	Very Good	18	11	park tree, mulche			
12	237319.687	Walnut, black	Good	14	12	No	No	100%	14
13	237369.074	Pine, white	Fair	9	13	No	No	100%	9
14	237380.218	Pine, white	Good	9	14	No	No	100%	9
15	237486.626	Hackberry	Good	28	15	Keep	Yes		-28
16	237492.504	Hackberry	Fair	8	16	Keep	Yes		-8
17	237483.679	Hackberry	Good	13	17	Keep	Yes		-13
18	237484.275	Ash, green	Good	11	18	No	No	50%	5.5
19	237445.18	Elm, american	Fair	9	19	No	No	50%	4.5
20	237441.716	Elm, american	Fair	12	20	No	No	50%	6
21	237431.184	Elm, american	Fair	8	21	No	No	50%	4
22	237437.254	Walnut, black	Fair	8	22	No	No	100%	8
23	237440.025	Maple, silver	Fair	12	23	No	No	50%	6
24	237422.94	Ash, green	Fair	39	24	3x 15 12 12	No	50%	19.5
25	237409.988	Ash, green	Fair	58	25	4x 18 16 12 12	No	50%	29
26	237410.59	Maple, norway	Fair	12	26	No	No	50%	6
27	237406.551	Maple, norway	Fair	15	27	No	No	50%	7.5
28	237352.174	Cherry, black	Fair	8	28	No	No	100%	8
29	237347.753	Walnut, black	Good	12	29	Keep	Yes		-12
30	237347.92	Walnut, black	Very Good	18	30	Keep	Yes		-18
31	237318.191	Oak, red	Very Good	18	31	Keep	Yes		-18
32	237453.208	Maple, norway	Good	19	32	No	No	50%	9.5
33	237446.71	Elm, american	Fair	15	33	No	No	50%	7.5
34	237474.306	Maple, norway	Good	13	34	No	No	50%	6.5
35	237478.151	Elm, american	Fair	14	35	No	No	50%	7
36	237441.015	Catalpa, northern	Fair	26	36	No	No	50%	13
37	237425.026	Catalpa, northern	Fair	16	37	No	No	50%	8
38	237404.907	Locust, black	Fair	18	38	No	No	100%	18
39	237438.128	Ash, green	Fair	8	39	Keep	Yes		-4
40	237425.723	Elm, american	Good	36	40	No	No	50%	18
41	237474.471	Elm, siberian	Good	16	41	Keep	Yes		-8
42	237480.143	Cherry, black	Good	20	42	Keep	Yes		-20
43	237546.851	Willow, black	Good	30	43	No	No	100%	30
44	237567.869	Ash, green	Fair	25	44	2x 14 11	No	50%	12.5
45	237572.121	Elm, american	Fair	14	45	No	No	50%	7
46	237610.83	Ash, green	Good	15	46	Keep	Yes		-15
47	237509.139	Crabapple	Fair	32	47	3x 11 11 10	No	100%	32
48	237531.207	Catalpa, northern	Very Good	8	48	No	No	50%	4
49	237521.035	Pine, white	Very Good	23	49	No	No	100%	23
50	237518.794	Pine, white	Very Good	33	50	No	No	100%	33

51	237508.353	Elm, siberian	Good	8	51	No	No	50%	4
52	237508.939	Oak, red	Good	18	52	No	No	100%	18
53	237493.534	Oak, red	Good	17	53	No	No	100%	17
54	237472.177	Walnut, black	Very Good	16	54	No	No	100%	16
55	237508.589	Walnut, black	Very Good	10	55	No	No	100%	10
56	237506.531	Cherry, black	Good	14	56	Keep	Yes		-14
57	237511.528	Cherry, black	Good	10	57	Keep	Yes		-10
58	237515.48	Cherry, black	Good	10	58	Keep	Yes		-10
59	237583.113	Cherry, black	Fair	10	59	No	No	100%	10
60	237584.105	Cherry, black	Very Good	19	60	No	No	100%	19
61	237635.75	Cherry, black	Fair	12	61	No	No	100%	12
62	237609.884	Hackberry	Fair	12	62	Keep	Yes		-12
63	237622.668	Cherry, black	Fair	9	63	No	No	100%	9
64	237648.76	Hackberry	Fair	9	64	No	No	100%	16
65	237593.835	Walnut, black	Very Good	15	65	No	No	100%	15
66	237559.691	Walnut, black	Very Good	13	66	No	No	100%	13
67	237629.079	Maple, silver	Fair	25	67	No	No	50%	12.5
68	237680.347	Ash, green	Good	18	68	No	No	50%	9
69	237740.446	Oak, bur	Fair	13	69	No	No	100%	13
70	237806.08	Ash, green	Good	14	70	No	No	50%	7
71	237808.126	Elm, american	Good	8	71	No	No	50%	4
72	237819.897	Cherry, black	Good	12	72	No	No	100%	12
73	237823.072	Cherry, black	Fair	13	73	No	No	100%	13
74	237811.757	Elm, american	Good	12	74	No	No	50%	6
75	237815.444	Cherry, black	Fair	13	75	No	No	100%	13
76	237820.931	Cherry, black	Fair	12	76	No	No	100%	12
77	237828.614	Elm, american	Good	14	77	No	No	50%	7
78	237802.266	Elm, american	Good	12	78	No	No	50%	6
79	237792.154	Aspen, quacking	Good	10	79	No	No	50%	5
80	237761.248	Aspen, quacking	Fair	12	80	No	No	50%	6
81	237745.191	Aspen, quacking	Fair	9	81	No	No	50%	4.5
82	237704.823	Aspen, quacking	Fair	10	82	No	No	50%	5
83	237755.02	Aspen, quacking	Good	14	83	No	No	50%	7
84	237763.282	Oak, red	Good	16	84	No	No	100%	16
85	237811.24	Oak, red	Good	12	85	No	No	100%	12
86	237806.835	Cherry, black	Fair	16	86	No	No	100%	16
87	237837.8	Oak, red	Good	12	87	No	No	100%	12
88	237843.054	Cherry, black	Fair	12	88	No	No	100%	12
89	237842.599	Oak, red	Fair	14	89	No	No	100%	14
90	237858.265	Oak, red	Good	11	90	No	No	100%	11
91	237891.314	Cherry, black	Good	8	91	No	No	100%	8
92	237890.951	Oak, red	Good	20	92	No	No	100%	20
93	237943.623	Oak, red	Fair	19	93	No	No	100%	19
94	237916.443	Elm, american	Fair	12	94	No	No	50%	6
95	237894.54	Oak, red	Very Good	18	95	No	No	100%	18
96	237888.152	Aspen, quacking	Fair	12	96	No	No	50%	6
97	237845.677	Elm, american	Fair	10	97	No	No	50%	5
98	237895.972	Oak, red	Fair	11	98	Keep	Yes		-11
99	237897.875	Oak, bur	Fair	8	99	Keep	Yes		-8
100	237878.303	Oak, bur	Fair	8	100	Keep	Yes		-8

101	237870.912	Oak, red	Fair	10	101	Keep	Yes		-10
102	237860.471	Oak, red	Good	9	102	Keep	Yes		-9
103	237766.007	Mulberry	Good	9	103	No	No	50%	4.5
104	237710.947	Oak, red	Good	16	104	No	No	100%	16
105	237718.367	Willow, black	Fair	12	105	No	No	100%	12
106	237715.562	Oak, red	Good	22	106	No	No	100%	22
107	237762.61	Cherry, black	Fair	12	107	No	No	100%	12
108	237850.759	Oak, red	Good	16	108	No	No	100%	16
109	237894.897	Oak, red	Good	12	109	No	No	100%	12
110	237873.916	Oak, red	Good	9	110	No	No	100%	9
111	237912.803	Cherry, black	Good	12	111	No	No	100%	12
112	237942.174	Oak, bur	Fair	22	112	3x 10 6 6, deer s	No	100%	22
113	237894.862	Elm, american	Good	12	113	No	No	50%	6
114	237853.401	Aspen, quacking	Good	16	114	No	No	50%	8
115	237870.147	Aspen, quacking	Fair	10	115	No	No	50%	5
116	237855.044	Aspen, quacking	Fair	12	116	No	No	50%	6
117	237836.976	Aspen, quacking	Fair	12	117	No	No	50%	6
118	237829.515	Aspen, quacking	Fair	12	118	No	No	50%	6
119	237876.007	Elm, american	Fair	8	119	No	No	50%	4
120	237918.828	Elm, american	Good	13	120	No	No		6.5
121	237995.634	Elm, american	Fair	12	121	Keep	Yes		-12
122	237948.105	Elm, american	Fair	10	122	Keep	Yes		-10
123	237947.477	Oak, red	Fair	12	123	Keep	Yes		-12
124	237909.049	Cherry, black	Fair	36	124	Keep	Yes		-36
125	237903.413	Elm, american	Fair	20	125	2x 20 16	No	50%	10
126	237913.669	Cedar, red	Fair	10	126	No	No	100%	10
127	237925.468	Elm, american	Fair	9	127	Keep	Yes		-9
128	237965.523	Oak, red	Fair	12	128	Keep	Yes		-12
129	237967.751	Oak, red	Good	15	129	Keep	Yes		-15
130	237965.769	Oak, red	Fair	8	130	Keep	Yes		-8
131	237963.661	Oak, red	Fair	10	131	Keep	Yes		-10
132	237944.857	Cedar, red	Good	11	132	Keep	Yes		-11
133	238003.46	Cedar, red	Fair	8	133	Keep	Yes		-8
134	237979.699	Cherry, black	Fair	21	134	Keep	Yes		-21
135	238014.378	Cherry, black	Good	10	135	Keep	Yes		-10
136	238012.741	Cedar, red	Good	11	136	Keep	Yes		-11
137	237976.323	Elm, american	Fair	8	137	Keep	Yes		-8
138	237954.116	Elm, american	Fair	8	138	Keep	Yes		-8
139	237994.338	Oak, red	Fair	14	139	Keep	Yes		-14
140	237983.44	Aspen, quacking	Fair	8	140	Keep	Yes		-8
141	237988.538	Aspen, quacking	Fair	8	141	Keep	Yes		-8
142	237986.799	Aspen, quacking	Fair	10	142	Keep	Yes		-10
143	237960.166	Oak, red	Fair	13	143	Keep	Yes		-13
144	237951.177	Elm, american	Fair	8	144	Keep	Yes		-8
145	237971.563	Oak, red	Good	15					

**Request for Council Action****Approve Custom Grading Agreement, Access Easement Agreement, Permanent Drainage, Utility and Stormwater Ponding Easement Agreement for Lot 5, Block 1, Broadmore Ponds (3945 89th St E)**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	Engineering Escrow provided by owner

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement, Access Easement Agreement, Permanent Drainage, Utility and Stormwater Ponding Easement Agreement for Lot 5, Block 1, Broadmore Ponds (3945 89th St E).

SUMMARY

The owners of 3945 89th St E are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Laurence and Lisa Lencowski, have provided the required Grading and Erosion control plans. They have signed the Custom Grading Agreement (attached) which spells out the conditions to be met. An engineering escrow of \$2,500 has been provided to cover costs incurred by the City for review and inspection of the site grading. A building permit will be applied for and a \$10,000 LOC or cash surety has been provided.

The owners have also executed an Access Easement Agreement for maintenance access purposes to the pond within the back portion of the property. In addition, they will be providing a drainage and utility easement over the nearby regional basin.

It is recommended the City approve the Custom Grading Agreement, Access Easement Agreement, and Permanent Drainage Utility Stormwater Ponding Easement relating to Lot 5, Block 1, Broadmore Ponds.

TJK/np

Attachment: Custom Grading Agreement
Access Easement Agreement
Permanent Drainage, Utility, and Stormwater Ponding Easement

CUSTOM GRADING AGREEMENT
FOR
LOT 5, BLOCK 1, BROADMORE PONDS,
INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
LOT 5, BLOCK 1, BROADMORE PONDS,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 28th day of June, 2021, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for construction of a home on the Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities, stormwater management and associated vegetative cover and landscaping;

WHEREAS, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and
2. The Owner shall provide an irrevocable letter of credit 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 Owner 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 approved by the Director of PWD.

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

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the Custom Grading 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 OWNER. "Owner" means Laurence J. Lencowski and Lisa M. Lencowski, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans, drawings, specifications and surveys identified in and attached to Appendix 1.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

1.5 CUSTOM GRADING AGREEMENT. "Custom Grading Agreement" means this instant contract by and between the City and Owner.

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

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

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

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

1.10 OTHER REGULATORY AGENCIES. "Other Regulatory Agencies" means and includes the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Water Management Organization
- d.) State of Minnesota
- e.) Minnesota Department of Natural Resources
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

1.11 UTILITY COMPANIES. "Utility Companies" means and includes the following:

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

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Property or transferred pursuant to this Custom Grading Agreement.

1.13 IMPROVEMENTS. "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.14 OWNER DEFAULT. "Owner Default" means and includes any of the following or any combination thereof:

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

1.15 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.

1.16 OWNER WARRANTIES. "Owner Warranties" means that the Owner hereby warrants and represents the following:

- A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.
- B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner 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.
- C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. **FEE TITLE.** The Owner owns fee title to the Property.

E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work 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 year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

1.17 **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 Custom Grading Agreement.

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

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

If to Owner:
Laurence J. Lencowski and Lisa M. Lencowski
3945 – 89th Street E.
Inver Grove Heights, MN 55076

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

1.19 **PROPERTY.** "Property" means the real property located in the City of Inver Grove

Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2

APPROVAL OF DEVELOPMENT PLANS

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions and subject to the conditions and requirements set forth by the City Engineer, the City hereby approves the Development Plans.

2.2 RECORDING. This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No building permit shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3

IMPROVEMENTS

3.1 IMPROVEMENTS. The Owner shall install, at their own cost, the Improvements in accord with the Development Plans. The Owner Improvements shall be completed by the dates shown on Appendix 2, 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 Custom Grading Agreement after expiration of time by which the Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the Improvements are completed to the City's satisfaction.

The City will allow impervious surface to be installed within the easterly ten (10) feet of the fifteen (15) foot Access Easement between the City and Landowner of even date herewith; provided, however, setbacks will require the installation of grass within the westerly five (5) feet of the fifteen (15) foot Access Easement.

3.2 GROUND MATERIAL. The Owner shall ensure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 GRADING/DRAINAGE PLAN. The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the Property shall be completed in conformance with the Development Plans.

3.4 BOULEVARD AND AREA RESTORATION. The Owner shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the

approved erosion control plan. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

3.6 LANDSCAPING. Site landscaping shall be in accordance with the Development Plans.

3.7 DRIVEWAY. If a driveway is proposed to be constructed, the Owner must construct the driveway per City requirements.

3.8 EROSION CONTROL. The Owner 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 Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner 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 9. The Owner shall be financially responsible for payment for this extra work.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner agrees to grant to the City 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 Property 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 Agreement. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. 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 Owner's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions. Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the 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.

ARTICLE 4 **OTHER PERMITS**

4.1 PERMITS. The Owner 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 the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner 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 Owner.

ARTICLE 5 **RESPONSIBILITY FOR COSTS**

5.1 IMPROVEMENT COSTS. The Owner shall pay for the 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.

5.2 CITY MISCELLANEOUS EXPENSES. The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

5.4 TIME OF PAYMENT. The Owner 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 6 **OWNER WARRANTIES**

6.1 STATEMENT OF OWNER WARRANTIES. The Owner hereby makes and states the Owner Warranties.

ARTICLE 7 **CITY WARRANTIES**

7.1 STATEMENT OF CITY WARRANTIES. The City hereby makes and states the City Warranties.

ARTICLE 8 **INDEMNIFICATION OF CITY**

8.1 INDEMNIFICATION OF CITY. 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.) breach by the Owner of the Owner Warranties;
- b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;
- d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;
- e.) failure by the Owner to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Improvements;

- h.) construction of the Improvements;
- i.) delays in construction of the Improvements;
- j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9

CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, 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 Custom Grading Agreement;
- b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;
- c.) the City may suspend or deny building and occupancy permits for the Property;
- d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

9.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Custom Grading Agreement is breached by the Owner 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.

9.3 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 Custom Grading 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.

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of

PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10 **ESCROW DEPOSIT**

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of \$10,000.

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, 2023. 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, 2023, 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 that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

- a.) a Owner Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2023.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific 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 1.16 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. The Owner has deposited \$2,500 in cash with the City (hereafter “Engineering Escrow Amount”) prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney’s fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City’s standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and vegetative cover and landscaping on the Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

- a.) all of the landscaping and vegetative cover 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 landscaping exceed the initially deposited \$2,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11 **MISCELLANEOUS**

11.1 CITY'S DUTIES. The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

11.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the City under this Custom Grading Agreement.

11.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Custom Grading Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Custom Grading Agreement.

11.4 RECORDING. The City shall, at Owner’s cost, record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor’s and assigns of the City. This

Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading 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 Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading 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 Custom Grading 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 Custom Grading 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.

11.8 GOVERNING LAW. This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11.9 COUNTERPARTS. This Custom Grading 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.

11.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

11.11 INCONSISTENCY. If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

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

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IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 28th day of June, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:


Laurence J. Lencowski

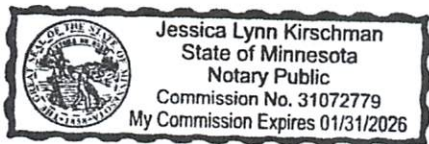

Lisa M. Lencowski

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 15th day of June, 2021, by Laurence J. Lencowski and Lisa M. Lencowski, husband and wife.



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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 5, Block 1, Broadmore Ponds, Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	6-3-21	Pioneer Engineering

The Development Plans were approved by the City Engineer on June 11, 2021.

APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the Improvements.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u> X </u>	Prior to obtaining building permit or 12-31-21, whichever occurs first	Grading, drainage, and sediment & erosion control
<u> X </u>	Prior to certificate of occupancy	Septic system
<u> X </u>	Prior to certificate of occupancy	Driveway
<u> X </u>	Prior to certificate of occupancy	As-built

ACCESS EASEMENT AGREEMENT
FOR LOT 5, BLOCK 1, BROADMORE PONDS,
DAKOTA COUNTY, MINNESOTA

THIS ACCESS EASEMENT AGREEMENT FOR LOT 5, BLOCK 1, BROADMORE PONDS, DAKOTA COUNTY, MINNESOTA (“Agreement”) is made, executed and effective the 28th day of June, 2020, by and between Laurence J. Lencowski and Lisa M. Lencowski, husband and wife (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

WHEREAS, Grantor owns certain real property (hereinafter defined as the “Servient Parcel”) located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, legally described on the attached **Exhibit A**.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement for access and ingress and egress over the Servient Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned agree to the creation of the easement (the “Easement”) as herein set forth:

1. **Servient Parcel:**

The Servient Parcel means and is defined as follows:

The real property described on the attached Exhibit A.

2. **Easement Area:**

The Easement Area means and is defined as follows:

The real property described and depicted on the attached Exhibit B.

3. **Grant of Easement:**

Grantor hereby conveys and grants to City and its successors, permitted assigns and contractors a non-exclusive Easement for access and ingress and egress on

and over the Easement Area according to the terms hereof. The City hereby accepts such Easement and the duties and restrictions contained herein.

4. **Purposes and Uses of Easement:**

There is a public storm water pond (DNR Pond B-3) located on the Servient Parcel. The City, from time to time, may need to access the public storm water pond on the Servient Parcel. In order for the City to access the public storm water pond, the City needs an access easement over the Servient Parcel. The purpose of the easement is to permit the City and its successors, permitted assigns, and contractors to use the Easement Area so that City may access the public storm water pond in the event the City needs to inspect or maintain the public storm water pond.

5. **Restrictions on Use:**

The City shall only use the Easement Area if and when the City has the need to inspect or maintain the public storm water pond and related appurtenances or restore the Easement Area. Only vehicles owned by the City or owned by contractors hired by the City may travel on the Easement Area. This Easement does not create a public right of way; it only creates a limited access route for the City and its contractors for the purposes above stated.

6. **Benefited Parties:**

The Easement created herein is for the sole benefit of the City, its successors, permitted assigns and contractors. The City agrees to adhere to the terms and conditions stated herein, and the City shall cause its successors, permitted assigns and contractors to adhere to the terms and conditions stated herein.

7. **No Pavement or Gravel Base:**

The City will not install any bituminous or concrete pavement in the Easement Area.

8. **Inspections:**

If the City needs to use the Easement Area as an access route for inspection of the public storm water pond and related appurtenances, and if no construction, maintenance, repair or restoration otherwise needs to be done by the City at that time, then access over the Easement Area shall be limited to pedestrian travel only, and vehicles shall not be employed. City owned vehicles and vehicles owned by contractors hired by the City may travel over the Easement Area only when from time to time the City needs to construct, maintain, or repair the public storm water pond or appurtenances or restore the Easement Area.

9. **Duration of Easement:**

The Easement created hereby is perpetual and runs with the Servient Parcel and shall be binding upon the Servient Parcel.

10. **No Unreasonable Interference:**

The City's use of the Easement Area shall not unreasonably interfere with Grantor's ability to use the Easement Area.

11. **Binding Effect:**

The terms and conditions of this Agreement shall be binding upon the parties, their successors and permitted assigns. This Agreement shall run with the Servient Parcel.

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

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

CITY:
CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of June, 2020, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

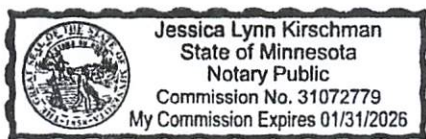
GRANTOR:

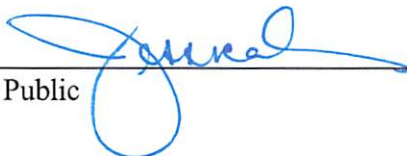

Laurence J. Lencowski


Lisa M. Lencowski

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 15th day of June, 2021, by Laurence J. Lencowski and Lisa M. Lencowski, husband and wife.





Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

**AFTER RECORDING, PLEASE
RETURN TO:**

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

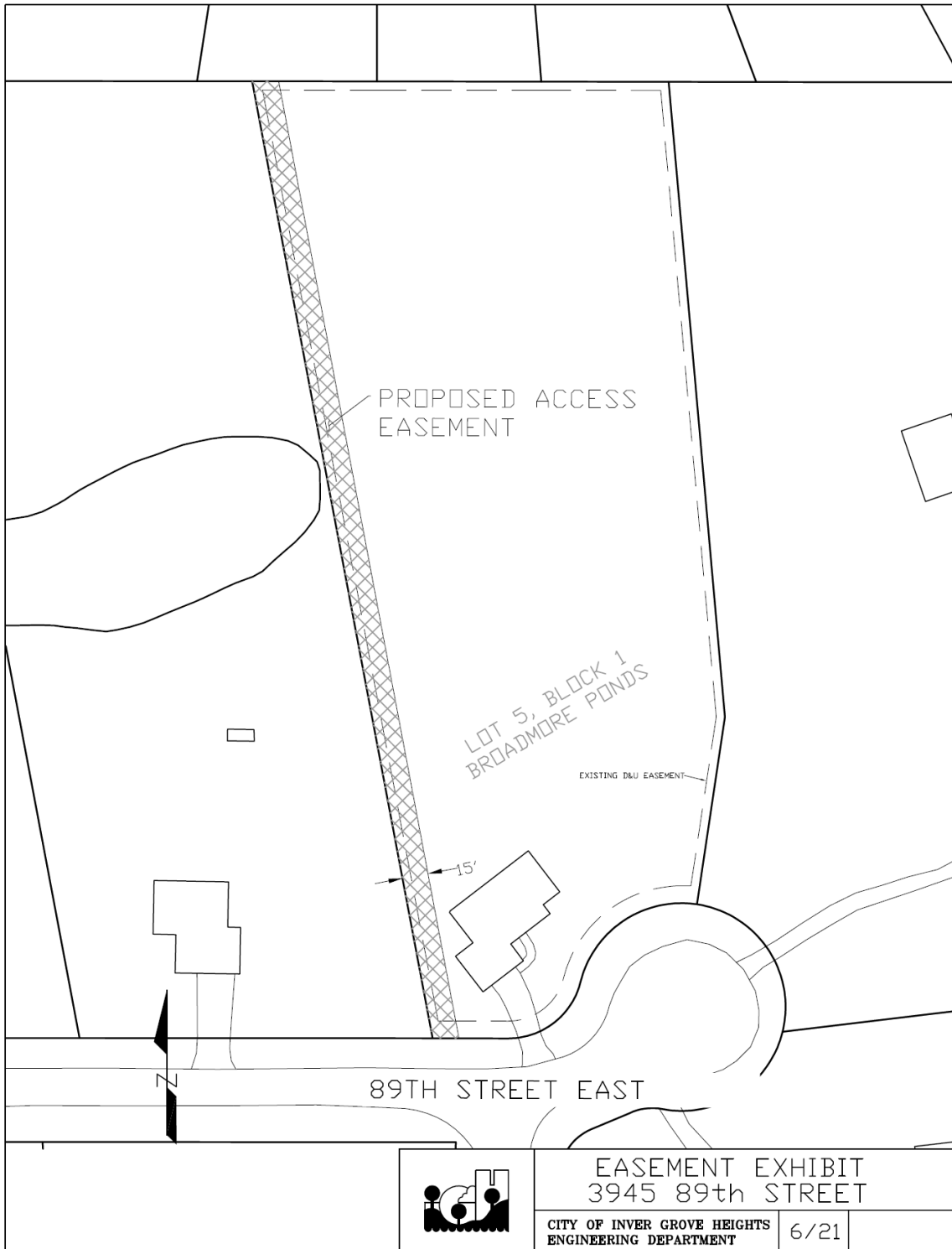
EXHIBIT A
LEGAL DESCRIPTION OF SERVIENT PARCEL

Lot 5, Block 1, Broadmore Ponds, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent easement for access and ingress and egress purposes over, under, through and across the westerly 15 feet of Lot 5, Block 1, BROADMORE PONDS, according to the recorded plat thereof.

EXHIBIT B (CONTINUED)
DEPICTION OF EASEMENT AREA



PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT

THIS PERMANENT DRAINAGE, UTILITY AND STORMWATER PONDING EASEMENT (Easement) is made, granted and conveyed this 28th day of June, 2021, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter referred to as City) and Laurence J. Lencowski and Lisa M. Lencowski, husband and wife (hereinafter referred to as Landowner).

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

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection, stormwater control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of drainage facilities, utilities, stormwater ponding, stormwater collection and stormwater control improvements, under, over, across, through and upon the following described premises (the “**Easement Area**”) situated within Dakota County, Minnesota, to-wit:

See the attached legal description and depiction on **Exhibit B**, incorporated herein by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants, at the sole cost of the City:

- a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may deem appropriate.

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

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

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

This Easement shall run with the Landowner's Property and shall inure to the benefit of the Landowner and the City and shall bind Landowner and the successors and assigns of Landowner and shall be binding upon the City and the successor's and assigns of the City. This Easement shall also be binding upon any right title or interest of the parties to the Landowner's Property acquired after the date of this Easement or acquired after the date of recording of this Easement.

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of June, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

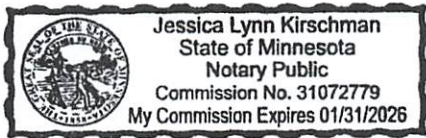
LANDOWNER:

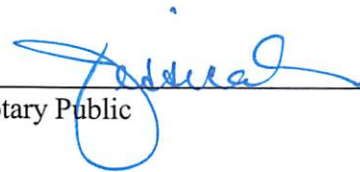

Laurence J. Lencowski


Lisa M. Lencowski

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 15th day of June, 2021, by Laurence J. Lencowski and Lisa M. Lencowski, husband and wife.





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'S PROPERTY

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

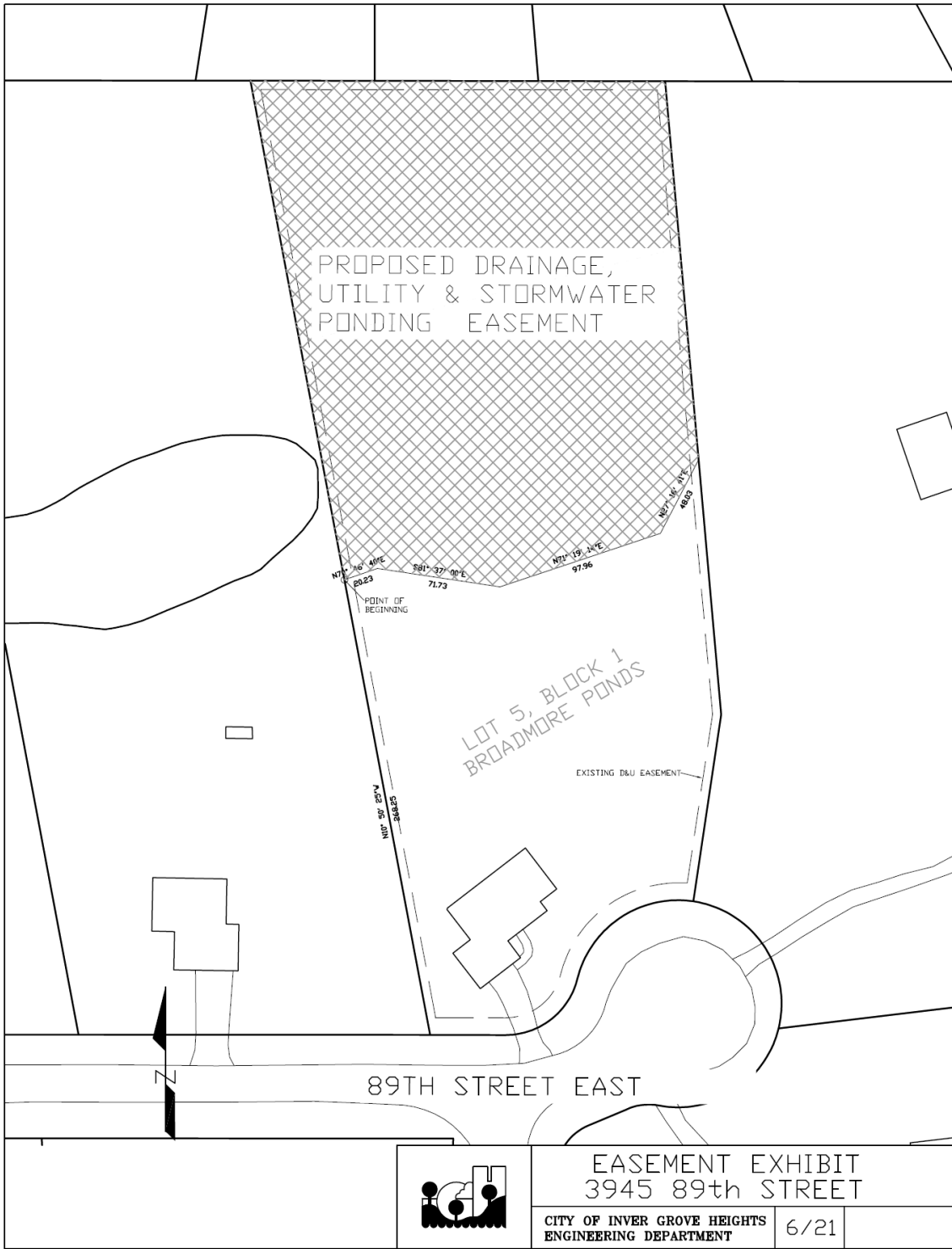
Lot 5, Block 1, Broadmore Ponds, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent easement for drainage, utility, stormwater, stormwater ponding, stormwater collection and stormwater improvement purposes over, under, through and across that part of the Landowner Property lying northerly of the following described line:

Commencing at the southwest corner of said Lot 5; thence northerly along the southwest line of said Lot 5 on an assumed bearing of North 10° 50' 25" West, a distance of 268.25 feet to the point of beginning of the line to be described; thence North 70° 46' 40" East a distance of 20.23 feet; thence South 81° 37' 00" East a distance of 71.73 feet; thence North 71° 19' 14" East a distance of 97.96 feet; thence North 27° 16' 41" East a distance of 48.03 feet more or less to the northeasterly line of said Lot 5 and there terminating.

EXHIBIT B (CONTINUED)
DEPICTION OF EASEMENT AREA



Request for Council Action

Approve Encroachment Agreement for Landowner Improvements within City Drainage and Utility Easement for 500 Aidan Cove (Lot 10, Block 1, Tipperary)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski, 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski, City Engineer	FTE included in current complement	
Reviewed by:	Klay Eckles, Interim Public Works Director	New FTE requested - N/A	
		Other: Engineering Escrow	X

PURPOSE/ACTION REQUESTED

Approve Encroachment Agreement for Landowner Improvements within City Drainage and Utility Easement for 500 Aidan Cove (Lot 10, Block 1, Tipperary).

SUMMARY

The owners, Eric and Anna Schmidt, of 500 Aidan Cove, have requested to install a fence in an existing Drainage and Utility Easement on their property. There is a watermain pipe and stormwater structure within this Drainage and Utility Easement.

The owners have agreed to accept responsibility for removing the fence if the watermain system or storm facility ever needs to be repaired or replaced. The location and design of the fence will keep the property owner in compliance with the City's Obstruction Policy. An engineering escrow of \$1,500.00 has been provided to cover attorney fees and inspection of the fence. A copy of the signed Encroachment Agreement is attached.

It is recommended that the City Council approve this Encroachment Agreement for landowner improvements within City Drainage and Utility Easement for 500 Aidan Cove (Lot 10, Block 1, Tipperary).

NP/kf

Attachment(s): Encroachment Agreement
Exhibit

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 10, BLOCK 1, TIPPERARY,
INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 10, BLOCK 1, TIPPERARY, INVER GROVE HEIGHTS (Agreement) is made this 28th day of June, 2021, by and between the City of Inver Grove Heights (hereafter referred to as “City”), a Minnesota municipal corporation, and Eric Jay Schmidt and Anna Bo Mee Schmidt, husband and wife (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 10, Block 1, Tipperary, Dakota County, Minnesota, according to the recorded plat thereof.

Torrens Property
COT: 171468 & 168663

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

The platted drainage and utility easement located on the Subject Land dedicated in the plat of Tipperary, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Eric Jay Schmidt and Anna Bo Mee Schmidt, husband and wife, and their 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:

Eric Jay Schmidt and Anna Bo Mee Schmidt
500 Aidan Cove
Eagan, MN 55123

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 fence, gate, concrete footings and related fence appurtenances constructed on the Subject Land within the City Easement.

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

1.9 Construction Plan. “Construction Plan” means the sketch attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan was approved by the City Engineer on June 8, 2021, and 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 will be constructed 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 placed 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 THEMSELVES AND THEIR 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 only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, retaining walls, 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 per the attached Construction Plan.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, 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.) Installation 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.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of June, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

CITY OF INVER GROVE HEIGHTS

By: _____

Tom Bartholomew

Its Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)

) ss.

COUNTY OF DAKOTA)

On this 28th day of June, 2021, before me a Notary Public within and for said County, personally appeared Tom Bartholomew and Rebecca Kiernan, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:


Eric Jay Schmidt


Anna Bo Mee Schmidt

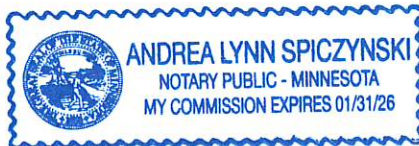
STATE OF MINNESOTA)

) ss.

On this 10th day of June, 2021, before me a Notary Public within and for said County, personally appeared Eric Jay Schmidt and Anna Bo Mee Schmidt, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

Andrea L Spiczynski



6/10/2021

This instrument was drafted by:

Timothy J. Kuntz

LeVander, Gillen & Miller, P.A.

633 South Concord Street, Suite 400

South St. Paul, Minnesota 55075

(651)451-1831

After recording, please return to:

Timothy J. Kuntz

LeVander, Gillen & Miller

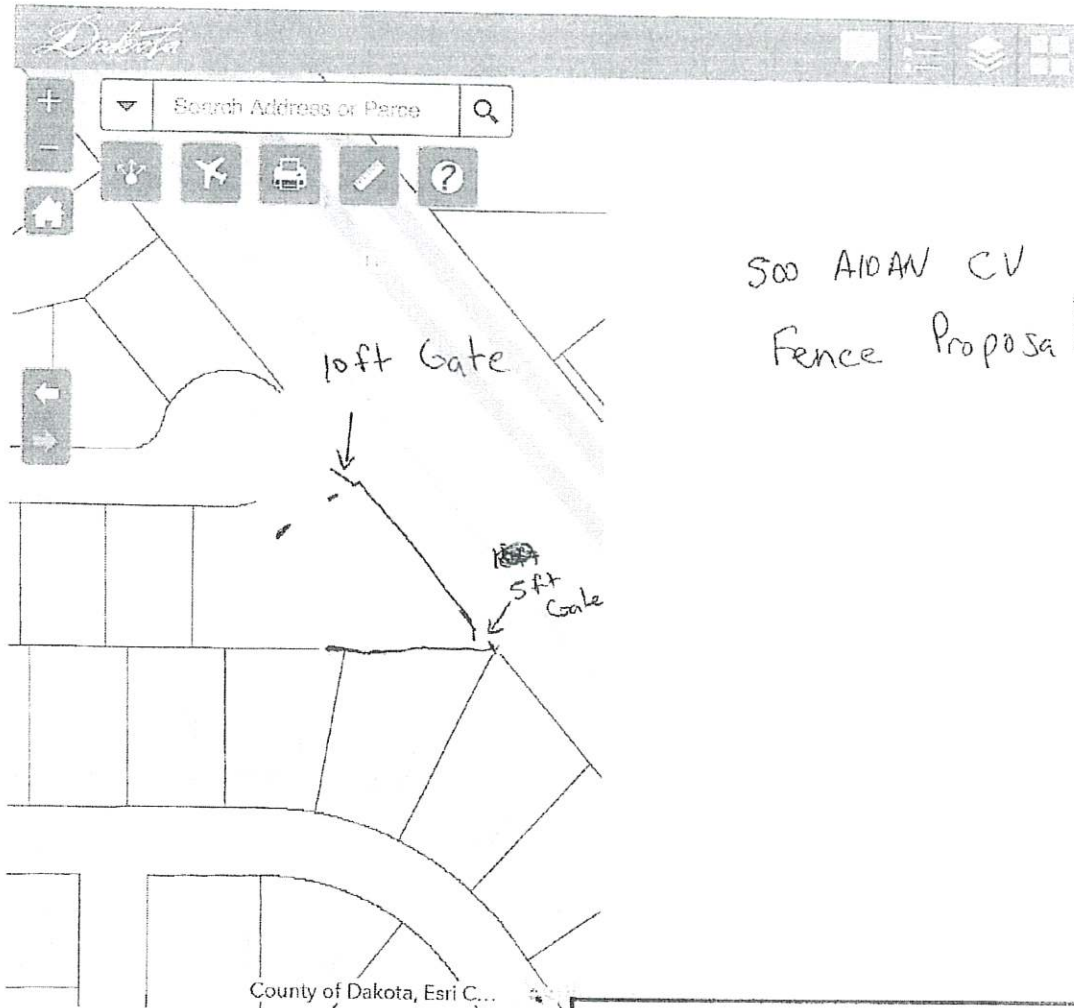
633 South Concord Street, Suite 400

South St. Paul, Minnesota 55075

(651)451-1831

EXHIBIT A
CONSTRUCTION PLAN

EXHIBIT A **CONSTRUCTION PLAN**



500 AIDAN CV
Fence Proposal

0 50 100ft

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<https://gis.co.dakota.mn.us/Webapp/builder/PropertyInformationPublic/index.html>

	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077-0412
Approval is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and consulted at the job site. This information does not pertain solely to the fabrication processes or to techniques of construction for all coordination of the work of all trades; and for assuring consistency with the Contract Documents.	
Approval of drawings or items does not relieve the Contractor of the responsibility for complying with all requirements of the Contract Documents.	
☒ APPROVED ☐ APPROVED AS NOTED	☐ DISAPPROVED ☐ REVISED AND RESUBMIT
Date: <u>6/8/2021</u>	By: <u>[Signature]</u>

6/23/21, 11:33 AM
Page 1 of 1

**Request for Council Action****Consider Resolution Approving Union Pacific Railroad Agreement for Public Watermain Related to Fortistar RNG Expansion**

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
	Klay Eckles, Interim Public Works Director	Other: Developer Escrow Funded	X

PURPOSE/ACTION REQUESTED

Consider Resolution Approving Union Pacific Railroad Agreement for Public Watermain Related to Fortistar RNG Expansion.

SUMMARY

On April 12, 2021, the City Council approved a Conditional Use Permit for the Fortistar RNG facility next to Pine Bend Landfill. An engineering condition of the CUP approval is to extend public watermain from 117th Street to the Fortistar RNG site.

An Agreement is required between Union Pacific Railroad the City of Inver Grove Height as the owner (following acceptance of Fortistar installation) of the watermain crossing beneath the railroad that extends public water supply to the Fortistar facility. All license fees, inspections and insurance requirements of the installation are to be funded through the Fortistar development engineering escrow.

Staff recommends Council approve the resolution approving the Union Pacific railroad agreement for public watermain related to Fortistar RNG expansion.

JM

Attachment(s): Resolution
Pipeline Crossing Agreement (12-inch watermain)

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

**RESOLUTION APPROVING PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD
FOR PUBLIC WATERMAIN RELATED TO FORTISTAR RNG EXPANSION**

RESOLUTION NO. 2021-181

WHEREAS, On April 12, 2021, the City Council approved a Conditional Use Permit for the Fortistar RNG facility next to Pine Bend Landfill. A condition of the CUP approval is to extend public watermain from 117th Street to the Fortistar RNG site; and

WHEREAS, Union Pacific railroad requires a Pipeline Crossing Agreement with the City of Inver Grove Height, as the owner of the watermain facility crossing the railroad; and

WHEREAS, the agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Said agreement is hereby approved by the City Council of the City of Inver Grove Heights on June 28, 2021.
2. The City of Inver Grove Heights and staff are authorized to enter into an agreement for a public watermain crossing with Union Pacific railroad related to the Fortistar RNG Conditional Use Permit. The proper City officers be and hereby are authorized to execute such agreement.
3. Funding for the agreement license fees, inspections and insurance requirements of the installation are to be funded through the Fortistar development engineering escrow

Adopted by the City Council of Inver Grove Heights, Minnesota this June 28, 2021.

Tom Bartholomew, Mayor

ATTEST

Rebecca Kiernan, City Clerk



May 11, 2021
Folder: 03272-30

JAKE MOSER
CITY OF INVER GROVE HEIGHTS
8168 BARBARA AVE
INVER GROVE HEIGHTS MN 55077

Re: Proposed An Underground 12 Inch Dip Pipe Encased In A 24 Inch Steel Casing For Transporting And Conveying Water Pipeline Crossing of Railroad Property at Mile Post 338.79 on the Albert Lea Subdivision at or near Inver Grove, Dakota County, Minnesota

Jake Moser:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed package, as shown below to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Craig Benson.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Seven Thousand Five Hundred Sixty Dollars (\$7,560.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. When submitting payment, please refer to the UPRR's payment guidance that was included with your agreement. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at COBENSON@up.com.

Sincerely,

Craig Benson
Mgr II Real Estate Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 338.79, Albert Lea Subdivision
Location: Inver Grove, Dakota County, Minnesota

THIS AGREEMENT ("Agreement") is made and entered into as of May 11, 2021, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF INVER GROVE HEIGHTS**, to be addressed at 8168 Barbara Ave, Inver Grove Heights, Minnesota 55077 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate an underground 12 inch DIP pipe encased in a 24 inch steel casing for transporting and conveying water only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Inver Grove, Dakota County, State of Minnesota ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated April 28, 2021, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for an underground 12 inch DIP pipe encased in a 24 inch steel casing for transporting and conveying water, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Seven Thousand Five Hundred Sixty Dollars (\$7,560.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensors at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensors to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensors herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensors to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensors of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensors to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensors, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensors's written consent, will be absolutely void and may result in Licensors's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03272-30)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF INVER GROVE HEIGHTS
8168 Barbara Ave
Inver Grove Heights, Minnesota 55077

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF INVER GROVE HEIGHTS

By: _____

By: _____

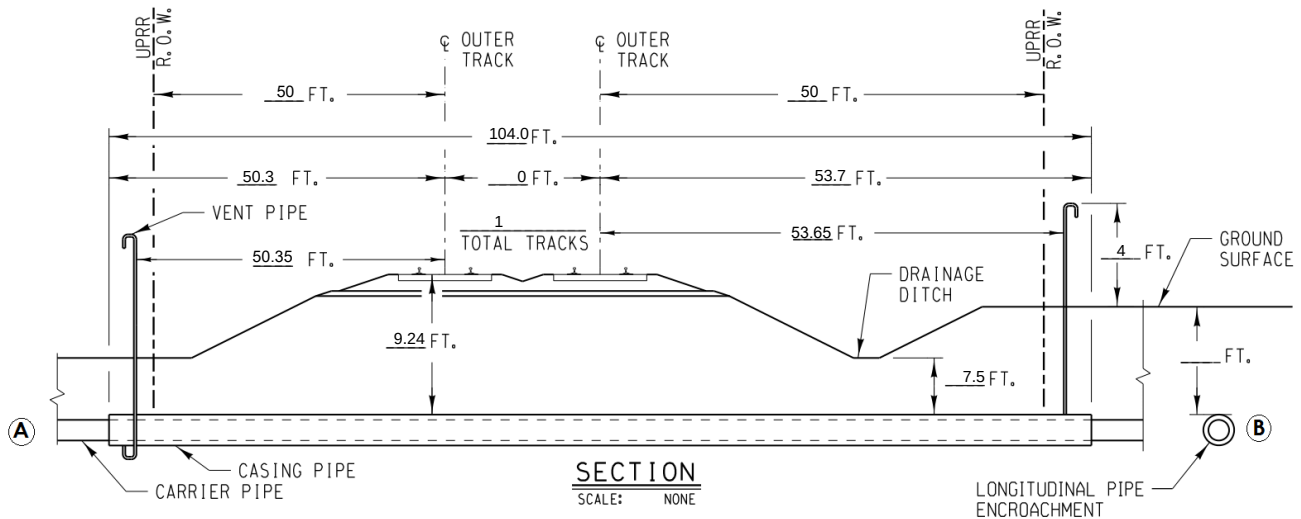
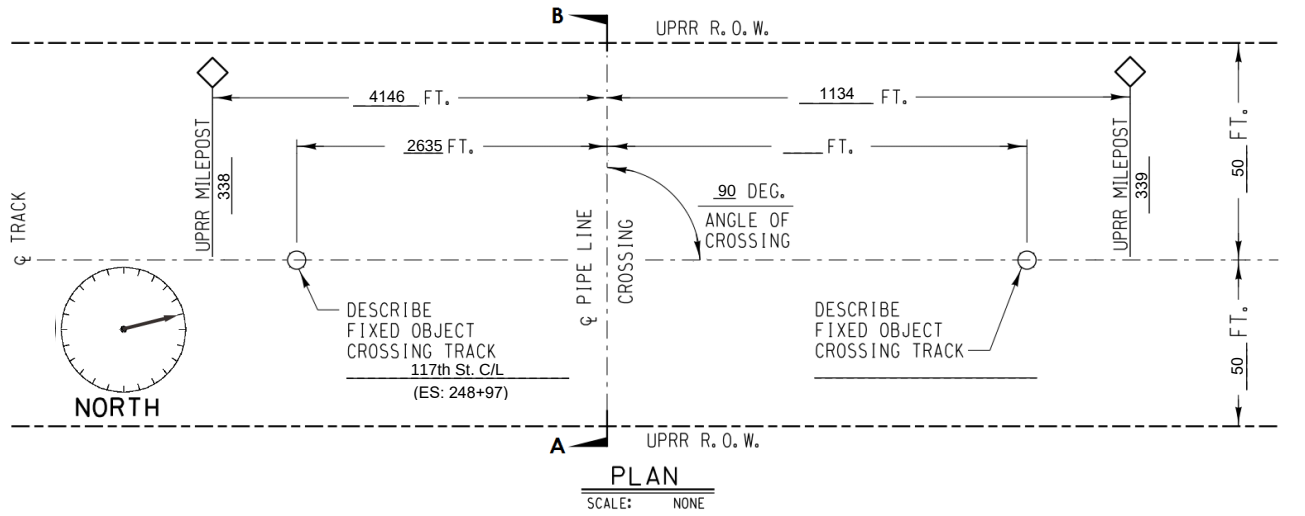
Craig Benson
Mgr II Real Estate Contracts

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL DIP. IF RCP, CLASS V? NA.
COMMODITY TO BE CONVEYED WATER.
OPERATIONAL PRESSURE 62-70 PSI. MAOP 350 PSI.
WALL THICKNESS (INCH)/ SCHEDULE 0.37 / CL 52. DIAMETER 12 IN.
CATHODIC/COATING PROTECTION YES
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
TOTAL LENGTH CASING PIPE: 104 FT.
WALL THICKNESS 0.4375 IN. DIAMETER 24 IN.
CATHODIC/COATING PROTECTION YES.
CASING PIPE IS SEALED AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 53.7 AND 50.3.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Albert Lea Sub.

TRACK TYPE: MAINLINE

M.P.: 338.79

LAT.: 44.786406

E.S.M.: 275+32

LONG.: -93.056833

NEAREST CITY: INVER GROVE

COUNTY: DAKOTA

STATE: MN

APPLICANT: BDI WASTE SYSTEMS OF NORTH AMERICA, LLC

FILE NO.: 0327230

DATE: 04/28/2021

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of

five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors then current safety standards located at the below web address ("Licensors Safety Standards") to ensure uniformity with the safety standards followed by Licensors own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensors if it determines that any of Licensors Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensors Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensors, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensors operations and work performed by Licensors personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensors shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensors Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensors shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensors operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensors provides such support, Licensors shall invoice Licensee, and Licensee shall pay Licensors as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensors Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensors then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 or ISO Claims Made form CG 00 02 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors' property; PROVIDED, however,

that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

E. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

Request for Council Action

Consider Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed, and Ordering Preparation of Proposed Assessments for City Project No. 2020-06 - Good Samaritan Pond (1301 50th St.)

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested - N/A	
	Klay Eckles, Interim Public Works Director	Other: Special Assessments, Stormwater Utility Fund	X

PURPOSE/ACTION REQUESTED

Consider resolutions calling for hearing on proposed assessments, declaring costs to be assessed, and ordering preparation of proposed assessments for City Project No. 2020-06 - Good Samaritan Pond (1301 50th St.).

SUMMARY

Bids for City Project No. City Project No. 2020-06 - Good Samaritan Pond (1301 50th St.) were opened on June 15th, 2021. The assessment hearing for City Project 2020-06 is proposed for July 26th, 2021. Award of a construction contract for the project will be considered after the final assessment hearing.

The estimated total project cost of \$376,799 is greater than the feasibility estimate of \$336,293. Bids received were competitive, but higher than estimated due to increasing construction costs and schedule requirements. A comprehensive funding package is proposed to include the stormwater utility fund and special assessments.

Based on the apparent low bid, the estimated total project cost for City Project No. 2020-06 is \$376,799 and recommended final assessments are \$160,592. The total assessment amount is approximately 43 percent of the project costs. Staff recommends the assessments not be increased from the preliminary amounts. Staff will prepare the final assessment roll, based on the lowest responsible bidder, plus estimated indirect costs and contingencies.

RECOMMENDATIONS

Staff recommends adopting the attached resolutions calling for a hearing on the proposed assessments, declaring the costs to be assessed, and ordering preparation of the proposed assessments City Project No. City Project No. 2020-06 - Good Samaritan Pond (1301 50th St.).

JM

Attachment(s): Resolutions

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

**RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS**

CITY PROJECT NO. 2020-06 - GOOD SAMARITAN POND (1301 50TH ST.)

RESOLUTION NO. 2021-182

WHEREAS, a contract has been let (estimated costs have been calculated) for City Project No. City Project No. 2020-06 - Good Samaritan Pond located at : 1301 50th Street, Inver Grove Heights, (Dakota County Section 29 Township 28 Range 22, PID No. 200291051011), and the contract (bid) price for such improvement is \$301,439, and the expenses incurred or to be incurred in the making of such improvement amount to \$75,360 so that the total cost of the improvement will be \$376,799.

WHEREAS, the total final estimated project cost for City Project No. 2020-06 is \$376,799.

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

1. The amount to be specially assessed for City Project No. 2020-06 is hereby declared to be \$160,592.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights this 28th day of June 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

CITY PROJECT NO. 2020-06 - GOOD SAMARITAN POND (1301 50TH ST.)

RESOLUTION NO. 2021-183

WHEREAS, by a resolution of the City Council on Monday, June 28, 2021 the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2021 Improvement Program

City Project No. 2020-06 - Good Samaritan Pond (1301 50th St.)

WHEREAS, Trunk storm sewer and stormwater basin outlet improvements (removals, reinforced concrete pipe, control structure, manholes, riprap), erosion control, watermain offset, restoration (bituminous patching, aggregate base patching, spot curb replacement, topsoil, seeding) within public drainage and utility easement at the following location: 1301 50th Street, Inver Grove Heights, Dakota County Section 29 Township 28 Range 22, PID No. 200291051011.

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the July 26, 2021 in the City Council Chambers, 8150 Barbara Avenue at 6:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights this 28th day of June 2021

Tom Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

TITLE: Consider accepting RFP Fire Service Evaluation Study recommendation to award contract to Citygate Associates, LLC and authorizing Interim City Administrator to enter into a contract with Citygate Associates LLC.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Judy Thill, Fire Chief	Budget amendment requested	
Prepared by:	Heather Rand/Judy Thill	FTE included in current complement	
Reviewed by:	Heather Rand, Interim CA	New FTE requested - N/A	
		Other	X-Host Community Fund

PURPOSE/ACTION REQUESTED:

Consider acceptance of the Request for Proposal (RFP) Fire Service Evaluation Study Committee's recommendation for Council to enter into a contract with Citygate Associates, LLC to perform a Fire Service Evaluation Study as delineated in Citygate's June 1, 2021 RFP response.

SUMMARY:

At the April 12, 2021 City Council meeting, Council approved the Request for Qualifications (RFQ) for a Fire Department Service Evaluation. Six firms replied by the deadline with their Statement of Qualifications. The RFQ's were evaluated by staff and 3 firms were recommended for future consideration for a comprehensive fire department service evaluation. At the May 10, 2021 Council meeting, Council approved a fire department service evaluation Request for Proposal (RFP) be sent to 3 of those firms: Citygate Associates, Fitch and Associates, and Matrix Consulting Group.

All three companies responded to the RFP by the RFP posted deadline for continued evaluation. A committee made up of Council Member Piekarski Krech, Council Member Murphy, Interim City Administrator Rand, Finance Director Hove, Chief Thill, Assistant Chief Bergum, On-call Battalion Chief Oswald, and IGH International Association of Firefighters Local President Rank to review the proposals, evaluate based on established criteria and rank the proposals. After such committee review of all three proposals, the committee consensus was to hire Citygate Associates to conduct a Fire Department Services Evaluation of the Inver Grove Heights Fire Department. The Citygate Associates proposal was recommended due to the firm's wide breath of experience, performing fire department evaluation work in 400 other cities located in 14 states, including recent work in the cities of Eagan, Woodbury and Bloomington, MN with good local references. The not-to-exceed cost

for this evaluation by Citygate Associates is \$55,375 and the study will take up to 5 months to perform.

Staff recommend the study be funded from the Host Community Fund as it is a one-time and unplanned for expense with the results of the study intended to benefit all residents with planned, improved fire service. Staff recommends Council approval of the attached contract with Citygate Associates to conduct a Fire Department Services Evaluation for the not-to-exceed cost of \$55,375.



600 Coolidge Drive, Suite 150 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

June 23, 2021

Heather Rand
Interim City Manager
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
hrand@ighmn.gov

SUBJECT: FIRE DEPARTMENT SERVICE EVALUATION FOR THE CITY OF INVER GROVE HEIGHTS – COST PROPOSAL

As we have discussed, Citygate's cost proposal included geographic mapping data and services that many cities cannot provide themselves. During follow-up conversations after submitting our proposal, it seems likely that part or all the study's needed mapping services could be provided by City staff. Doing so will require further research on the City's part.

To commence contracting the study, Citygate can offer:

1. Our bid, for a not-to-exceed cost of \$55,375, will be the maximum cost possible.
2. City-provided geographic mapping data and services can lower the cost by \$5,000–\$8,000.
3. If the savings are realized, the City can choose to save the funds or consider using part or all of them to add on-site meetings by Citygate team members. Due to COVID-19 restrictions at the time of Citygate's proposal, travel was not originally budgeted.

* * *

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at our headquarters office, located in Folsom, California at (916) 458-5100, extension 101 or via e-mail at dderoos@citygateassociates.com if you wish further information.

Sincerely,

David C. DeRoos, MPA, CMC, President

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

RESOLUTION NO. 2021-184

**RESOLUTION ACCEPTING THE REQUEST FOR PROPOSAL FIRE SERVICE
EVALUATION STUDY COMMITTEE'S RECOMMENDATION FOR COUNCIL TO ENTER
INTO A CONTRACT FOR COMPLETION OF A FIRE DEPARTMENT SERVICE
EVALUATION TO CITYGATE ASSOCIATES**

WHEREAS, on May 10, 2021 the City Council approved the issuance of a Request for Proposal (RFP) for a Fire Department Services Evaluation to Fitch and Associates, Matrix Consulting Group, and Citygate Associates.

WHEREAS, the Fire Department received Proposals back from all three consultant firms.

WHEREAS, a Fire Department and City evaluation committee reviewed all three Proposals and has recommended awarding the contract for a Fire Department Services Evaluation to Citygate Consultants, LLC.

NOW, THEREFORE, be it resolved that the City Council of Inver Grove Heights does hereby accept the RFP Fire Department Services Evaluation study committee's recommendation to award a contract for the completion a Fire Department Service Evaluation to Citygate Associates, LLC and authorizes execution of the attached contract between the City and Citygate Associates, LLC for a Fire Department Service Evaluation.

Adopted by the City Council of Inver Grove Heights on this 28th day of June, 2021.

Ayes:

Nays:

ATTEST:

Tom Bartholomew, Mayor

Rebecca Kiernan, City Clerk

AGREEMENT FOR FIRE DEPARTMENT SERVICE EVALUATION

This contract (the "Agreement") is made and entered into this _____ day of June, 2021, between the City of Inver Grove Heights, Minnesota, a Minnesota municipal corporation (the "City"), located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, and Citygate Associates, LLC (the "Contractor"), a California limited liability company located at 600 Coolidge Drive, Suite 150, Folsom, CA, 95630.

The City and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

1. Purpose. The purpose of this agreement is to set forth the terms and conditions under which the Contractor will provide certain services to the City.

2. Scope of Services. The Contractor shall perform a Fire Department Service Evaluation (the "Services") as described in Exhibit A to this Agreement which is incorporated herein by reference. The Services shall comply with all requirements of the Request for Proposals approved by the Inver Grove Heights City Council on May 10, 2021 and incorporated herein by reference. If any conflict exists between this Agreement, the Request for Proposals, and the terms of Exhibit A, the most restrictive standards shall control.

The Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the Services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the Services. The Contractor represents and warrants that it has the requisite training, skills, and experience necessary to provide the Services and is appropriately licensed by all applicable agencies and governmental entities and will perform the Services with reasonable care and skill.

The Contractor shall not perform any additional Services without the express written permission of the City.

3. Term. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with the terms of this Agreement, until the Completion Date.

- A. Start date: The Contractor shall commence the provision of Services on: June 29, 2021.
- B. Key Dates: The Contractor agrees to provide the Services on the schedule shown in Exhibit A.
- C. Completion Date: The Contractor shall complete the Services by December 1, 2021.

The City may terminate this Agreement for convenience at any time. Termination shall be effective upon ten (10) days' written notice to the Contractor.

The Contractor may terminate this Agreement if the City is in breach of any material obligation contained in this Agreement, which is not remedied by the City within ten (10) days of written notice.

The Parties may voluntarily terminate this Agreement at any time by mutual agreement.

In the event of termination, the City shall only be responsible to pay for the Services satisfactorily performed by the Contractor to the effective date of termination, as described in the final invoice to the City.

4. Compensation. As consideration for the provision of the Services, the City agrees to pay the Contractor per the Proposed Cost Estimate shown in Exhibit A. Notwithstanding anything to the contrary in Exhibit A, the total cost for all proposed Services shall not exceed \$55,375.00 without prior written approval of the City.

Contractor shall submit monthly payment invoices to the City after such Services have been completed.

Each invoice shall include in detail the hours worked and a description of the Services performed. The invoice shall be submitted to the City Council for approval at the first City Council meeting following receipt of the invoice. The City shall pay Contractor within one (1) week after the invoice has been approved for payment by the City Council.

If the City objects to all or any portion of any invoice, the City shall notify the Contractor of the dispute with ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. Any dispute shall be settled in accordance with Paragraph 8 of this Agreement.

5. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the Services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the Services contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties.

6. Insurance Requirements.

The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Contractor agrees to maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed

liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain Commercial Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000.
- C. Professional (Errors and Omissions) Liability Insurance. The Contractor will maintain professional liability insurance for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under this Agreement. The Contractor is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.
- D. Workers' Compensation. The Contractor agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement.

The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

7. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone

for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Dakota County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.
- B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any legal remedy.

9. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- E. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.
- F. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.
- G. Government Data/Privacy. The Contractor agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The Contractor understands that all of the data created,

collected, received, stored, used, maintained or disseminated by the Contractor in performing those functions that the City would perform is subject to the requirements of Chapter 13, and the Contractor must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Contractor to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

- H. Audits. Pursuant to Minn. Stat. Section 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices that are relevant to this Agreement, are subject to examination by the City and either the Legislative Auditor or the State Auditor for a minimum of six years from the end of this Agreement.
- I. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- J. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City: Chief Judy Thill
Inver Grove Heights Fire Department
9200 Courthouse Blvd
Inver Grove Heights, MN 55077

Notice to Contractor: Citygate Associates, LLC
Attn: Chief Stewart Gary
600 Coolidge Drive
Suite 150
Folsom, CA 95630

- K. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of *force majeure*. "*Force majeure*" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- L. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

M. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew

Its: Mayor

Attest: _____
Rebecca Kiernan
Its: City Clerk

CITYGATE ASSOCIATES, LLC

By: _____
David C. DeRoos

Its: President

EXHIBIT A

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PROPOSAL TO PERFORM A
FIRE DEPARTMENT SERVICES
EVALUATION

CITY OF INVER GROVE
HEIGHTS, MN

JUNE 1, 2021

City of Inver Grove Heights, MN
Proposal to Perform a Fire Department Service Evaluation

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City of Inver Grove Heights, MN
Proposal to Perform a Fire Department Service Evaluation



600 Coolidge Drive, Suite 150 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

SECTION A—COVER LETTER

June 1, 2021

Judy Thill, Fire Chief
Inver Grove Heights Fire Department
City of Inver Grove Heights
9200 Courthouse Boulevard
Inver Grove Heights, MN 55077

**RE: PROPOSAL TO PERFORM A FIRE DEPARTMENT SERVICE EVALUATION FOR THE CITY OF
INVER GROVE HEIGHTS**

Dear Chief Thill:

Citygate Associates, LLC (Citygate), founded in 1990, is pleased to present its proposal to perform a Fire Department Service Evaluation for the City of Inver Grove Heights, Minnesota (City). This letter explains why Citygate is one of the most experienced fire deployment and staffing consultancies in the country. *More information about Citygate's qualifications and proposed Project Team can be obtained in our Statement of Qualifications submitted to the City on April 28, 2021, in response to the City's Request for Qualifications for this engagement.*

Chief Stewart Gary will represent Citygate in all matters regarding this proposal's content. His contact information follows.

Chief Stewart Gary, MPA, Public Safety Principal
600 Coolidge Drive, Suite 150
Folsom, CA 95630
916-458-5100 ext. 305
sgary@citygateassociates.com

A Standards of Coverage Analysis (SOC), or deployment study, is the multi-step process used to determine fire station locations and crew/apparatus staffing to meet the unique needs of a community. Chief Stewart Gary, our Public Safety Principal, literally wrote the book on SOC studies. He was the lead author on the second through fourth editions of the Standards of Response Coverage manual published by the Commission on Fire Accreditation International (CFAI).

Our deployment studies have served over 21 million residents, more than four times the population of Minnesota.

Over the last 20 years, Chief Gary and his team of subject matter specialists have performed well over 400 fire service studies across the United States, including in Minnesota, Iowa, Kansas, Texas, New Mexico, Oklahoma, Arizona, Utah, California, New York, Ohio, Oregon, Idaho, and Washington. Our deployment studies have served over 21 million residents, more than four times the population of Minnesota. In other words, Citygate has broad experience with the service delivery challenges across numerous fact patterns and regulatory environments.

Over the years, Chief Gary has led several successful studies in the Midwest, beginning with a deployment review for the City of Minneapolis. Since then, Citygate has completed fire services evaluations in cities such as Eagan, Bloomington, and Woodbury, Minnesota, and the City of Andover, Kansas, all of which were well received. In addition, Citygate has executed many of the largest fire and EMS deployment studies we know of, including for the California counties of San Diego (57 agencies), El Dorado (14 agencies), and Los Angeles, as well as for the cities of San Diego, Oakland, and Stockton; the Sacramento Metropolitan Fire District; and both the Ports of Long Beach and Los Angeles.

We were also selected as the only firm to provide consulting services to the Orange County Fire Authority for service level reviews (audits) for each of its business sections over the next two years, culminating in an agency-wide strategic plan. Most recently, the City of Santa Monica, California, selected Citygate to perform a Standards of Coverage study and strategic plan, stating in a staff report, “As an industry leader . . . Citygate was the only firm to demonstrate sufficient, relevant experience, to clearly articulate the ability to provide community stakeholder outreach, and to meet the technical expertise standards required.”

Chief Gary has developed a fire/EMS deployment team that consists of the best, most experienced community-risks, incident-statistics, and geo-mapping analysts found in the United States.

Why is this experience critical? The City is hiring external assistance that knows how to uncover tough issues and how to work them to successful closure. We know the approaches needed and, as importantly, how to effectively communicate the results to all project stakeholders. We do not deliver pre-determined reports and will not employ junior staff or staff lacking public agency experience to lower our costs and only deliver high-volume, low-cost, low-quality work.

City of Inver Grove Heights, MN
Proposal to Perform a Fire Department Service Evaluation

Citygate has an outstanding track record with our clients. When Citygate commits to a client, we commit to that client's long-term success, far beyond the scope of the initial project. We strongly encourage the City to contact our project references—they are *golden*. This experienced team will not present lofty ideas that have no practical chance of implementation or acceptance. Our study will be in-depth and will make a *business case* for changes in deployment, staffing, and/or station location, if needed. What sets us apart is our ability to weave our experience with our clients' facts and needs into recommendations that can positively move their fire service decisions ahead.

Citygate is an independent company, not co-owned or under the control of any professional or standards-setting organization in fire services or government management. All Citygate's principals and key consultants have had very successful careers, first in local or state government and then in consulting. We are not academics or professional standards organization members trying to communicate only one policy agenda determined by its members rather than meeting the needs of the City of Inver Grove Heights. We believe this makes Citygate increasingly unique and, as such, allows us to provide the most neutral, best practice advice available fitting your local needs.

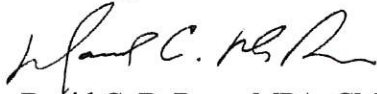
* * *

This proposal complies with any amendments, alterations, or deletions to the City's RFP.

Citygate believes that, upon the City's review of our unique qualifications, you will find Citygate's team of multi-disciplinary consultants will exceed the City's expectations. Citygate would be honored to be of service to Inver Grove Heights!

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at our headquarters office, located in Folsom, California at (916) 458-5100, extension 101 or via email at dderoos@citygateassociates.com if you wish further information.

Sincerely,



David C. DeRoos, MPA, CMC
President

SECTION B—PROJECT UNDERSTANDING AND APPROACH

The core methodology used by Citygate Associates, LLC, (Citygate) in the scope of its deployment analysis work will be that of the “Standards of Coverage” systems approach to fire department deployment as published by the Commission of Fire Accreditation International (CFAI). This is a systems-based approach using local risk and demographics to determine the level of protection best fitting the Department’s needs.

Changes in deployment, if desirable, will be identified along with likely timing. This Citygate team strength means we are able to develop specific recommendations tailored to the local situation that are implementable. We will specifically identify what is working well, where improvements are needed, and what new resources, if any, would be needed to implement the recommendations. Recommendations will account for cost and the Department’s ability to implement them.

We will request background information along with an incident electronic data export. The information request is designed to use standard available Department records and will not require an overly burdensome effort.

As directed, we will interview not only internal Department members, but key stakeholders at City Hall who provide leadership and logistics support to the Department. In this listening as well as in the risk assessment portion of the project, we carefully consider the needs of the community and the risks to be protected for the emergency outcomes the community desires and can fund.

Given our long experience conducting Standards of Cover projects, as well as our Minnesota experience, we do not need to take exceptions to the RFP and Citygate’s team has all the skills necessary to excel at delivering the study as scoped by the City.

B.1 PROJECT UNDERSTANDING

Citygate understands that the Inver Heights Fire Department desires a Standards of Cover (SOC) Assessment based on nationally recognized guidelines and best practices, federal and state mandates, and pertinent local and regional operating procedures. The SOC Assessment is intended to establish recommended minimum requirements relative to the organization and deployment of fire suppression operations, emergency medical operations, and special operations for consideration by the Department, and will create a template for future analysis.

Citygate’s Standard of Coverage assessments are performed in accordance with the methodology outlined in Standards of Response Coverage (6th Ed.) as published by the CFAI. Our studies also incorporate guidelines and best practices in the field of deployment and risk analysis from the National Fire Protection Association (NFPA), Insurance Services Office (ISO), the CFAI, relevant federal and state laws and regulations, other recognized industry best practices, as well as stakeholder interests.

B.2 SCOPE OF WORK – FIRE DEPARTMENT SERVICE EVALUATION

Utilizing the SOC process as described in the CFAI's *Standards of Response Coverage*, the following is our proposed detailed Work Plan, comprised of tasks incorporating all the following requirements as listed in the City's requested Scope of Work:

- ◆ Standards of Cover & Deployment Analysis
 - Component A: General summary of the community and constituents served by the Department
 - Component B: Analysis and summary of the services provided by the Department
 - Component C: Examination of the effectiveness of inter-jurisdictional response
 - Component D: Analysis and summary of the community risk
 - Component E: Review of historical fire service system performance
 - Component F: Development of performance objectives and measures
 - Component G: Overview of compliance methodology
 - Component H: Development of evaluation, conclusions, and recommendations to policymakers
- ◆ Development and Review of Draft Project Report
- ◆ Delivery of Final Standards of Cover Document

B.3 OVERVIEW OF APPROACH

The study will include the following components of the SOC process:

Standards of Coverage Process Elements

SOC Element		Description
1	Existing Deployment System	Overview of the community served, the agency's authority to provide services, and current deployment model and performance metrics.
2	Community Outcome Expectations	Review of the community's expectations relative to response services provided by the agency.
3	Community Risk Assessment	Description of the values at risk within the community and analysis of risk from natural and human-caused hazards.
4	Critical Task Analysis	Review of the essential tasks that must be performed and the personnel required to deliver a stated outcome for an Effective Response Force (ERF).
5	Distribution Analysis	Review of the spacing of initial response (first-due) resources (typically engines) to control routine emergencies to achieve desired outcomes.
6	Concentration Analysis	Review of the spacing of fire stations so that larger or more complex emergencies receive sufficient resources in a timely manner (ERF) to achieve desired outcomes.
7	Reliability and Historical Response Effectiveness Analysis	Use of recent prior response statistics to determine the percentage of conformance to established response performance goals the existing deployment system delivers.
8	Overall Deployment Evaluation	Propose Standards of Coverage statements by risk type as appropriate.

Source: CFAI *Standards of Response Coverage*, Sixth Edition

B.4 AVAILABILITY OF STAFF AND PROJECT MANAGEMENT

The Citygate Project Team partnering with the City on this project includes numerous experienced public sector executives. In addition to this executive public sector leadership experience, Citygate has provided the City with an extensive team of specialists that have worked together numerous times on studies such as this. All members of the Project Team review project deliverables to ensure that the City will receive products that encompass the full range of the project's scope.

Throughout the entire project duration, we will monitor engagement progress and completion of tasks, including providing monthly written status reports and oral communications, as needed, to Fire Department and City leadership. In addition, Citygate employs two office support project administrators at its headquarters office who facilitate smooth and timely project progress, support Project Team members, and ensure deliverables are provided to the City on schedule at the highest quality. In addition, Citygate's President reviews the progress of every project monthly.

City of Inver Grove Heights, MN
Proposal to Perform a Fire Department Service Evaluation

The City will have the opportunity to review every project deliverable. The purpose of this is to review the conclusions and tentative recommendations. This will also be an opportunity for the Department and consultants to perform fact-checks and make any mid-course corrections before additional work occurs.

Having conducted over 500 engagements since being founded in 1990, Citygate Associates' project management processes have been fashioned to ensure that the project is conducted smoothly and efficiently within the schedule and budget allocated, and that project deliverables meet the highest quality standards.

SECTION C—SCOPE OF WORK

C.1 PROJECT WORK PLAN

This section details Citygate's proposed project Work Plan to complete the scope of work requested. The proposed project Work Plan consists of five tasks to be completed over a five-month project period, as follows:

Task 1: Initiate and Manage the Project

Subtasks

1.1 Develop a Detailed Work Plan Schedule for the Project

- ◆ Citygate will develop a detailed work schedule for the project. This will assist both the consultants and Department staff to monitor project progress.

1.2 Request and Review Department Data and Documentation

- ◆ At the start of the project, Citygate will develop and submit a request for data/documentation relevant to this project, including the Community Development General Plan; growth forecasts; any appropriate prior studies; Department documentation, including (as available) dispatch and incident data, fleet inventory, staffing, facilities, and response policies; and other relevant information.
- ◆ Citygate will also review available hazard- and risk-related information, travel time performance measure(s), and historical calls-for-service data from Department data systems.
- ◆ Citygate will utilize Dropbox (an online file sharing service) to make it convenient for Department staff to provide requested data/documentation.
- ◆ After receiving the requested documentation, Citygate will review it prior to conducting the start-up meeting and stakeholder interviews in the following subtasks. Citygate has found that reviewing this information prior to interviews improves the effectiveness and value of the interviews since it results in more specific questions and more definitive information.

1.3 Meet with Department Representatives to Initiate the Project

- ◆ Citygate will, in collaboration with the Department, review and finalize a detailed project Work Plan, the schedule, activities, deliverables, roles and responsibilities, and project benchmarks.
- ◆ A key to a successful consulting engagement is a mutual understanding of the project's scope and objectives. In Citygate's experience, this early effort to clearly define expectations, roles, and lines of communications results in a better focus on substantive issues as the engagement progresses.
- ◆ To better understand the issues at stake in this project, Citygate, as appropriate and/or as requested, will meet with:
 - ◆ Fire Chief
 - ◆ Fire Department leadership and other key administrative/support staff
 - ◆ Employee labor group leadership as/if directed
 - ◆ Other project stakeholders.

1.4 Ongoing Project Management

- ◆ Citygate will provide monthly written status reports, along with an invoice, that describe work performed in the prior month, work scheduled in the upcoming month, and any study issues or project and budget issues.
- ◆ In addition, if a serious issue is encountered at any point in the project, Citygate will immediately call and/or email the Department's Project Manager to work on an effective, timely resolution.

Meetings and Deliverables

There will be multiple videoconference meetings during this task to initiate the project, establish relationships, conduct stakeholder interviews, and begin the risk assessment.

Citygate will deliver the final project schedule and data/documentation request in writing.

Key Team Members

Chief Sam Mazza will primarily conduct Task 1, with assistance from Chief Esbensen and Chief Gary.

Task 2: Standards of Coverage Assessment

Subtasks

2.1 Component A: General Summary of the Community and Constituents Served by the Department

The Citygate team will understand and describe the Department's community, to include:

- ◆ Service area general population and demographics.
- ◆ History, formation, and general description of the fire agency.
- ◆ Governance and lines of authority.
- ◆ Organizational design.
- ◆ Operating budget, funding, fees, taxation, and financial resources.
- ◆ Description of the current service delivery infrastructure.

2.2 Component B: Analysis and Summary of the Services Provided by the Department

The Citygate team will analyze and summarize the services provided by the Department. This will include:

- ◆ Review and evaluation of calls for service demographics from a historical perspective.
- ◆ Review and evaluation of operational staffing levels and distribution of resources.
- ◆ Review and evaluation of administration and support staffing levels.
- ◆ Review of Department performance goals, objectives, and measures.

2.3 Component C: Examine the Effectiveness of Inter-Jurisdictional Response

While this study is not an analysis of adjacent departments, Citygate will evaluate the effectiveness and benefits of emergency services including services provided by the Department and by its partners.

2.4 Component D: Analysis and Summary of the Community Risk

Citygate will conduct an analysis of community risks, including:

- ◆ Identification and description of appropriate geographic planning zones.
- ◆ Identification and description of values at risk within the Department's area.

- ◆ Identification, description, and analysis of natural and human-caused fire and non-fire hazards with potential to adversely impact the service area relative to services provided by the Department.
- ◆ Determination of probability of occurrence for each identified hazard by planning zone.
- ◆ Determination of probable impact severity for each identified hazard by planning zone.
- ◆ Determination of overall risk by hazard for each planning zone.

Citygate's Community Risk Assessment will include all the elements in the City's requested scope of work, Component D.

2.5 Component E: Review of Historical Fire Service System Performance

Citygate will use GIS mapping software to study the effectiveness of existing station locations to understand the existing deployment system performance and test proposed service measures by risk types in different zones for first-due, all-risk units.

- ◆ ***Distribution Analysis***

Citygate will review the effectiveness of existing station locations to evaluate the deployment system's performance by risk types in different zones for first-due, all-risk units.

- ◆ ***Concentration Analysis***

Using prior incident statistics of coverage, Citygate will conduct an analysis of the Department's capability to achieve an Effective Response Force (ERF) within best practice response times to resolve more serious/complex emergencies.

- ◆ ***Reliability Study***

Citygate will utilize StatsFD™ software to provide a comprehensive statistical analysis of:

- Current response workload of each staffed fire company, including crew unit-hour utilization (UHU).
- Concurrent service demand and operational impacts.
- Historical response performance components.
- Mutual and automatic aid provided and received.

◆ ***Capacity Study***

Citygate's analysis will include a study of maximum emergency service capability of the Department resources inclusive of auto aid and mutual aid resources.

◆ ***Historical Performance Summary***

Citygate's analysis will include actual fire service reflex time performance (response time) by individual components (call processing, turnout, travel time, etc.).

2.6 Component F: Performance Objectives and Measures

Citygate's assessment will provide the Department with fire and EMS response performance goals specific to the nature and type of risks identified, from which it can adjust, if needed, the fire services deployment system, with a clear understanding of the costs involved with any recommended changes. These goals will include those for the first-due and effective response force.

2.7 Component G: Overview of Compliance Methodology

Citygate will work with the Department's management team to develop a methodology that will allow the Department to continually measure future performance. This methodology will include, but not necessarily be limited to:

- ◆ Records Management Systems (RMS) usage policies.
- ◆ Assignment of oversight responsibilities.
- ◆ Schedule of assessments.
- ◆ Review requirements.
- ◆ Department adopted metrics.

2.8 Component H: Evaluation, Conclusions, and Recommendations to Policy Makers

Citygate will provide an overall deployment analysis summary, to include:

- ◆ A description of the current deployment system.
- ◆ A summary assessment of the current deployment system's ability to protect the assets at risk within the Department, including the number and location of fire stations, the quantity and types of apparatus, operational staffing levels, specialized technical capabilities, and first-due and ERF performance.
- ◆ Recommendation, as needed, of revised performance objectives by risk type, including measures and compliance methodologies in alignment with recognized

industry best practices, community expectations, and current and prospective future Department resources.

- The recommended performance goals will be consistent with recognized guidelines from the NFPA, the CFAI, and the ISO.
- ◆ Identification of areas that are underserved, inefficient, or over-covered.
- ◆ Recommended deployment and/or operational changes as appropriate to enhance fire service and EMS delivery, including implementation strategies, recommended timing, and estimated costs.

Meetings and Deliverables

There are no meetings or deliverables anticipated for this task.

Key Team Members

Chief Mazza will primarily conduct Task 2, with input from Chief Gary and Chief Esbensen. In addition, statistical data will be analyzed by Michael Fay of Animated Data, and BERK Consulting will conduct the GIS analysis.

Task 3: Initial Findings Briefing

Subtasks

3.1 Prepare and Conduct an Initial Findings Briefing

- ◆ Upon completion of Task 2, Citygate will conduct a videoconference briefing of the SOC findings for the Department. This briefing will also include a discussion of any anomalies in the data and the resolution of any remaining issues.
- ◆ Pursuant to any input received from the Department, Citygate will make any data-driven changes and then refinements, if needed, will be incorporated into the Draft Report.

Meetings and Deliverables

One videoconference meeting is anticipated for this task to conduct the Initial Findings Briefing.

Deliverables for this task will consist of the Initial Findings Briefing document in PowerPoint format.

Key Team Members

In Task 3 Chief Mazza and Chief Gary will develop and deliver the Initial Findings Briefing with input from Chief Esbensen.

Task 4: Prepare and Deliver the Draft Report

The entire Citygate Project Team will develop a comprehensive written Standards of Coverage Draft Report, including findings, recommendations, and exhibits as appropriate.

Subtasks

4.1 Prepare Draft Report with Exhibits

- ◆ The entire Citygate team will prepare a Draft Report, including appropriate statistical and geographic mapping exhibits. This Draft Report will include:
 - An executive summary describing the nature of the report, the methods of analysis, the primary findings, and critical recommendations.
 - Detailed narrative analysis of each report component structured in easy-to-read sections, accompanied by explanatory support to encourage understanding by both staff and civilian readers.
 - Clearly designated recommendations highlighted for easy reference and catalogued as necessary in a report appendix.
 - Supportive charts, graphs, and diagrams, where appropriate.
 - Supportive maps, utilizing GIS analysis, as necessary.
 - Appendices, exhibits, and attachments, as necessary.
- ◆ Upon completion of the Draft Report, electronic versions in Microsoft Word will be sent to the Department's project representative for comments using the "track changes" and "insert comments" tools in Microsoft Word.

4.2 Review Draft Report with Department

- ◆ Citygate's normal practice is to review the Draft Report with management personnel to ensure that the factual basis for the recommendations is correct and to allow time for a thorough review. In addition, Citygate takes time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

Meetings and Deliverables

There is one videoconference anticipated for this task to review the Draft Report with the Department.

Deliverables for this task will include the complete Draft Report, including appropriate statistical, geographic mapping, and other exhibits as needed.

Key Team Members

Chief Mazza will primarily conduct the Task 4 Draft Report authoring, with assistance from Chiefs Gary and Esbensen.

Task 5: Prepare and Deliver the Final Report

5.1 Prepare and Deliver the Final Report

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how the review was conducted, what issues were identified, why the recommendations were made, and how implementation should be accomplished.
- ◆ Based on results of the review process in Tasks 3 and 4, Citygate will prepare and submit an Executive Summary and comprehensive Final Report, including appropriate statistical, mapping, and other exhibits as needed.

5.2 Final Report Presentation

- ◆ Citygate will present key elements of the Final Report using Microsoft PowerPoint to an audience as determined by the Department's project representative.

Meetings and Deliverables

There will be one videoconference meeting for this task to present key elements of the Final Report.

Deliverables for this task include the comprehensive Final Report, including statistical and mapping exhibits, and a Microsoft PowerPoint presentation of key elements of the Final Report to an audience as determined by the Department's project representative.

Key Team Members

Chief Mazza will primarily conduct Task 5, with assistance from Chiefs Gary and Esbensen.

C.2 STUDY COMPONENTS WITH WHICH THE DEPARTMENT MUST ASSIST

The Department staff have the best capability to collect much of the required data that can assist the Citygate study. Therefore, the Department will assist Citygate with:

- ◆ Providing data and documents describing the organization, services, performance measures, and other information as requested by Citygate, as available.
- ◆ Identifying a single point of contact for this project.

SECTION D—PROJECT SCHEDULE

D.1 PROPOSED PROJECT SCHEDULE

Citygate is prepared to initiate this study upon execution of a contract for services. Based on our experience with similar studies, we expect this study to take approximately five months to complete.

Proposed Project Schedule

Task	Month 1	Month 2	Month 3	Month 4	Month 5
1. Initiate and Manage the Project					
2. Standards of Coverage Assessment					
3. Initial Findings Briefing					
4. Prepare and Deliver the Draft Report				 	
5. Prepare and Deliver the Final Report					 

 Submit Document Request  Start-Up Meeting  Initial Findings Briefing  Submit Draft Report  Draft Report Review
 Submit Final Report  Final Report Presentation

D.2 PROJECT MEETINGS

The following is the proposed schedule of meetings to facilitate the gathering of information for the project and to explain/present the project's findings and recommendations:

- ◆ Task 1 – There will be multiple videoconference meetings during this task to initiate the project, establish relationship, conduct stakeholder interview, and begin the risk assessment.
- ◆ Task 2 – There are no meetings anticipated for this task.
- ◆ Task 3 – One videoconference meeting is expected for this task to conduct the Initial Findings Briefing.
- ◆ Task 4 – There is one videoconference anticipated for this task to review the Draft Report with the Department.
- ◆ Task 5 – There will be one videoconference meeting for this task to present the key elements of the Final Report to the Department.

SECTION E—TIME/COST ESTIMATE

E.1 PROPOSED COST ESTIMATE

Our charges are based on *actual time* spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. We will undertake this study for a “not-to-exceed” total cost based on our Work Plan and Scope of Work, including all tasks defined the City’s RFP Section VI – Scope of Services, as shown in the following table.

Study Tasks	Consulting Fees of Project Team	Reimbursable Expenses (Travel)	Administration (5% of Hourly Fees)	GIS Data	Total Citygate Project Amount
1. Initiate and Manage Project	\$3,655	\$0	\$183	\$0	\$3,838
2. Standards of Coverage Assessment	\$29,655	\$0	\$1,483	\$3,200*	\$34,338
3. Initial Findings Briefing	\$2,975	\$0	\$149	\$0	\$3,124
4. Prepare and Deliver the Draft Report	\$8,430	\$0	\$422	\$0	\$8,852
5. Prepare and Deliver the Draft Report	\$4,975	\$0	\$249	\$0	\$5,224
Total	\$49,690	\$0	\$2,485	\$3,200	\$55,375

*The GIS costs are for navigation-ready data for time-over-distance modeling. If the City has the quality data needed, it will not need to be purchased from a third-party provider.

This cost proposal reflects our best effort to be responsive to the Department’s needs for this project. If our proposed scope of work and costs are not in alignment with Department needs or expectations, we are open to discussing modifications.

The price quoted is effective for 90 days and includes one Draft Report review cycle. Additional draft cycles or processing delays requested by the Department would be billed in addition to the contracted amount at our time and materials rates.

E.1.1 Hourly Rates and Project Hours

The following table shows Citygate’s standard hourly rates, as well as anticipated hours and total costs per task.

City of Inver Grove Heights, MN
Proposal to Perform a Fire Department Service Evaluation

Hourly Rates with Anticipated Hours per Task

Task	David DeRoos	Stewart Gary	Samuel Mazza	George Esbensen	Michael Fay	BERK Consulting	Report Project Administration	Administrative Support	Total Hours
Hourly Rate	\$250	\$250	\$225	\$175	\$195	\$215	\$135	\$95	-
1. Initiate and Manage the Project	2	2	7	4	0	0	0	4	19
2. Standards of Coverage Assessment	2	9	28	33	30	40	0	4	146
3. Initial Findings Briefing	2	3	4	1	0	0	2	4	16
4. Prepare and Deliver the Draft Report	2	2	10	12	0	0	20	4	50
5. Prepare and Deliver the Draft Report	2	1	6	5	0	0	12	4	30
Total Hours	10	17	55	55	30	40	34	20	261
Consulting Fees of Project Team	\$2,500	\$4,250	\$12,375	\$9,625	\$5,850	\$8,600	\$4,590	\$1,900	\$49,690

E.1.2 Billing Schedule

We will bill monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. If we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment through ACH Transfer, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

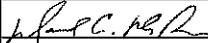
SECTION F—ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA AND STATEMENT OF NON-COLLUSION

Citygate's Acknowledgement of Receipt of Addenda and Statement of Non-Collusion have been provided on the following pages.

XIV. CONFIRMATION OF RECEIPT OF ADDENDA

Addendum #	Date
N/A	

I certify this Proposal complies with the RFP and conditions issued by the City except as clearly marked in the attached copy.

Date	5/27/2021
Name	David C. DeRoos
Authorized Signature	
Title	President
Company Name	Citygate Associates, LLC
Address	600 Coolidge Drive, Suite 150
City, State, Zip	Folsom, CA 95630
Telephone Number	(916) 458-5100
Fax Number	(916) 983-2090
Email	dderoos@citygateassociates.com

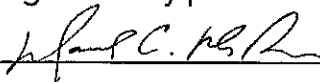
XV. STATEMENT OF NON-COLLUSION

The following statement shall be made as part of the Consultant's Proposal.

I affirm that I am the Consultant, a partner of the consulting Consultant, or an officer or employee of the Consultant's corporation with authority to sign on the Consultant's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement or understanding with any other Consultant designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Consultant or its agent to any person not an employee or agent of the City.

	Signed
David C. DeRoos	Print Name
President	Title
5/27/2021	Date
Citygate Associates, LLC	Contractor Name
600 Coolidge Drive, Suite 150	Address
Folsom, CA 95630	City / State / Zip Code
Phone: (916) 458-5100 Fax: (916) 983-2090	Phone and Fax Numbers
dderoos@citygateassociates.com	Email Address

**Request for Council Action**

TITLE: Consider Approval of a New Group Day Membership for the Veterans Memorial Community Center

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	x
Item Type:	Consent	Amount included in current budget	
Contact:	Julie Dorshak, Recreation Superintendent	Budget amendment requested	
Prepared by:	Julie Dorshak, Recreation Superintendent	FTE included in current complement	
Reviewed by:	Heather Rand, Interim City Administrator	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve new Group Membership program for the Veterans Memorial Community Center

SUMMARY:

The Veterans Memorial Community Center (VMCC) has a number of agreements and contracts for organizations to access the facility, including: Day Passes, Guest Passes, Group Visits, Corporate, Single, Dual, and Family Memberships. The VMCC also has a Silver Sneakers Membership where the Silver Sneakers program reimburses the City \$3.20 for each Silver Sneakers members' visit.

A local apartment complex has contacted the Guest Services staff to request access to the VMCC to accommodate their residents' loss of their outdoor swimming pool for the summer due unforeseen maintenance repairs. City staff believe that creating a Group Day Membership similar to the Silver Sneakers program is a good fit for this business and the Parks and Recreation staff would like to create an agreement to use for this and future group membership programs.

Key terms of the attached Agreement include:

- Guaranteed monthly payment by Group Sponsor
- Additional per-use payments to the City based on actual use by Eligible Individuals
- Agreement to run from June-September 5, 2021

REQUESTED COUNCIL ACTION

Consider approval of the attached Group Membership Agreement.

GROUP MEMBERSHIP AGREEMENT

This contract (the "Agreement") is made and entered into this ____ day of _____, 2021, between the City of Inver Grove Heights Minnesota, a Minnesota municipal corporation (the "City"), _____, a _____ (the "Group Sponsor").

The City and the Group Sponsor are referred to herein individually as a "Party" and collectively as the "Parties."

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions under which the City will provide temporary memberships to individuals and families who meet the criteria established by the Group Sponsor for participation in the Group Membership Program (the "Eligible Participants").

2. Term. The Term of this Agreement shall be from June 28, 2021 through September 5, 2021. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the Group Sponsor, except that this Agreement may be terminated upon two (2) days written notice in the event of a permanent or extended temporary closure of the Facilities or an event of force majeure. The Parties may voluntarily terminate this Agreement at any time by mutual agreement. In the event of termination, the Group Sponsor shall only be responsible to pay for the Group Program Fees through the date of termination.

3. Group Program Fees. The Group Program Fees shall be calculated as follows:

A Base Fee of three hundred dollars (\$300.00) per month for the months of July 2021 and August 2021, and one hundred dollars (\$100.00) per month for the month of September, 2021.

A Per Use charge of six dollars (\$6.00) per person, per visit to the Facilities for all Eligible Participants, excluding those under twelve months of age. No Per Use Charge shall be imposed for the first fifty (50) individual visits in the months of July 2021 and August 2021, or the first twenty (20) visits in September 2021.

Together the Base Fee and the Per Use Charge shall constitute the Group Program Fees. The City shall send an invoice to the Group Sponsor for all Group Program Fees for each month during the Term of this Agreement.

3. Group Membership Program Details. Group Sponsor shall determine the criteria for Eligible Participants under this Agreement. Group Sponsor shall provide Eligible Participants with membership applications for the Veterans Memorial Community Center (the "Facilities") and shall provide the City with a list of Eligible Participants. Only individuals listed on the list of Eligible Participants provided to the City will be eligible for participation in the Group Membership Program. Eligible Participants shall be required to complete the standard Membership Application Form and the City reserves the right to approve or deny membership applications based on its existing membership criteria or terminate memberships under the terms of its membership agreements.

4. Eligible Participant Benefits. Upon approval of the Membership Application by the City, Eligible Participants shall:

- Be provided with a basic fitness membership with unrestricted hours at the VMCC and unlimited access to the VMCC and Grove Aquatic Center under the same terms and conditions as regular memberships except that Eligible Participants shall not be required to pay any enrollment or monthly membership fees or receive any complimentary guest passes during the term of their membership under this Group Membership Agreement.
- Membership terms shall automatically terminate on September 5, 2021, or upon the date of termination of this Agreement if the Agreement is terminated prior to September 5, 2021.

5. City Responsibilities.

The City Shall:

- Administer the Program Enrollment Process for Eligible Participants
- Provide a swipe card or facility membership card to Eligible Participants
- Track utilization of the Facilities by Eligible Participants and provide a summary of the total number of visits of Eligible Participants each calendar month during the Term of this Agreement (the “Usage Report”) to the Group Sponsor.
- Send an invoice for the Usage Charges based on terms of this Agreement and the Usage report to the Group Sponsor each month during the Term of this Agreement.

6. Group Sponsor Responsibilities.

The Group Sponsor shall:

- Comply with all applicable federal, state, and local laws and ordinances and agrees that in establishing its criteria for Eligible Participants, it shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
- Provide confirmation to City that individuals are Eligible Participants, and advise City when individuals are no longer Participants
- Pay all invoices for the Group Program Fee within fifteen (15) days of receipt.

7. Indemnification. To the fullest extent permitted by law, the Group Sponsor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the Group Sponsor’s negligence or the Group Sponsor’s performance or failure to perform its obligations under this Agreement. The Group Sponsor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

8. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Dakota County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor and shall continue in that order until one name remains.
- B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any legal remedy.

9. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Group Sponsor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.
- E. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- F. Notices. All notices and other communications pursuant to this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

Notice to City:

City of Inver Grove Heights
Attn: Julie Dorshak
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Notice to Group Sponsor:

- G. Force Majeure. Except for payment of sums due, neither Party shall be liable to the other or deemed in default under this Agreement, if and to the extent that Party's performance is prevented by reason of *force majeure*. "*Force majeure*" includes war, an act of terrorism, a pandemic or epidemic, fire, earthquake, flood and other circumstances which are beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the Party affected was unable to prevent.
- H. Bankruptcy: Notwithstanding any provision in this Agreement, if at any time there shall be filed by or against a party to this Agreement, in any court, tribunal, administrative agency, or any other forum having jurisdiction, pursuant to any applicable law, either of the United States or of any state, a petitions, in bankruptcy or insolvency or for reorganization or for the appointment of a receiver, trustee, or conservator of all or a portion of the party's property, or if a party makes an assignment for the benefit of creditors, and if this action is not dismissed after 90 days this agreement may be immediately canceled and terminated by the other party.
- I. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.
- J. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

And: _____
Rebecca Kiernan
Its: Clerk



Request for Council Action

	Fiscal/FTE Impact	Mark all that apply
Meeting Date: June 28, 2021	None	X
Item Type: Regular	Amount included in current budget	
Contact: Nicole Cook: 651-450-2491	Budget amendment requested	
Prepared by: Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by: Heather Rand Community Development Director	New FTE requested - N/A	
	Other	

REQUEST FOR APPROVAL OF RENTAL HOUSING LICENSE

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 applications have been submitted:

6512 DAWN AVE; GARY VANDERBUSH

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

RECOMMENDATIONS

Community Development staff recommends approval of the licenses listed above.

**Request for Council Action**

TITLE: Consider Third Reading of an Ordinance Amending Inver Grove Heights City Code Title 5, Chapter 4 Adding Section Related to the Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Regular Meeting	Amount included in current budget	
Contact:	Ally Sutherland, 651-604-8511	Budget amendment requested	
Prepared by:	Ally Sutherland	FTE included in current complement	
Reviewed by:	Allan Hunting	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

The Council is asked to consider approval of the following:

1. Ordinance No. ____ Amending City Code Title 5, Chapter 4 Related to the Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit
2. Resolution No. ____ Approving the Publication of a Summary of Ordinance No. ____, Amending City Code Title 5, Chapter 4 Related to the Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit
3. Resolution No. ____ Amending the 2021 Inver Grove Heights Fee Schedule to add a fee for a Temporary Goat Grazing Permit

BACKGROUND

The City Council held and approved the first reading of the ordinance at the May 24, 2021 City Council Meeting, and the second reading of the ordinance at the June 14, 2021 City Council Meeting. A change was suggested to allow temporary structures subject to staff review and was made during the second reading. No additional changes were suggested by City Council at the second reading.

Since the second reading, the City Attorney's office has suggested additional clarifying language in the attached redlined version of the ordinance to be considered at the third reading.

A resolution for amending the 2021 fee schedule related to the temporary goat grazing permits is attached. This includes a recommended fee of \$50 be imposed for the temporary goat grazing permit to cover staff time associated with the permit review. This permit fee is similar to several neighboring cities with goat grazing permits.

RECOMMENDATION

Planning Staff: The ordinance proposed for the third reading reflects City Council's direction from the first and second ordinance readings, Planning Commission's direction from the April 20, 2021 Planning Commission meeting, and staff recommendations. All changes to the ordinance for the third reading are noted in red in the changes document. Staff recommends adopting the fee schedule amendment and resolution approving the publication of a summary ordinance as included.

ATTACHMENTS

- Redlined Version of Ordinance Showing Changes from Second to Third Reading of the Ordinance
- Ordinance Adopting Code Provisions Related to the Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit
- Matrix of Ordinance Parameters
- Resolution Amending the 2021 Fee Schedule to add a fee for a Temporary Goat Grazing Permit
- Resolution Approving the Publication of a Summary of Ordinance No. _____, Adopting Code Provisions Related to the Temporary Harboring and Keeping of Goats for Prescribed Grazing by Permit

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

ORDINANCE NO. 1416

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 5, CHAPTER 4
RELATED TO ~~THE~~ TEMPORARY HARBORING AND KEEPING OF GOATS FOR
PRESCRIBED GRAZING BY PERMIT:**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Section 5-4-1 of the Inver Grove Heights City Code is hereby amended to include the following definitions:

"Goat" means an animal in the subspecies of *Capra aegagrus hircus*.

"Grazing" means goats eating vegetation.

"Prescribed Grazing" means the temporary use of goats as a landscape management technique to control the growth of invasive and noxious vegetation at a specific location and for a defined length of time. For the purpose of this definition, goats used for prescribed grazing are not considered pets or farm animals.

"Prescribed Grazing Permit" means a permit issued by the City that allows prescribed grazing within City limits.

Section Two. Amendment. Title 5, Chapter 4 of the Inver Grove Heights City Code is hereby amended to add Section 15 as follows:

5-4-15: TEMPORARY HARBORING AND KEEPING OF GOATS FOR PRESCRIBED GRAZING BY PERMIT

1. *Purpose.* The purpose of this Section is to establish conditions under which the temporary and periodic use of a limited number of goats for invasive and noxious vegetation control is permitted and to establish the requirements for doing so in order to protect the environment and the health, safety, and welfare of the general population.
2. *Prescribed Goat Grazing Permit Required.* Except in the E-1 and A Zoning Districts, no goat may be kept, maintained or harbored on property ~~in any other zoning district~~ except pursuant to an approved goat grazing permit. A permit may be granted ~~only~~solely for:
 - a. A parcel or lot of record that is 0.5 acres or more in size; or
 - b. A prescribed grazing area located on more than one parcel or lot provided the grazing areas on each parcel or lot are contiguous and an aggregate of 0.5 acres or more in size.
3. *Application for Permit.* Applications shall include the following information:
 - a. A completed application form and payment of the application fee.
 - b. A detailed site plan ~~off~~for the premises on which prescribed grazing ~~is sought to~~will occur, including the street address of the property, the

location and the dimensions of the proposed grazing area, and a list of the vegetation existing on the site ~~and sought to~~that will be controlled by the prescribed grazing.

c. The full name and address of the following persons:

1. The owner(s) of the premises on which prescribed goat grazing ~~is sought to~~will occur; and
2. The owner of the goat(s)

~~d.—The street address of the premises on which prescribed grazing is sought to occur and for which the permit would apply.~~

~~e.d.~~ _____ The number of goats to be kept on the premises under the permit, ~~not to exceed two (2) goats per every one-tenth (0.10) acre of the prescribed grazing area.~~

~~f.e.~~ A list of person(s) responsible for managing and monitoring the goats, including their full name, address, and 24-hour contact information.

~~g.—The~~ A detailed fence plan including the type of fencing ~~to be used~~ for the required enclosure:

~~h.f. Date, and, if a temporary fence will be used, the date~~ the temporary fence will be installed.

~~i.g. Date~~ Dates the goats will be located on the premises.

~~j.h.~~ Proof of required insurance.

~~k.i.~~ A statement certifying whether the property's homeowners' association rules, if any, prohibit the keeping of goats on the property ~~for which the permit is sought.~~

~~t.j.~~ The signatures of the owner(s) of the premises where the prescribed grazing will occur and the owners of the goats to be used for prescriptive grazing.

~~m.k.~~ _____ Any other required information.

4. *Granting or Denying Issuance of Permit.* The City Clerk may grant a permit under this Section provided the application demonstrates compliance with the requirements of this section. The City Clerk may deny a permit hereunder for any of the following reasons:

- a. The application is incomplete or contains false, fraudulent or deceptive statements.
- b. The applicant does not or has not complied with one or more of the provisions of this Section.
- c. The premises for which the permit is sought, including, but not limited to, the proposed grazing area, is not in compliance with any provisions of this subdivision, other City Code provisions or state laws relating to zoning, health, fire, building or safety.
- d. The owner of the goats has violated any provision hereunder, or on more than two prior occasions, the owner's goats have been found running at large within the City.
- e. Denial of a permit may be appealed to the City Council.

5. *Notification Process.* Upon receipt of a completed application, the City shall send a notice to adjacent property owners ~~of lots adjacent to the property receiving the temporary permit.~~

6. *Duration of permit.* Prescribed grazing shall not be permitted for more than thirty (30) consecutive days. No more than two (2) prescribed grazing permits may be issued within one (1) calendar year for the same property. There shall be a

minimum of thirty (30) days between the expiration of the first permit issued and the second permit issued in a twelve (12) month period.

7. *Conditions of Permit.* The keeping of goats is permitted pursuant to a permit granted under this Section, subject to the following conditions:
- a. *Transferability of permit.* A permit issued hereunder shall be nontransferable and shall be solely for the property and provider of goats listed on the permit.
 - b. *Liability insurance.* The owner of the goat(s) shall have and maintain insurance coverage for claims arising from prescribed grazing in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall provide to the City proof of the required insurance coverage prior to issuance of the permit. The owner of the goat(s) shall be responsible for any damage caused by goats used for prescribed grazing purposes.
 - c. *Monitoring:* The goat owner must have staff available to respond to any emergency complaints or concerns at all times of day or night.
 - d. *Right of Entry for Inspection.* The premises for which a permit is issued shall, at all reasonable times, be open to inspection by ~~city staff~~City Staff to ensure ~~determine~~ compliance with the terms of the prescriptive grazing permit.
 - e. *Number of goats permitted.* No more than two (2) goats per every one-tenth (0.10) acre of the prescribed grazing area shall be permitted.
 - f. *Proper enclosures.* The prescribed grazing area shall be fully and securely enclosed with proper enclosures, and fully maintained for the duration of the prescribed grazing permit. Fencing must be designed to prevent escape by goats and to protect the goats from the intrusion of other predatory animals. All sides of the enclosure(s) shall be of sufficient height and the bottom of the enclosures shall be constructed or secured in a manner as to prevent the goats from escaping over or under the enclosure(s). It is a violation of the permit for any goat to be allowed to run at large during the duration of this permit. An enclosure shall meet the following requirements:
 - (a) Permanent enclosures. ~~Fences~~Existing fences and structures or fences and structures constructed to enclose prescribed grazing goats, but intended to remain on the property at the expiration of the prescribed grazing activity, shall comply with the regulations for the zoning district in which they are located.
 - (b) Temporary enclosures.
 1. Temporary fencing and structures for the sole purpose of enclosing goats used for prescribed grazing shall be allowed for the duration of the prescribed grazing permit. All temporary fencing or structures shall be removed within seven (7) days of the removal of the goats from the premises ~~as required under the permit.~~
 2. Temporary fences must be no more than seven (7) feet tall.
 3. Temporary fences may be electric or electrified. Where electric fences are used, a double fence system with a non-electric outer fence, maintained a minimum of four (4) feet from the electric fence, is required to serve as a safety barrier to reduce the possibility of the public coming in contact with the electric fence. If an existing natural barrier or permanent

structure exists and prevents contact with or serves as a barrier to the electric fence, then the second outer fence may not be required for the applicable segment of fencing. Generators may not be used as a power source for the electric fencing.

4. The outer fence may be allowed up to the property line of the premises on which the permit applies, but shall not be located within any public or private right-of-way.
- g. *Signage*: The owner of the goat(s) shall install and maintain signs on the premises for the duration of the permit as follows:
- (a) A sign shall be located on each side of the enclosed area and visible to the public if possible.
 - (b) The signs must contain emergency contact information for the owner of the goat(s).
 - (c) The signs shall be setback a minimum of ten (10) feet from property line if freestanding, or placed on the enclosure fence.
 - (d) All signs shall be removed when goats are removed from the premises.
 - (e) Any electric or electrified fence in association with prescribed grazing must have a warning sign posted on every boundary of the enclosure at least every fifty (50) feet along each side of the fence. The warning sign shall clearly identify the electric fence. No single sign shall exceed four (4) square feet in area. Each sign shall be clearly visible on the approach to the fence and be posted on or within one (1) foot of the electric or electrified fence.
- h. *Shelter*: Temporary shelters may be allowed during the duration of the permit subject to staff review.
- i. *Herd Specifics*: Only females, neutered male goats or unneutered male goats less than six months old that accompany female goats are allowed.
- j. *Odor and Cleanliness*: The property must be maintained in a clean, sanitary condition so as to be free from offensive odors, fly breeding, dust, and general nuisance conditions. Goat manure shall be removed and disposed of as frequently as necessary to avoid the creation of nuisance conditions.
- k. *Noise*: Goats that engage in habitual bleating may not be used for prescribed grazing. Habitual bleating is defined as bleating for repeated intervals of at least five (5) minutes with less than one (1) minute of interruption that is audible off of the property owner's premises.
- l. *Natural resources protection*. Prescribed grazing shall not adversely affect significant natural resources. Prescribed grazing activities shall comply with the following:
- (a) Prescribed grazing activities shall comply with the best management practices established by the Minnesota Department of Agriculture, the Minnesota Department of Natural Resources, Dakota County Soil and Water Conservation District, and all other pertinent agencies.
 - (b) Prescribed grazing activities shall not impair water quality as defined by the Federal Clean Water Act.
 - (c) Threatened or endangered plant species shall not be negatively impacted by prescribed grazing activities.

(d) Prescribed grazing must comply with shoreland and wetland regulations set forth elsewhere in the City Code.

m. *Conservation easements.* If the proposed prescribed grazing area is within a conservation easement, all requirements of the conservation easement must be met. If the terms of the conservation easements do not allow prescribed grazing, then the permit will be denied.

8. *Feeding and care of goats.* All supplemental feed for the goats shall be securely stored in water-tight and vermin-proof containers. All goats on the premises shall have daily access to fresh drinking water (not from nearby lakes, ponds, etc.). All goats used under the permit shall receive proper veterinary treatment and regular deworming. In the event that a ~~prescribed grazing~~ goat becomes ill, hurt, or perishes, the owner of the goat is responsible for immediate on-site care or removal of the goat from the property.

9. *Revocation of Permit.* If a violation of the terms of this Section or the prescribed grazing permit is found, the City Clerk shall give written notice thereof to the owner of the goat(s) and property owner. If the violation is not remedied within 24 hours of the date of the notice, the prescribed goat grazing permit may be administratively revoked. The City Clerk may summarily revoke a permit if goat(s) have been found running at large on two (2) or more occurrences during the term of the permit.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed in regular session of the City Council of the City of Inver Grove Heights on the ____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

ORDINANCE NO. 1416

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 5, CHAPTER 4
RELATED TO THE TEMPORARY HARBORING AND KEEPING OF GOATS FOR
PRESCRIBED GRAZING BY PERMIT**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Section 5-4-1 of the Inver Grove Heights City Code is hereby amended to include the following definitions:

"Goat" means an animal in the subspecies of *Capra aegagrus hircus*.

"Grazing" means goats eating vegetation.

"Prescribed Grazing" means the temporary use of goats as a landscape management technique to control the growth of invasive and noxious vegetation at a specific location and for a defined length of time. For the purpose of this definition, goats used for prescribed grazing are not considered pets or farm animals.

"Prescribed Grazing Permit" means a permit issued by the City that allows prescribed grazing within City limits.

Section Two. Amendment. Title 5, Chapter 4 of the Inver Grove Heights City Code is hereby amended to add Section 15 as follows:

5-4-15: TEMPORARY HARBORING AND KEEPING OF GOATS FOR PRESCRIBED GRAZING BY PERMIT

1. *Purpose.* The purpose of this Section is to establish conditions under which the temporary and periodic use of a limited number of goats for invasive and noxious vegetation control is permitted and to establish the requirements for doing so in order to protect the environment and the health, safety, and welfare of the general population.
2. *Prescribed Goat Grazing Permit Required.* Except in the E-1 and A Zoning Districts, no goat may be kept, maintained or harbored on property except pursuant to an approved goat grazing permit. A permit may be granted solely for:
 - a. A parcel or lot of record that is 0.5 acres or more in size; or
 - b. A prescribed grazing area located on more than one parcel or lot provided the grazing areas on each parcel or lot are contiguous and an aggregate of 0.5 acres or more in size.
3. *Application for Permit.* Applications shall include the following information:
 - a. A completed application form and payment of the application fee.
 - b. A detailed site plan for the premises on which prescribed grazing will occur, including the street address of the property, the location and the

- dimensions of the proposed grazing area, and a list of the vegetation existing on the site that will be controlled by the prescribed grazing.
- c. The full name and address of the following persons:
 1. The owner(s) of the premises on which prescribed goat grazing will occur; and
 2. The owner of the goat(s)
 - d. The number of goats to be kept on the premises under the permit.
 - e. A list of person(s) responsible for managing and monitoring the goats, including their full name, address, and 24-hour contact information.
 - f. A detailed fence plan including the type of fencing for the required enclosure, and, if a temporary fence will be used, the date the temporary fence will be installed.
 - g. Dates the goats will be located on the premises.
 - h. Proof of required insurance.
 - i. A statement certifying whether the property's homeowners' association rules, if any, prohibit the keeping of goats on the property.
 - j. The signatures of the owner(s) of the premises where the prescribed grazing will occur and the owners of the goats to be used for prescriptive grazing.
 - k. Any other required information.
4. *Granting or Denying Issuance of Permit.* The City Clerk may grant a permit under this Section provided the application demonstrates compliance with the requirements of this section. The City Clerk may deny a permit hereunder for any of the following reasons:
- a. The application is incomplete or contains false, fraudulent or deceptive statements.
 - b. The applicant does not or has not complied with one or more of the provisions of this Section.
 - c. The premises for which the permit is sought, including, but not limited to, the proposed grazing area, is not in compliance with any provisions of this subdivision, other City Code provisions or state laws relating to zoning, health, fire, building or safety.
 - d. The owner of the goats has violated any provision hereunder, or on more than two prior occasions, the owner's goats have been found running at large within the City.
 - e. Denial of a permit may be appealed to the City Council.
5. *Notification Process.* Upon receipt of a completed application, the City shall send a notice to adjacent property owners.
6. *Duration of permit.* Prescribed grazing shall not be permitted for more than thirty (30) consecutive days. No more than two (2) prescribed grazing permits may be issued within one (1) calendar year for the same property. There shall be a minimum of thirty (30) days between the expiration of the first permit issued and the second permit issued in a twelve (12) month period.
7. *Conditions of Permit.* The keeping of goats is permitted pursuant to a permit granted under this Section, subject to the following conditions:
- a. *Transferability of permit.* A permit issued hereunder shall be nontransferable and shall be solely for the property and provider of goats listed on the permit.
 - b. *Liability insurance.* The owner of the goat(s) shall have and maintain insurance coverage for claims arising from prescribed grazing in the

amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall provide to the City proof of the required insurance coverage prior to issuance of the permit. The owner of the goat(s) shall be responsible for any damage caused by goats used for prescribed grazing purposes.

- c. *Monitoring*: The goat owner must have staff available to respond to any emergency complaints or concerns at all times of day or night.
- d. *Right of Entry for Inspection*. The premises for which a permit is issued shall, at all reasonable times, be open to inspection by City Staff to ensure compliance with the terms of the prescriptive grazing permit.
- e. *Number of goats permitted*. No more than two (2) goats per every one-tenth (0.10) acre of the prescribed grazing area shall be permitted.
- f. *Proper enclosures*. The prescribed grazing area shall be fully and securely enclosed with proper enclosures, and fully maintained for the duration of the prescribed grazing permit. Fencing must be designed to prevent escape by goats and to protect the goats from the intrusion of other predatory animals. All sides of the enclosure(s) shall be of sufficient height and the bottom of the enclosures shall be constructed or secured in a manner as to prevent the goats from escaping over or under the enclosure(s). It is a violation of the permit for any goat to be allowed to run at large during the duration of this permit. An enclosure shall meet the following requirements:
 - (a) Permanent enclosures. Existing fences and structures or fences and structures constructed to enclose prescribed grazing goats, but intended to remain on the property at the expiration of the prescribed grazing activity, shall comply with the regulations for the zoning district in which they are located.
 - (b) Temporary enclosures.
 - 1. Temporary fencing and structures for the sole purpose of enclosing goats used for prescribed grazing shall be allowed for the duration of the prescribed grazing permit. All temporary fencing or structures shall be removed within seven (7) days of the removal of the goats from the premises.
 - 2. Temporary fences must be no more than seven (7) feet tall.
 - 3. Temporary fences may be electric or electrified. Where electric fences are used, a double fence system with a non-electric outer fence, maintained a minimum of four (4) feet from the electric fence, is required to serve as a safety barrier to reduce the possibility of the public coming in contact with the electric fence. If an existing natural barrier or permanent structure exists and prevents contact with or serves as a barrier to the electric fence, then the second outer fence may not be required for the applicable segment of fencing. Generators may not be used as a power source for the electric fencing.
 - 4. The outer fence may be allowed up to the property line of the premises on which the permit applies, but shall not be located within any public or private right-of-way.
- g. *Signage*: The owner of the goat(s) shall install and maintain signs on the premises for the duration of the permit as follows:

- (a) A sign shall be located on each side of the enclosed area and visible to the public if possible.
 - (b) The signs must contain emergency contact information for the owner of the goat(s).
 - (c) The signs shall be setback a minimum of ten (10) feet from property line if freestanding, or placed on the enclosure fence.
 - (d) All signs shall be removed when goats are removed from the premises.
 - (e) Any electric or electrified fence in association with prescribed grazing must have a warning sign posted on every boundary of the enclosure at least every fifty (50) feet along each side of the fence. The warning sign shall clearly identify the electric fence. No single sign shall exceed four (4) square feet in area. Each sign shall be clearly visible on the approach to the fence and be posted on or within one (1) foot of the electric or electrified fence.
 - h. *Shelter*: Temporary shelters may be allowed during the duration of the permit subject to staff review.
 - i. *Herd Specifics*: Only females, neutered male goats or unneutered male goats less than six months old that accompany female goats are allowed.
 - j. *Odor and Cleanliness*: The property must be maintained in a clean, sanitary condition so as to be free from offensive odors, fly breeding, dust, and general nuisance conditions. Goat manure shall be removed and disposed of as frequently as necessary to avoid the creation of nuisance conditions.
 - k. *Noise*: Goats that engage in habitual bleating may not be used for prescribed grazing. Habitual bleating is defined as bleating for repeated intervals of at least five (5) minutes with less than one (1) minute of interruption that is audible off of the property owner's premises.
 - l. *Natural resources protection*. Prescribed grazing shall not adversely affect significant natural resources. Prescribed grazing activities shall comply with the following:
 - (a) Prescribed grazing activities shall comply with the best management practices established by the Minnesota Department of Agriculture, the Minnesota Department of Natural Resources, Dakota County Soil and Water Conservation District, and all other pertinent agencies.
 - (b) Prescribed grazing activities shall not impair water quality as defined by the Federal Clean Water Act.
 - (c) Threatened or endangered plant species shall not be negatively impacted by prescribed grazing activities.
 - (d) Prescribed grazing must comply with shoreland and wetland regulations set forth elsewhere in the City Code.
 - m. *Conservation easements*. If the proposed prescribed grazing area is within a conservation easement, all requirements of the conservation easement must be met. If the terms of the conservation easements do not allow prescribed grazing, then the permit will be denied.
8. *Feeding and care of goats*. All supplemental feed for the goats shall be securely stored in water-tight and vermin-proof containers. All goats on the premises shall have daily access to fresh drinking water (not from nearby lakes, ponds, etc.). All goats used under the permit shall receive proper veterinary treatment and regular deworming. In the event that a goat becomes ill, hurt, or perishes, the owner of

- the goat is responsible for immediate on-site care or removal of the goat from the property.
9. *Revocation of Permit.* If a violation of the terms of this Section or the prescribed grazing permit is found, the City Clerk shall give written notice thereof to the owner of the goat(s) and property owner. If the violation is not remedied within 24 hours of the date of the notice, the prescribed goat grazing permit may be administratively revoked. The City Clerk may summarily revoke a permit if goat(s) have been found running at large on two (2) or more occurrences during the term of the permit.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its passage and publication as provided by law.

Passed in regular session of the City Council of the City of Inver Grove Heights on the 28th day of June, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Parameter Matrix - Haboring and Keeping of Goats for Prescribed Grazing By Permit
4/20/2021

	Burnsville	Eagan	Hastings	Cottage Grove	Maplewood	Faribault	Mahtomedi	Bloomington
Goat Webpage	https://burnsvillemn.gov/1956/Goat-Grazing	https://www.cityofeagan.com/goats	N/A	https://www.cottagegrovemn.gov/271/Vegetation-Management#:~:text=The%20City%20of%20Cottage%20Grove,issuance%20of%20such%20a%20permit	https://maplewoodmn.gov/1818/Urban-Agriculture	N/A	N/A	N/A
Ordinance	https://codebook.amlegal.com/codes/burnsvillemn/latest/burnsville_mn/0-0-0-3142	https://library.municode.com/mn/eagan/codes/code_of_ordinances?nodeId=CICO_CH10IUPRCROF_S10.12ANFOEETRTTRHO	https://www.hastingsmn.gov/home/showpublisheddocument?id=9301	https://mn-cottagegrove.civicplus.com/DocumentCenter/View/540/Ordinance-Number-1014-PDF	https://maplewoodmn.gov/DocumentCenter/View/20636/980-ORD---Goat-Sheep-PDF?bidid=	https://library.municode.com/mn/faribault/codes/code_of_ordinances?nodeId=COOR-APXBUNDERE-CHGERE_ART3PRNAFE_S6-165PRGRNOINVE-PDF?bidid=	https://www.ci.mahtomedi.mn.us/DocumentCenter/View/1174/2020-02-Ordinance-Amending-City-Code-To-Permit-Goat-Grazing-9302020-PDF?bidid=	https://codebook.amlegal.com/codes/bloomington/latest/bloomington_mn/0-0-0-97242
City Code Section	Title 6 (police regulations) > 6-2-21. EXCEPTIONS.	Chapter 10 (public protection, crimes and offenses) > Sec. 10.12. - Animals and food— Keeping, transporting, treatment, housing.	City charter) City Ordinances, Title VII. (General Regulations) > Chapter 91 Animals	Title 5 Police Regulation > 5.4.14 (TEMPORARY KEEPING OF GOATS FOR VEGETATION MANAGEMENT.)	Chapter 10 (Animals) - Article X Goats and Sheep	Appendix B - Unified Development Regulations, Chapter 6 (General Regulations) Sec. 6-165. Prescribed grazing of noxious and invasive vegetation.	Chapter 3 (Animals) - 3.13 3.13 HARBORING AND KEEPING OF GOATS FOR PRESCRIBED GRAZING BY PERMIT.	Chapter 14 (licenses & permits)
Policy	https://burnsvillemn.gov/DocumentCenter/View/19748/Prescribed-Grazing-For-Land-Management-Policy?bidid=	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Permit Application	Contractor Permit - No URL. Saved copy available	https://www.cityofeagan.com/images/City Clerk/Licenses/Prescriptive%20Grazing%20Permit%20Application.pdf	Not online - need to request	https://mn-cottagegrove.civicplus.com/DocumentCenter/View/539/Temporary-Keeping-of-Goats-for-Vegetation-Management-Application-PDF	https://maplewoodmn.gov/DocumentCenter/View/23340/GoatSheep-Permit-PDF?bidid=	N/A	https://www.ci.mahtomedi.mn.us/DocumentCenter/View/1187/2021-Goat-Grazing-License-Application-Form-PDF?bidid=	https://www.bloomingtonmn.gov/sites/default/files/Commercial%20Animal%20Establishment%20License%20App.pdf
Title	Use of Prescribed Grazing for Land Management	Prescriptive Grazing Regulations: Harboring and keeping of goats—For prescribed grazing by permit.	Temporary Keeping of Goats For Control of Invasive Species and Other Weed Control Purposes	Temporary Keeping of Goats for Vegetation Management	An Ordinance Allowing the Temporary Keeping of Goats and Sheep	Prescribed grazing of noxious and invasive vegetation.	Harboring and keeping of goats for prescribed grazing by permit	Health and Welfare Regulations
Purpose/Allowed Use	Grazing of controlling significant invasive, noxious or unwanted vegetation.	Prescribed grazing shall mean the use of goats as a landscape management technique to control the growth of undesirable vegetation, including noxious weeds and invasive plant or trees at a specific location for a defined length of time.	temporary and periodic use of limited number of goats for invasive species and other weed control	permit the temporary keeping of goats brought in for the purpose of vegetation management where vegetation, which may include non native, invasive or noxious species cannot be otherwise reasonably removed using conventional methods.	to permit the keeping and maintenance of goats and sheep brought in temporarily for the purpose of vegetation management. This section amends the Maplewood Zoning Code to allow the temporary keeping of goats and sheep in the Small-Lot Single-Dwelling & Rural Conservation Dwelling zoning district.	specified period and for the express purpose of controlling invasive and/or noxious vegetation.	temporary and periodic use of a limited number of goats for invasive species and other weed control is permitted and to establish the requirements for doing so in order to protect the health, safety, and welfare of the general population. only allowed where vegetation, which may include non-native, invasive or noxious species, cannot otherwise be reasonably removed using conventional mechanical methods, such as buckthorn.	Is allowed only where vegetation, which may include non-native, invasive or noxious species, cannot otherwise be reasonably removed using conventional mechanical methods. Must be managed under a written plan indicating the pre-grazing plant species inventory, the targeted species for control and frequency of monitoring for evaluating management goals.
Fee		\$0 Initial license: \$50. Renewal: \$25	\$50 (grazing permit)	\$50/year (grazing permit)	\$75 (grazing permit)	\$25 (General Zoning Compliance Certificate)	\$50	\$193 annual, \$96 Temp
Lot Size	parcel, lot or contiguous area of 0.5 acres or greater	parcel, lot or contiguous area of 0.5 acres or greater	At least 1.5 acres	Not specified	Not specified	No minimum	parcel, lot or contiguous area of 0.5 acres or greater	Is not allowed on sites less than one acre in size.
Zoning Districts	Not specified	Not specified	A – Agriculture, I -1 Industrial Park, and PI – Public Institution Zoning Districts only	allowed in all zoning districts and is not subject to the regulations in Zoning Ordinance	allowed in all zoning districts for vegetation management with a permit	Prescribed grazing shall be limited to properties that are primarily used for public, semi-public, or institutional uses, such as parks, trails, public or private schools & other lots at the discretion of the city planner if contiguous with allowed properties	Not specified	Not specified
Approval process (application, site plan review, and proof of licensed contractor)	Annual permit required for the contractor.	Property owner applies for the permit. Detailed site plan required	Property owner applies for the permit. Detailed site plan required. Initial inspection by city required.	Property owner applies for the permit. Detailed site plan required.	The Officer shall grant a permit for the temporary keeping of goats or sheep after the property owner has obtained the written consent of at least 60 percent of the property owners of privately or publicly owned real estate that are located adjacent (i.e., sharing property lines) on the outer boundaries of the premises for which the permit is being requested, or in the alternative, proof that the applicant's property lines are one hundred fifty (150) feet or more from any house or business.	Permit required. No information specified.	Property owner applies for the permit. Detailed site plan required. Initial City staff inspection required	Requires an annual or temporary commercial animal license.
Number of goats/herd size	Max of 2 goats per every 1/10 acres of enclosed grazing area	Max of 2 goats per every 1/10 acres of enclosed grazing area	The number of goats allowed per permit shall be determined based on the size of the area where goats will be kept.	Up to four goats on parcels that are 10,000 square feet in area or less, with one additional goat per every 1,000 square feet of lot area over 10,000 square feet.	Up to four (4) goats or sheep on parcels that are ten thousand (10,000) square feet in area or less, with one (1) additional goat or sheep per every one thousand (1,000) square feet of lot area over ten thousand (10,000) square feet, to a maximum of seventy-five (75) goats or sheep per parcel.	Not specified	Max of 2 goats per every 1/10 acres of enclosed grazing area	Herd size must not exceed one goat per every one-tenth acre of the designated enclosure area.

Parameter Matrix - Haboring and Keeping of Goats for Prescribed Grazing By Permit
4/20/2021

	Burnsville	Eagan	Hastings	Cottage Grove	Maplewood	Faribault	Mahtomedi	Bloomington
Duration of Permit	Max of 2 times per year Max of 30 days per event with 30 days inbetween events.	under 2 acres: max 30 days. 2 times per year. Min 60 days between events. 2 acres or more: at the discretion of city staff. Permits not granted Dec - March	up to 30 days. Two permits per year.	Up to 30 consecutive days or 60 days in any 12-month period	No property owner or person shall store on a property goats or sheep for more than sixty (60) days in any twelve (12) month period	under 2 acres: max 30 days. 2 times per year. Min 60 days between events. 2 acres or more: at the discretion of city staff	under 2 acres: max 30 days. 2 times per year. Min 60 days between events. 2 acres or more: at the discretion of city staff	Is allowed for no more than 30 consecutive days per location on a site. A minimum of 30 days must pass before goats may graze the same location. Is not allowed December through March.
Goat breed/Herd specifics	Females, neutered males or unneutered males less than 6 months allowed	unneutered males over 6 months prohibited	Not specified	Must include in application. Only females allowed	Must include in application. Only females allowed	Neutering: Male goats used for prescribed grazing must be neutered. Male goats less than six (6) months of age that accompany an adult female goat shall be exempt from the neutering requirement.	Females, neutered males or unneutered males less than 6 months allowed	Must utilize only neutered male goats, unneutered male goats less than six months of age that accompany female goats, and female goats.
Liability insurance (& on city property)	Contractor must have proof of Natural Resources Department public liability insurance, covering all operations for the sum of at least \$2,000,000 against liability for bodily injuries to one person from the accident, \$2,000,000 for the injury of two or more persons, and for at least \$2,000,000 against liability for damage or destruction of property.	Contractor must have proof of insurance coverage for claims arising from prescribed grazing activity in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and shall provide to the city proof of coverage prior to the issuance of the permit.	The City shall have no liability for any damage that may be caused by goats kept on a property pursuant to this section. Property owners and permittees under this section shall be jointly and severally liable	List of person(s) managing and monitoring the goats has proof of liability insurance in the amount of at least \$1,000,000 per occurrence.	Not specified	Proof of effective insurance policy or a copy thereof providing liability insurance covering claims arising out of the prescribed grazing activity. No \$ specified.	The owner of the goat(s) to be utilized under the permit shall have and maintain insurance coverage for claims arising from prescribed grazing in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall provide to the City proof of the required insurance coverage prior to issuance of the permit. The City shall have no liability for any damages that may be caused by goats kept on a property pursuant to a prescribed grazing permit. The permit holder shall be responsible for any damage caused by goats used for prescribed grazing purposes.	Permit app: Attach a certificate of liability insurance of at least \$1,000,000 per occurrence for bodily injury
Natural Resource Protection	Comply with DNR, Federal Clean Water Act, Threatened Species, etc.	Comply with DNR, Federal Clean Water Act, Threatened Species, etc. City Code regulations	Not specified	Not specified	Grazing must follow the wetland ordinance.	Comply with DNR, Federal Clean Water Act, Threatened Species, etc.	Comply with DNR, Federal Clean Water Act, Threatened Species, etc. City Code regulations	Comply with DNR, Federal Clean Water Act, Threatened Species, etc.
Daily monitoring/ Enforcement	Not specified	Site open to inspection at all times. The permit holder under this subdivision must occupy the premises for which the permit is issued at all times that the permit is in effect and goats are present on the premises.	Site open to inspection at all times	Site open to inspection at all times	Not specified	Supervision: The prescribed gazing service must list on its grazing permit application contact information for the party responsible for promptly addressing issues associated with prescribed grazing on the specified property. The responsible party shall be available to be contacted at all hours of the day and all days of the week.	Site open to inspection at all times. provide 24-hour contact telephone number of the person who owns the goats to be used for the prescribed grazing;	Not specified
Nuisance Control (odor, noise, etc)	Not specified	Not specified	The property must be maintained in a clean, sanitary condition so as to be free from offensive odors, fly breeding, dust, and general nuisance conditions. A plan to dispose of goat manure in a safe and adequate manner with removal of waste within 24 hours. Habitual Bleating. It shall unlawful for any person to keep or harbor a goat which habitually bleats. Habitual bleating is defined as bleating for repeated intervals of at least 5 minutes with less than 1 minute of interruption. The bleating must also be audible off of the owner's or caretaker's premises.	Goats shall not be kept in such a manner as to constitute a nuisance to the occupants of adjacent property.	All sites on which goats or sheep are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The site shall be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property.	See goat care	clean from filth, garbage and any substances which attract rodents. The premises shall be cleaned frequently to control the odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property. Goats shall not be kept in such a manner as to constitute a nuisance to the occupants of adjacent property. prohibits harboring of a goat which habitually bleats. Habitual bleating is defined as bleating for repeated intervals of at least five (5) minutes with less than one (1) minute of interruption. The bleating must also be audible off of the premises for which the permit is issued.	Goats used for prescribed grazing must have animal wastes regularly removed from shelters if shelters are provided.

Parameter Matrix - Haboring and Keeping of Goats for Prescribed Grazing By Permit
4/20/2021

	Burnsville	Eagan	Hastings	Cottage Grove	Maplewood	Faribault	Mahtomedi	Bloomington
Enclosure area/Fencing Requirements	Fencing required. No front yard fencing. Comply with existing fence and screening codes. Energized fencing allowed. If energized fence is within 30 feet of other property, double fencing required.	Fencing required. No front yard fencing. Comply with existing fence and screening codes. Temporarily removed in 5 days of end date. Energized fencing allowed and double fencing is required.	The goats must be contained by an adequate containment fence at all times. If an electric fence is used it must display a warning that the fence is electric.	Fencing required. Temporary removed in 7 days of end date. Energized fence must have warning signs.	Fencing required.	Fencing required. No front yard fencing. Permanent must comply with existing fence and screening codes. Energize fencing allowed and double fencing may be required per city planner.	Fencing required. Comply with existing fence and screening codes. Temporarily removed in 5 days of end date. Energize fencing allowed and double fencing is required.	Goats used for prescribed grazing are required to be fenced using permanent or temporary fencing and may be provided a shelter from the weather within their fenced enclosure. Fencing is required and must be designed to prevent escape by goats and access by other animals. Temporary enclosure fencing must be removed within seven calendar days after the expiration of the license duration or the goats are removed, whichever occurs first.
Distance from property lines	See fencing.	Not specified	Goat containment fences shall be set back a minimum of 100 feet from any residence.	The goats may be moved to a separate holding pen at night, which shall be located at least 150 feet from all residential buildings.	The goats and sheep may be moved to a separate holding pen at night, which shall be located the maximum distance practicable from residences.	Not specified	The goat containment fences shall be set back a minimum of 30 feet from any residence other than the property owner's residence.	See shelter
Notification process	Apply 15 days in advance of work. Notify City within 10 days of work. Notify city the day of work.	Not specified	Not specified	Notice given to property owners within 150 feet of the grazing area. If, within 10 days of such notice, there are objections by 75% of the property owners in the notice area, then the permit must be approved by the Council.	See approval process	Not specified		Not specified
Signage	If visible to the public, notification sign required with emergency contact. Size specified.	Signs required for duration of permit	Not specified	Warning signs on electric fence	Not specified	Notification sign and warning sign for energized fence	Notification sign and warning sign for energized fence	11) Signs must not exceed four square feet in size and must be placed in conspicuous locations near the fenced enclosure, but not in any right-of-way areas. (12) Signs must warn the public to not enter the grazing enclosure and to not pet or feed the goats.
Goat Care/Animal Welfare	Not specified	Specifies feeding and care of goats	Not specified	Not specified	Not specified	Health: Prescribed grazing animals must receive proper veterinary treatment and regular deworming. In the event that a prescribed grazing animal becomes ill, hurt, or perishes, the owner of the prescribed grazing animal(s) must provide immediate on-site care or remove the animal(s) from the property promptly if immediate on-site care cannot be provided.	goats on the premises shall have daily access to fresh drinking water (not from nearby lakes, ponds, etc.). All goats used under the permit shall receive proper veterinary treatment and regular deworming. In the event that a goat becomes ill, hurt, or perishes, the permit holder and the owner of the goat is responsible for immediate on-site care or removal of the goat from the premises.	Supplemental feed held onsite must be securely stored to prevent becoming an attractant for vermin and other pests. Goats must be provided access to drinking water daily. The source of the water cannot be rivers, streams, lakes or ponds.
Shelters	Shelters, if provided, must follow all City structure and setback requirements.	Not specified	Not specified	Not specified	Not specified	Not specified	Not specified	Shelters, if provided, must: (A) Not be located in a front yard area, (B) Be less than 200 square feet, (C) Be less than seven feet in height, (D) Be set back a minimum of 100 feet from any lot used residentially and 150 feet from any dwelling on a neighboring lot, (E) Be designed for the use and built in a workmanship manner using approved materials, and (F) Be removed within seven calendar days of the expiration of the license duration or the goats are removed from the property, whichever occurs first.

Parameter Matrix - Haboring and Keeping of Goats for Prescribed Grazing By Permit
4/20/2021

	Burnsville	Eagan	Hastings	Cottage Grove	Maplewood	Faribault	Mahtomedi	Bloomington
Violations	If policy requirements or other City ordinances are not followed, contractor permits can be revoked by City staff.	The permit holder under this subdivision must occupy the premises for which the permit is issued at all times that the permit is in effect and goats are present on the premises.	Every person who violates a section or division of this chapter by performing an act thereby prohibited or declared unlawful, or by failing to do an act hereby required, or when the person fails to act when the failure is thereby prohibited or declared unlawful, shall upon conviction be punished as for a misdemeanor.	A violation of any provision of this ordinance or a condition of the permit shall be grounds for revocation of the permit by the city clerk.	(1) Any person violating this ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be punished in accordance with Section 1-15. (2) If any person is found guilty by a court for violation of this ordinance, their permit to temporarily keep goats or sheep shall be deemed automatically revoked and no new permit may be issued for a period of one (1) year. (3) Any person violating any conditions of this permit shall reimburse the city for all costs borne by the city to enforce the conditions of the permit including but not limited to the pickup and impounding of goats and sheep.	Not specified	If a violation of the terms of this Section or the prescribed goat grazing permit is found, the City shall give written notice thereof to the permit holder. If the violation is not remedied within ten (10) days of the date of the notice, a misdemeanor citation may be issued and/or the prescribed goat grazing permit may be revoked following notice and a hearing before the City Council. The City Clerk may summarily revoke a permit if a permit holder's Goat(s) have been found running at large on two (2) or more occurrences within the term of the permit.	

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-186**

**A RESOLUTION AMENDING THE 2021 FEE SCHEDULE RELATED TO
TEMPORARY GOAT GRAZING PERMITS**

WHEREAS, the City Council has adopted an ordinance amending Title 5, Chapter 4, related to the temporary harboring and keeping of goats for prescribed grazing by permit; and

WHEREAS, the ordinance authorizes the issuance of a permit for the temporary use of goats for prescribed grazing; and

WHEREAS, it is recommended that a fee of fifty dollars (\$50.00) be imposed for a temporary goat grazing permit.

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

1. The 2021 City of Inver Grove Heights Fee Schedule is amended to include the following fee:
 - a. A fee of fifty dollars (\$50.00) is hereby imposed for a Temporary Goat Grazing Permit.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 28th day of June, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY MINNESOTA
RESOLUTION NO. 2021-185**

**A RESOLUTION APPROVING THE PUBLICATION OF A SUMMARY OF
ORDINANCE NO. 1416 AMENDING CITY CODE TITLE 5, CHAPTER 4,
RELATED TO THE TEMPORARY HARBORING AND KEEPING OF GOATS FOR
PRESCRIBED GRAZING BY PERMIT**

WHEREAS, on June 28, 2021, the City of Inver Grove Heights, Dakota County, Minnesota (“City”) adopted Ordinance No. 1416, and

WHEREAS, State law requires that all ordinances adopted be published prior to becoming effective; and

WHEREAS, pursuant to Minn. Stat. Sec. 412.191, subd. 4, the Council may, by a 4/5 vote, direct that only the title and a summary be published; and

WHEREAS, the City Council for the City of Inver Grove Heights has reviewed the summary of Ordinance No. 1416 attached hereto as **Exhibit A**; and

WHEREAS, the City Council for the City of Inver Grove Heights has determined that publication of the title and a summary of Ordinance No. 1416 would clearly inform the public of the intent and effect of the Ordinance; and

WHEREAS, due to the length of Ordinance No. 1416 the City desires to publish a summary of the Ordinance.

NOW THEREFORE BE IT RESOLVED, by a vote of at least four-fifths of its members, the City Council for the City of Inver Grove Heights hereby:

1. Approves the text of the summary of Ordinance No. 1416 attached as **Exhibit A** and authorizes the publication of the summary shown in **Exhibit A** in lieu of publication of the entirety of Ordinance No. 1416 in the City’s official newspaper.
2. Directs the City Clerk to ensure that a full and complete printed copy of Ordinance 1416 is available for inspection during regular business hours at the office of the City Clerk, by standard mail, or by electronic mail.
3. Directs the City Clerk to file the executed Ordinance upon the books and records of the City along with proof of publication.

This resolution is passed and adopted by the City Council of the City of Inver Grove Heights, Dakota County, Minnesota this 28th day of June, 2021.

CITY OF INVER GROVE HEIGHTS

By: _____
Thomas Bartholomew
Its: Mayor

Attested:

By: _____
Rebecca Kiernan
Its: City Clerk

(Published in the Pioneer Press on June 27, 2021.)

EXHIBIT A**CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA, ORDINANCE NO. 1416, AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 5, CHAPTER 4, RELATED TO THE TEMPORARY HARBORING AND KEEPING OF GOATS FOR PRESCRIBED GRAZING BY PERMIT**

On June 28, 2021, the City of Inver Grove Heights, Dakota County, Minnesota (“City”) adopted Ordinance No. 1416 (the “Ordinance”) amending Title 5, Chapter 4 of the Inver Grove Heights City Code related to the temporary harboring and keeping of goats for prescribed grazing by permit.

The Ordinance adopts several definitions related to prescribed goat grazing by permit, which is the temporary use of goats as a landscape management technique to control the growth of invasive and noxious vegetation at a specific location and for a defined length of time. The Ordinance permits the temporary use of a limited number of goats, based on lot size, for a period not to exceed thirty (30) days, up to two times in any calendar year, for invasive and noxious vegetation control. Application requirements are detailed within the Ordinance, including requirements for a detailed site plan, information about the number of goats to be used, and proof of required insurance. Permit conditions are established, including requirements for proper enclosures, monitoring of the goats, signage, odor and cleanliness requirements, and the protection of natural resources. Permits may be revoked if the terms of the permit or applicable code requirements are not met.

It is hereby determined that publication of this title and summary will clearly inform the public of the intent and effect of Ordinance No. 1416 and it is directed that only the above title and summary of Ordinance No. 1416 be published, conforming to Minn. Stat. §331A.01, with the following

NOTICE

A printed copy of the full text of Ordinance No. 1416 is available for inspection by any person during regular office hours at the office of the Inver Grove Heights City Clerk, Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN 55077.

**Request for Council Action****TITLE:** City of Inver Grove Heights Market Garden Ordinance

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider the Second Reading of an Ordinance Amendment to allow Market Gardens as a permitted use in the E-2, R-1 and R-2 Districts.

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

SUMMARY:

The City Council reviewed the ordinance amendment for the second reading on May 24, 2021. A number of questions were raised regarding permitting and how that process might work. It was determined that some time would be required to research the project and the Council tabled the second reading to June 28. A revised draft ordinance is presented with the following changes:

1. Licensing.

The City Attorney began doing some research on licensing/permitting to see if there were any regulations in state statutes regarding selling of farm produce. Based on historical court cases and previous Attorney General's opinions, the City Attorney has concluded the city cannot require a permit or charge a fee as currently required in the draft ordinance. An earlier court case held that the constitution grants the right to "sell products of the farm or garden that they are not otherwise legally prohibited from selling without a license". Meaning, provided the products in the market garden are allowable products (without substantive regulations - such as raw milk, cannabis, some meats, etc), then no license can be required.

Based on this determination, letter R. Permit Required has been removed in its entirety.

2. Q. 4. relating to signs. The reference to identification signs has been removed. There is no allowance for such signs in the sign section of the zoning ordinance and therefore cannot be allowed with market gardens unless the sign section of the zoning ordinance is amended to allow such signage in residential districts.

3. Q. 5. Removes reference to permit.

4. Q. S. Compost Bins. The code section noted in the text on regulations refers only to compost piles and not bins. Therefore, since bins are not regulated, this section should be removed for clarity. This reference is a carryover from the community gardens ordinance from a few years ago and not specifically related to market gardens.
5. Q. V. Animals. Since not related to market gardens, this section has been removed for clarity.
6. Q. W. Noise. Noise regulations are covered elsewhere in city code and therefore not needed in this section. Removed for clarity.

RECOMMENDATION:

Planning Staff: Recommends approval of the second reading of the ordinance with the changes suggested by the city attorney including removal of the licensing requirement.

Attachments: Ordinance Amendment for Second Reading (strike through version)
Ordinance Amendment (clean version)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,
CHAPTER 2, SECTION 2, TITLE 10, CHAPTER 6, SECTION 1, AND
TITLE ~~10~~, ~~CHAPTER 15~~, SECTION 33, ~~TO PERMIT MARKET GARDENS IN~~
CERTAIN ZONING DISTRICTS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

~~Section One.~~ **Section One. Amendment.** Title 10, Chapter 2, Section 2 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

MARKET GARDENS:

A market garden is a growing space where food or ornamental crops to be sold ~~or donated~~ are grown on the ground. A market garden is distinguished from a personal garden by the intent to sell or donate its produce. A market garden is distinguished from a farm by its smaller scale and lack of mechanization. ~~A market garden is distinguished from a community garden by its exclusionary control.~~

Section Two. Amendment. Title 10, Chapter 6, Section 1 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

~~10-6-1:~~ **LAND USES IN ALL RESIDENTIAL DISTRICTS:**

Use	Zoning District
-----	-----------------

	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
--	---	-----	-----	------	------	------	-----	------	------	------	-----	--------	--------

Market Gardens			P	P	P	P	P						
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Section Three. ~~Amendment.~~ -Title 10, Chapter 15, Section 33 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out~~ text shows the deleted wording and the underlined text shows the language added to the code:

10-15-33: COMMUNITY GARDENS, MARKET GARDENS, AND PERSONAL GARDENS:

Where permitted, market gardens shall be subject to the following provisions:

P. — Market ~~garden~~Garden planting areas can be no larger than ten percent (10%) of lot size ~~— area~~ and shall not be located in front yards.

Q. — Retail Sales Allowed. -On-site sales are allowed under the following — conditions:

1. The only ~~product~~products sold ~~is~~are the food or ornamental crops grown in the market garden ~~produce grown on the property by the property owner;-~~
2. Sales are limited to a maximum of ~~seventy-five~~ (75) sales days per calendar year;-
3. Sales shall take place only between the hours of ~~7~~8:00 a.m. to 7:00 p.m. weekdays and ~~7~~p.m.:-

4. Identification signs are limited to one sign no larger than six square feet no higher than 6 feet high displayed only during the sales season;

5. The ~~property owner has obtained~~9:00 a market garden permit from the City..m. to 7:00 p.m. on weekends;

64. Sales cannot take place on the public sidewalk or boulevard.

R. — Permit Required. — An application for a market garden permit shall be made to the city clerk on the form prescribed by the city. Permits shall be valid for one year from the date of issuance. The applicant must provide all the information required on the form, including, but not limited to:

1. The name and address of the property owner(s);
2. The address of the real property where the produce is grown and sold;
3. The expected produce to be sold;

~~4. A soil test showing that lead levels are less than one hundred parts per million (100 ppm). If lead is 100 ppm or higher, the applicant must detail a plan to use raised beds with soil barriers and clean, imported soil.~~

~~S. Compost Bins: Compost bins are permitted as regulated by section 8-6-6 of this code.~~

~~T. R. Setback: The market garden shall be set back a minimum of five feet (5') from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the market garden.~~

~~U. S. Equipment: Market garden equipment shall be limited to that which is commonly used for household gardening. Any tools, equipment, and material shall be stored and concealed within an enclosed, secured structure.~~

~~V. Animals: The keeping of bees, chickens, or other farm animals is subject to regulations as detailed elsewhere in this code.~~

~~W. Noise: Market gardens must abide by the noise regulations as detailed elsewhere in this code.~~

~~X. T. Negative Impacts Prohibited: The market garden site shall be designed and maintained to prevent negative impacts to adjacent properties from gardening activities including, but not limited to, irrigation, fertilizer, soils, stormwater, cultivated areas, and garden debris.~~

~~Y. U. Maintenance: Market gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on the market garden site. When a market garden is discontinued the property shall be restored with native plantings, grass, or other allowed ground cover. and accessory structures removed.~~

~~Z. V. Nuisance: Improperly maintained market gardens are subject to nuisance abatement procedures as detailed elsewhere in this code.~~

Section Four. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the _____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

_____ Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Attest:

Rebecca Kiernan, City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA
ORDINANCE NO. ____
AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,
CHAPTER 2, SECTION 2, TITLE 10, CHAPTER 6, SECTION 1, AND
TITLE 10, CHAPTER 15, SECTION 33, TO PERMIT MARKET GARDENS IN
CERTAIN ZONING DISTRICTS**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 10, Chapter 2, Section 2 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out text~~ shows the deleted wording and the underlined text shows the language added to the code:

MARKET GARDENS:

A market garden is a growing space where food or ornamental crops to be sold are grown. A market garden is distinguished from a farm by its smaller scale and lack of mechanization. A market garden is distinguished from a community garden by its exclusionary control.

Section Two. Amendment. Title 10, Chapter 6, Section 1 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out text~~ shows the deleted wording and the underlined text shows the language added to the code:

10-6-1: LAND USES IN ALL RESIDENTIAL DISTRICTS:

Use	Zoning District												
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
<u>Market Gardens</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>						

Section Three. Amendment. Title 10, Chapter 15, Section 33 of the Inver Grove Heights City Code is hereby amended to read as follows. The ~~struck-out text~~ shows the deleted wording and the underlined text shows the language added to the code:

10-15-33: COMMUNITY GARDENS, MARKET GARDENS, AND PERSONAL GARDENS:

Where permitted, market gardens shall be subject to the following provisions:

P. Market Garden planting areas can be no larger than ten percent (10%) of lot area and shall not be located in front yards.

Q. Retail Sales Allowed. On-site sales are allowed under the following conditions:

1. The only products sold are the food or ornamental crops grown in the market garden on the property;
2. Sales are limited to a maximum of seventy-five (75) sales days per calendar year;
3. Sales shall take place only between the hours of 8:00 a.m. to 7:00 p.m. weekdays and 9:00 a.m. to 7:00 p.m. on weekends;
4. Sales cannot take place on the public sidewalk or boulevard.

R. Setback: The market garden shall be set back a minimum of five feet (5') from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the market garden.

S. Equipment: Market garden equipment shall be limited to that which is commonly used for household gardening. Any tools, equipment, and material shall be stored and concealed within an enclosed, secured structure.

T. Negative Impacts Prohibited: The market garden site shall be designed and maintained to prevent negative impacts to adjacent properties from gardening activities including, but not limited to, irrigation, fertilizer, soils, stormwater, cultivated areas, and garden debris.

U. Maintenance: Market gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on the market garden site. When a market garden is discontinued the property shall be restored with native plantings, grass, or other allowed ground cover.

V. Nuisance: Improperly maintained market gardens are subject to nuisance abatement procedures as detailed elsewhere in this code.

Section Four. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed in regular session of the City Council on the _____ day of _____, 2021.

CITY OF INVER GROVE HEIGHTS

Thomas Bartholomew, Mayor

Ayes:

Nays:

Attest:

Rebecca Kiernan, City Clerk

**Request for Council Action****TITLE:** CHRIS ENSTROM

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider a Resolution relating to a Variance to allow a porch addition to encroach into the rear yard setback for property located at 6506 Arctic Court:

- Requires a 3/5th's vote.
- 60-day deadline: July 12, 2021 (first 60 days)

SUMMARY:

The applicant is proposing to construct a deck and porch on the rear of the existing house. Total dimensions of the expansion is 16 ft x 36 feet. From the drawings, the left side is a 16' x 20' open deck. The right side is a 16' x 16' porch. A porch requires a setback of 30 feet from rear property line. The porch is proposed to be 22 feet from rear property line at its closest point.

ANALYSIS:

- The lot is unique in that it is the shallowest lot on the cul-de-sac and one of the shallowest in the subdivision. This lot is approximately 105 feet deep while most others are approximately 125 feet deep.
- The closest point of the porch to the rear property line is 22 feet where 30 feet is required. A 30 foot setback is the standard in this development and these lots were not granted further reduced base rear yard setbacks with the subdivision approval.
- A variance could be considered a convenience for the applicant since there is some rear yard room for expansions or improvements.
- The lots in the Northwest Area are typically smaller in size than standard lots and therefore have limited building pad areas. Although the restricted pad area was anticipated in the side yards since the lots are narrower. Staff raises concerns about precedent of continual variance requests for the smaller lots in the Northwest Area.
- Planning Commission wanted to confirm if the addition is approved, total hard surface on the lot would still be under the maximum. Staff confirmed the addition including deck and porch would be within the allowed impervious surface.

RECOMMENDATION:

Planning Staff: Recognizes the shallow lot depth reduces the size of the back yard and limits expansions. Also concerned about precedence of setback variances on the smaller lots in the Northwest Area.

Planning Commission: Also raised concerns about precedence and history of small lots in Northwest Area. Members did feel the lot depth plays a part in the uniqueness of this request and some supported. A motion to approve the variance was put forward and the vote was 4-5 with the motion failing. Planning Commission did not take further action.

Attachments: Approval Resolution for Accessory Structure
Denial Resolution for Accessory Structure
Planning Commission Recommendation
Planning Report

(Approval Resolution)

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

RESOLUTION NO. 2021-187

**RESOLUTION APPROVING A VARIANCE TO ALLOW A PORCH ADDITION TO
ENCROACH INTO THE REAR YARD SETBACK FOR PROPERTY LOCATED AT 6506
ARCTIC COURT**

**CASE NO. 21-35V
(ENSTROM)**

Property legally described as follows:

Lot 7, Block 2, Blackstone Ridge, according to the recorded plat, Dakota County,
Minnesota

WHEREAS, an application has been received for a Variance to allow a porch to encroach into the rear yard with a 22 foot setback;

WHEREAS, the afore described property is zoned R-1C/PUD, Single Family Planned Unit 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 June 15, 2021 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:

The lot is unique in that the lot is on a cul-de-sac and is shallowest lot on the cul-de-sac and one of the shallowest in the subdivision. The lot is approximately 105 feet deep at the cul-de-sac arc. Most other lots in the subdivision are approximately 125 feet in depth. The shallower lot does create a unique circumstance in this subdivision.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a porch addition to encroach into the rear yard setback is hereby approved subject to the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. All requirements of a building permit review shall be met.

Adopted by the City Council of Inver Grove Heights this 28th day of June, 2021.

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk

(Denial Resolution)

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

RESOLUTION NO. 2021-187

**RESOLUTION DENYING A VARIANCE TO ALLOW A PORCH ADDITION TO
ENCROACH INTO THE REAR YARD SETBACK FOR PROPERTY LOCATED AT 6506
ARCTIC COURT**

**CASE NO. 21-35V
(ENSTROM)**

Property legally described as follows:

Lot 7, Block 2, Blackstone Ridge, according to the recorded plat, Dakota County,
Minnesota

WHEREAS, an application has been received for a Variance to allow a porch to encroach into the rear yard with a 22 foot setback;

WHEREAS, the afore described property is zoned R-1C/PUD, Single Family Planned Unit 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 June 15, 2021 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:

- There is reasonable use of the property with the home and deck or porch additions are not guaranteed in the future. The lots in the Northwest Area are typically smaller in size than standard lots and therefore have limited building pad areas.
- There are concerns about precedent of continual variance requests for the smaller lots in the Northwest Area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a porch addition to encroach into the rear yard setback is hereby denied based on the fact a practical difficulty could not be found.

Adopted by the City Council of Inver Grove Heights this 28th day of June, 2021.

Thomas Bartholomew, Mayor

Ayes:

Nays:

ATTEST:

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO: 21-35V

APPLICANT: Chris & Amanda Enstrom

PROPERTY OWNER: Chris & Amanda Enstrom

REQUEST: Variance to allow a porch addition to encroach into the rear yard setback

HEARING DATE: June 15, 2021

LOCATION: 6506 Arctic Court

COMPREHENSIVE PLAN: LDR

ZONING: R-1C/PUD, Single Family Residential Planned Unit Development

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is proposing to construct a deck and porch on the rear of the existing house. Total dimensions of the expansion is 16 ft x 36 feet. From the drawings, the left side is a 16' x 20' open deck. The right side is a 16' x 16' porch. A porch requires a setback of 30 feet from rear property line. The porch is proposed to be 22 feet from rear property line at its closest point.

The applicant has provided a narrative which gives additional details on the request and rationale for the approval.

EVALUATION OF THE REQUEST

The following land uses, zoning districts and comprehensive plan designations surround the subject property:

North: Single family; zoned R-1C/PUD; guided LDR

East: Single family; zoned R-1C/PUD; guided LDR

West: Single family; zoned R-1C/PUD; guided LDR

South: Single family; zoned R-1C/PUD; guided LDR

VARIANCE

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 house addition would be consistent with residential use identified in the comprehensive plan. A covered porch is considered part of the principal structure (permanent living space) and therefore requires a 30 foot setback. The request would not be consistent with the intent to separate living spaces in rear yards. Zoning rules have not changed since this house was built regarding setbacks. The open deck requires an eight foot setback and does not have any bearing on the variance request.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

A porch and deck expansion would be considered using the property in a reasonable manner. Decks and porches are typical expansions of single family homes, however, size of expansions are limited to maintaining setbacks. A reasonable use for the property has been established with the home on the lot.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The lot is somewhat unique in that the lot is on a cul-de-sac and is shallowest lot on the cul-de-sac and one of the shallowest in the subdivision. The lot is approximately 105 feet deep at the cul-de-sac arc. Most other lots in the subdivision are approximately 125 feet in depth. The shallower lot does create a unique circumstance in this subdivision.

4. *The variance will not alter the essential character of the locality.*

Other homes in the neighborhood have deck or porch expansions in rear yards. The porch would not appear to alter the character.

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.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **Variance** to allow a porch addition with a 22 foot setback to the rear yard subject to the following conditions:
 1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
 2. All requirements of a building permit review shall be met.

Practical Difficulty:

B. Denial. If the Planning Commission does not favor the proposed application, or portions thereof, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

The lot does have some unique dimensional constraints, however these limitations in lot depth do have a bearing on what future expansions are allowed. There is reasonable use of the property with the home and deck or porch additions are not guaranteed in the future. The lots in the Northwest Area are typically smaller in size than standard lots and therefore have limited building pad areas.

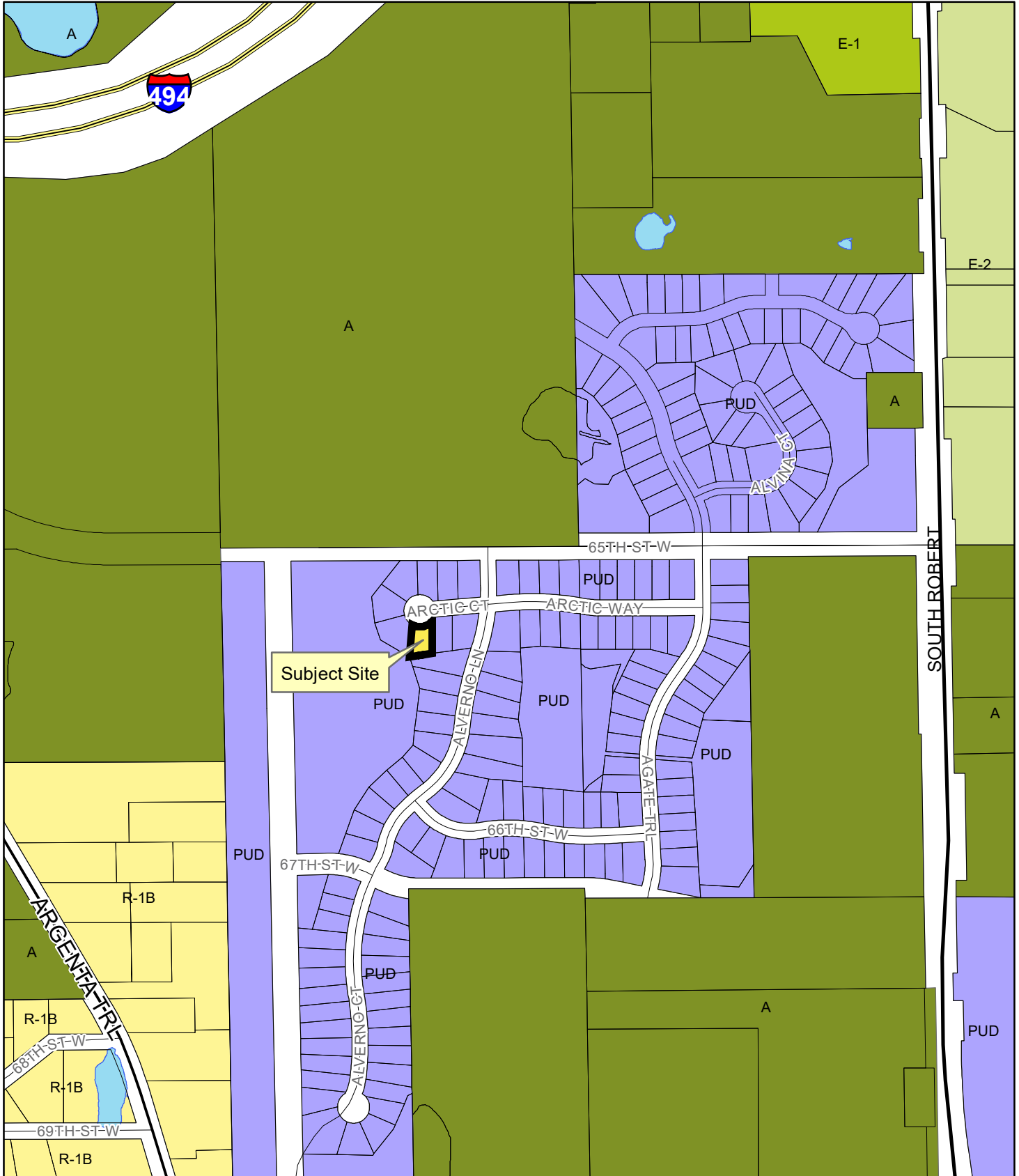
Staff raises concerns about precedent of continual variance requests for the smaller lots in the Northwest Area. If Planning Commission were to support the request, the shallower depth of the lot on a cul-de-sac could be a reasonable practical difficulty.

Attachments: Location Map
Applicant Narrative with general site plan
Building Permit Plans



Location Map

Case No. 21-35V



Variance Application for a Porch

Chris and Amanda Enstrom

6506 Arctic Court, Inver Grove Heights, MN 55077

Cell: 651-503-4165

Email: chris.enstrom@hotmail.com

Variance Application Form



CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077
(651) 450-2545
www.invergroveheights.org

PLANNING APPLICATION FORM

SECTION 1

APPLICANT INFORMATION

Applicant Name: Chris Amodeo Enstrom, Contact Name: Chris Enstrom
Mailing Address: 6506 Arctic Ct. Mailing Address: same
St. Paul, MN 55077
Daytime Phone: _____ Daytime Phone: _____
Cell Phone/Fax: 651-508-4165 Cell Phone/Fax: same
Email: Chris.enstrom@hotmail.com Email: same

SECTION 2

SITE & PROPERTY OWNER INFORMATION

Site Address: 6506 Arctic Ct. St. Paul, MN County Tax PIN: 20-17167-02-070
Legal Description (or attach separately): Lot 7, Block 2, Blackstone Ridge

Owner Name (if different from above): see above

Owner Email: _____

Owner Mailing Address: _____

SECTION 3

APPLICATION TYPE

☒ Variance ☐ Conditional Use Permit ☐ Major Site Plan Review
☐ Rezoning ☐ Preliminary Plat ☐ Planned Unit Development
☐ Comp Plan Amendment ☐ Final Plat ☐ Zoning Code Amendment
☐ Waiver of Plat ☐ Other: _____

SECTION 4

OTHER INFORMATION

Attach the written description, plans and other required documents (See Petitioner's Instructions).

I attest that the information contained in this application is true and correct to the best of my knowledge.

APPLICANT SIGNATURE: Chris Enstrom

OWNER SIGNATURE: Chris Enstrom

OFFICE USE ONLY

Case Number: _____ Planning Review Committee Date: _____
Date Accepted: _____ Planning Commission Date: _____
Accepted By: _____ Park & Rec. Commission Date: _____
Receipt #: _____ City Council Date: _____
Escrow #: 702-229 60 Day Deadline: _____

CITY OF INVER GROVE HEIGHTS, MINNESOTA PLANNING DIVISION

PROPERTY ACCESS CONSENT FORM

This is to certify that on May 6, 2021, Christopher K. Enstrom
owner of property described as follows (address or legal description):
6506 Arctic Court, Inver Grove Heights, MN 55077
Lot 7, Block 2, Blackstone Ridge

filed a request, (or authorized, by my signature, the filing of a request) with the Inver Grove Heights Planning Division for residential variance on the described property. By filing the above referenced request, I hereby consent to permit access to said property, at any reasonable time, to members of City Staff, the Planning Commission, and the City Council for purposes of viewing the site and information gathering that is pertinent to the request.

Christopher K. Enstrom
Property Owner

Dated: 5-9-21

(Please return this completed form to the Planning Division at the time of application for your planning request. If the Consent Form is not returned with your Planning Application Form, it will be assumed that you do not wish to grant access to your property for the stated purpose. A copy of the Consent Form will be retained in the planning file relative to your case. The consent granted by virtue of this form expires upon final City Council action relative to your request.)

OFFICE USE ONLY

Case No: _____ Applicant: _____

VARIANCE STANDARDS WORKSHEET

A variance cannot be approved unless the Planning Commission and City Council find that the following standards have been met. Please provide a response as to how/why your project will meet these criteria. Use additional sheets if necessary and consult with the Planning Director at your plan review meeting if you need clarification on the intent of any of the below standards.

1) Practical difficulties

See attached PDF

2) Reasonable use

3) Applying to property

4) Character of the locality

5) Consistency with Comprehensive Plan

Summary Statement

- My family is looking for a variance for a Porch
- Building our Porch to city code with the 30' rear setback requirement would leave us with a 10' deep Porch
- The Porch we have drawn up with our contractor is 16' deep
- We are asking for a 6' variance in terms of depth (north and south direction) so we can build a 16' deep Porch

Practical Difficulty Commentary

- The shape of our property creates a practical difficulty for building a Porch of usable size
 - The shallow depth (north to south) of the property, combined with the south lot line's angle limits the depth of our lot
 - This limited depth impacts how deep the Porch can be
- Our lot is more shallow than most others in the development because of the confounding factors of it being in a cul-de-sac, and having a different lot immediately behind it
- It is not within our ability to redraw the lot lines such as to comply with the city's setback requirement
- With few exceptions, every home in our neighborhood has a deeper yard, enabling them to build a 16' deep Porch
- If the variance is approved as requested, there will still be 24' worth of open space on our property between the Porch and the south lot line
- Beyond the 24' mentioned above, there is no usable space to erect another Porch behind our proposed Porch that would encroach on this variance

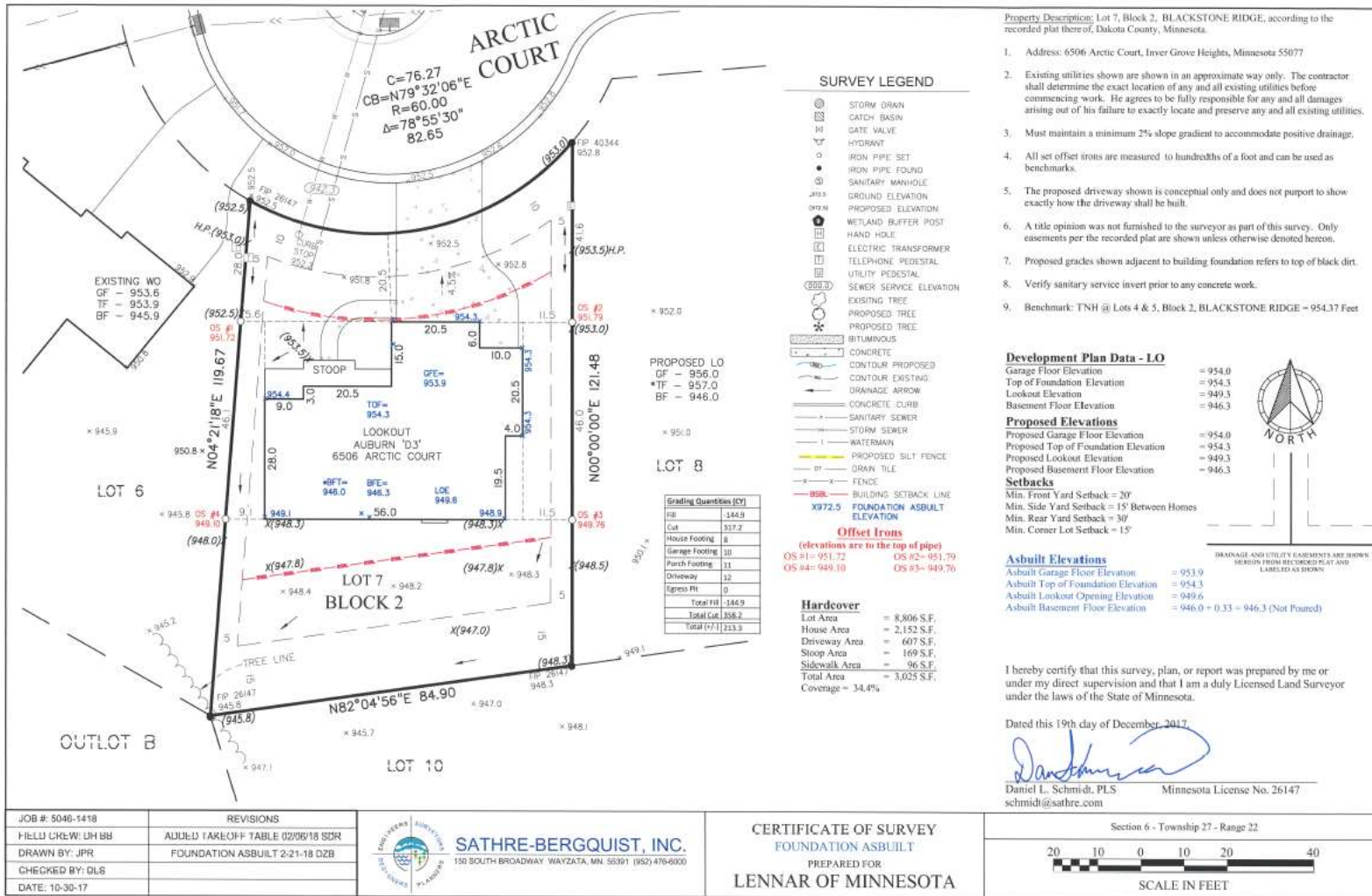
Public Welfare Commentary

- The Porch will not be detrimental to public welfare because
 - It doesn't impede any easements for access to public utilities
 - It will be built with new materials that are visually consistent with the overall appearance of the home
 - The construction will be handled by a licensed and insured general contractor that has erected other Porches
 - It isn't near any roads or intersections such as to provide a visual distraction to passer's by
 - The Porch will not be built in any way such as to limit the natural habitat of wildlife or nature preserve
 - The shape of the land and location of the proposed Porch is such that the Porch will not block the supply of light or air to adjacent properties

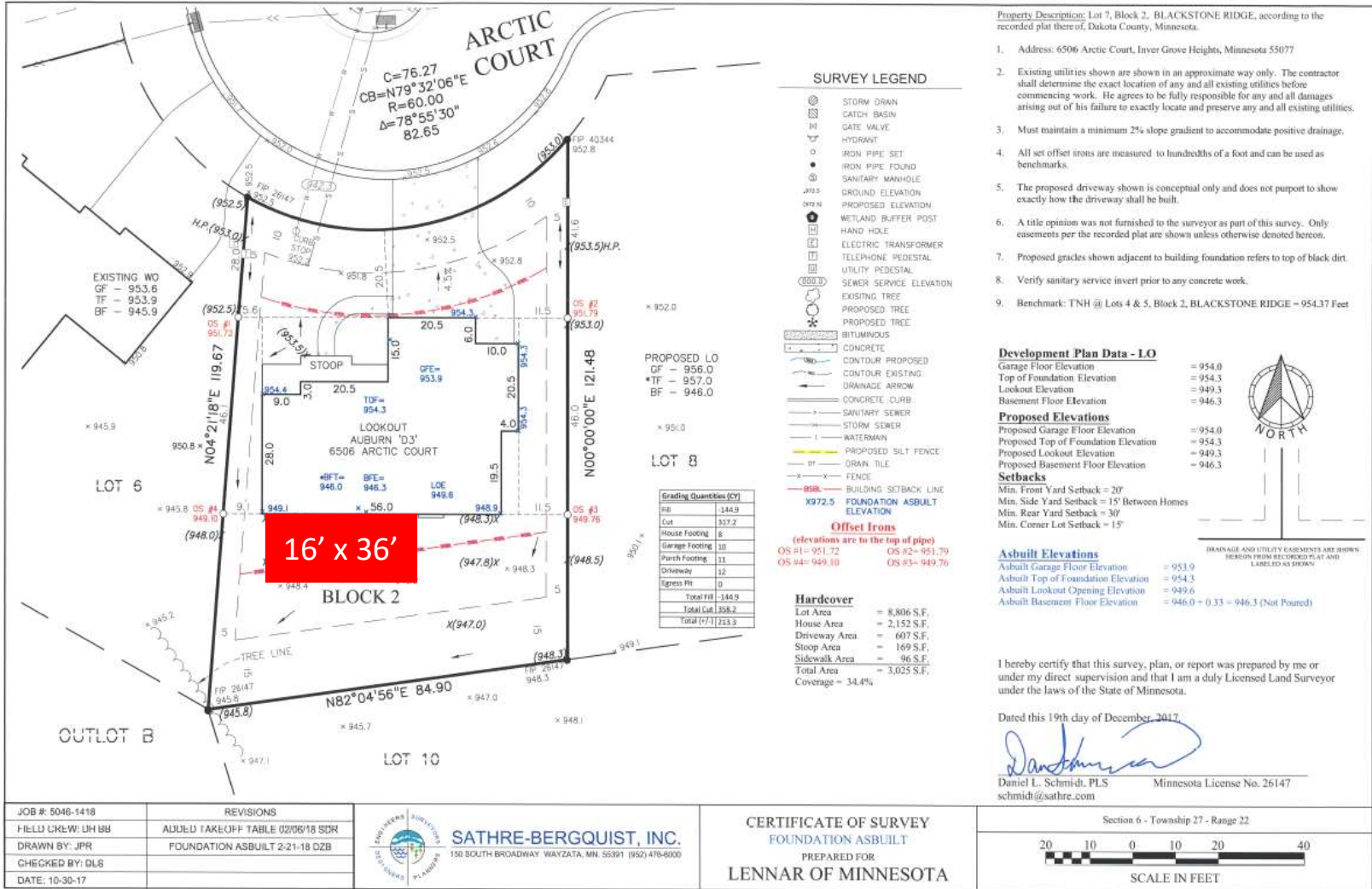
Neighborhood Commentary

- The Porch will not be detrimental to the neighborhood because
 - The plans have been reviewed by the homeowner association's Architectural Review Committee and been granted approval
 - The stairs leading from the Porch down to the ground will be built according to all appropriate codes and safety regulations, including being lit such as to not increase the chance of trips and falls
 - The materials used for the Porch will be resistant to weathering and will not degrade over time such as to present a poor looking appearance
 - The variance that my family is asking for will allow us to build a Porch that is consistent in depth with other Porchs that already exist in the neighborhood
 - My family has gained written approval from both neighbors that could be impacted by the construction of the Porch, and they have no issue with our request for a 6 foot variance from the city (see last slide for signatures)

Original survey from 2018



Survey with Porch footprint roughed in (measurements are approximate)



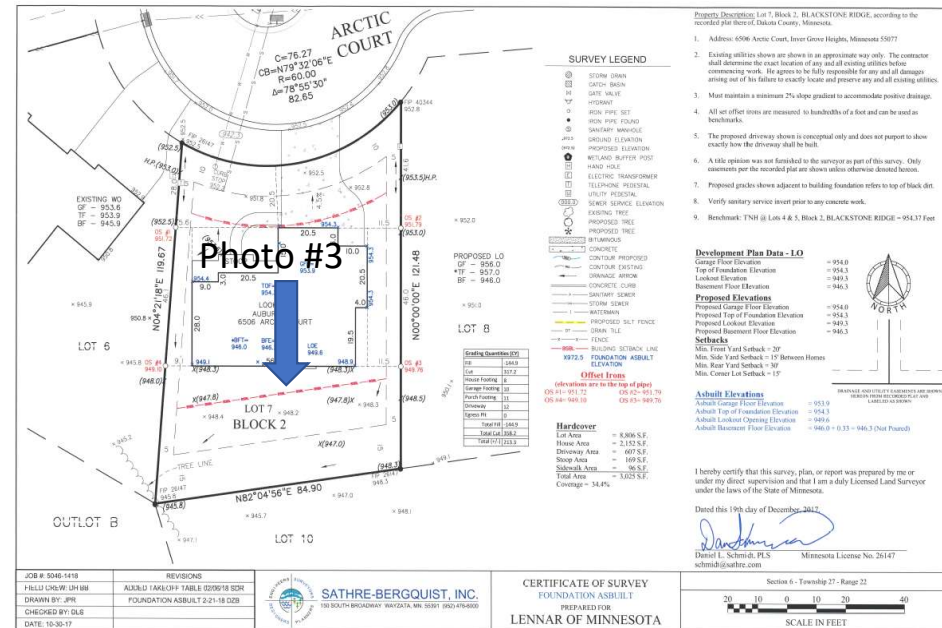
A wide-angle photograph of a large, green lawn in front of a two-story house with a brown roof and multiple windows. A large, leafy tree is on the right, and a blue sky with clouds is visible. A white downspout is visible on the left edge of the frame.

A wide-angle photograph of a large, green lawn in front of a dense line of trees. A white downspout is visible on the right side, leading to a gravel area.

[illegible]

A wide-angle photograph of a large, green lawn. In the background, a thick line of trees with vibrant green leaves stretches across the frame. On the left side, partially obscured by the trees, is a small wooden play structure with a slide. To the far left, a portion of a white house with multiple windows is visible. On the right side of the lawn, a black metal fence runs along the edge. The sky above is blue with scattered white clouds.

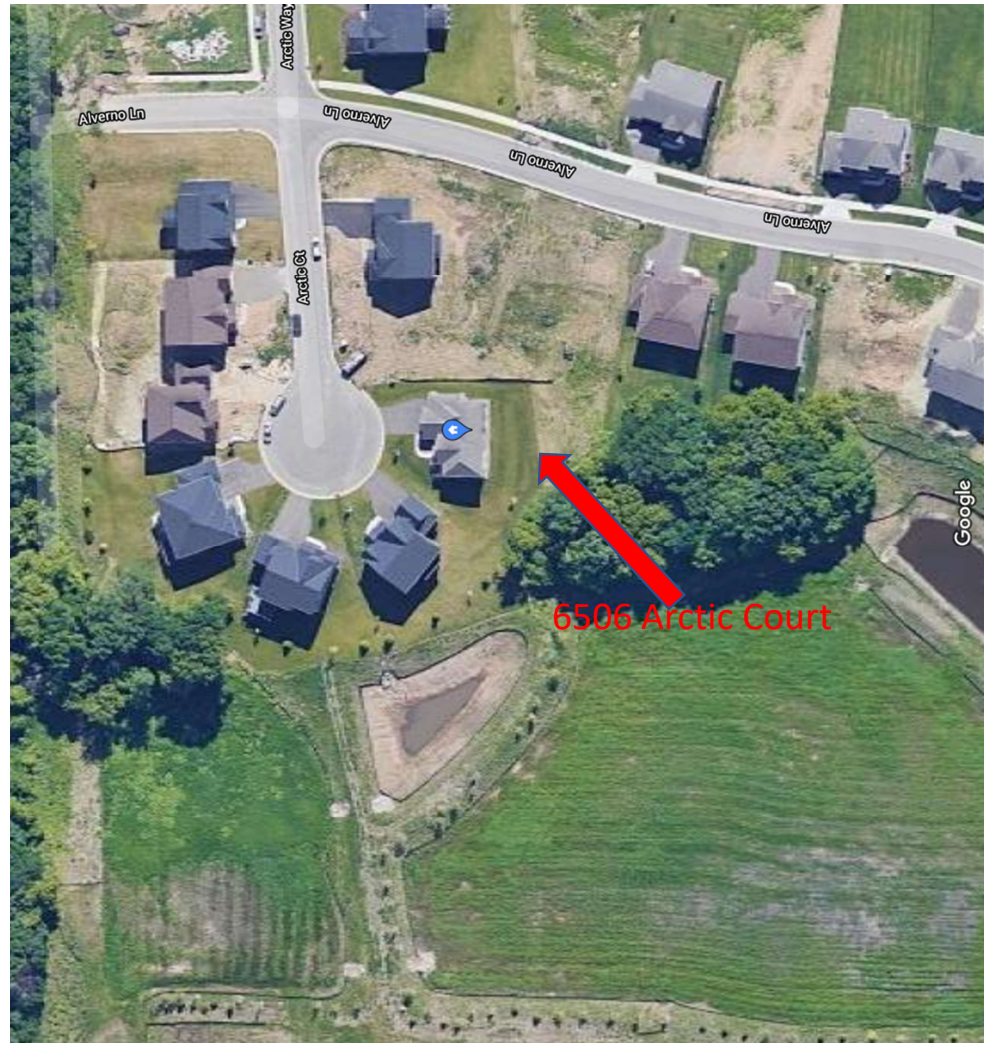
- Photo #3 is taken standing at the back of the home looking straight south
- Infiltration basins are behind our home (beyond the trees shown in Photo #3)
- No additional home development will happen in this photo or the two photos on the prior page



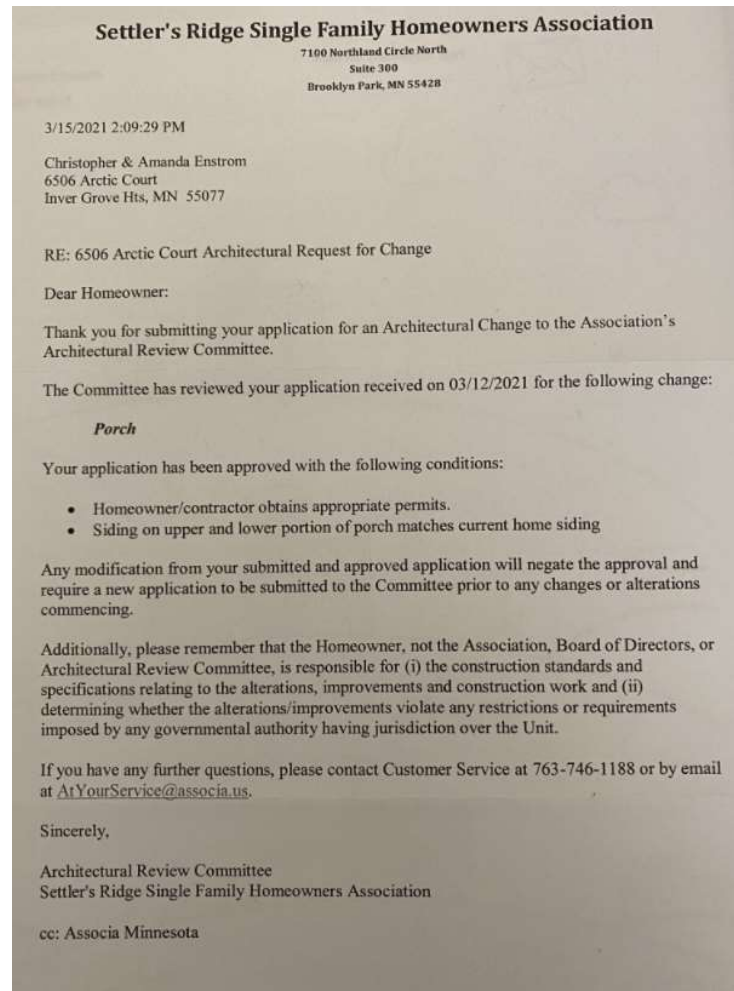
Overview of Settler's Ridge development, Northwest Quadrant of Inver Grove Heights, and property location



Aerial view of 6506 Arctic Court

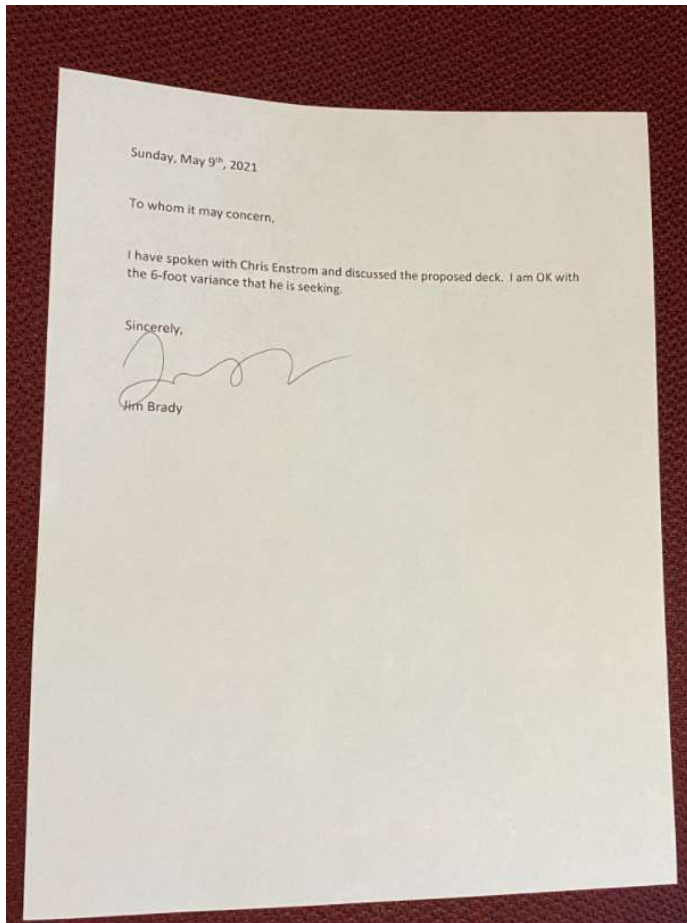


Approval from Homeowner's Association



Approval from adjacent neighbors

Jim Brady, 6533 Alverno Lane

A handwritten letter on a piece of white paper, placed on a dark red textured surface. The letter is dated Sunday, May 9th, 2021, and is addressed to "To whom it may concern,". The content states that the writer has spoken with Chris Enstrom and discussed a proposed deck, and is OK with a 6-foot variance. The letter is signed "Sincerely, Jim Brady" with a handwritten signature.

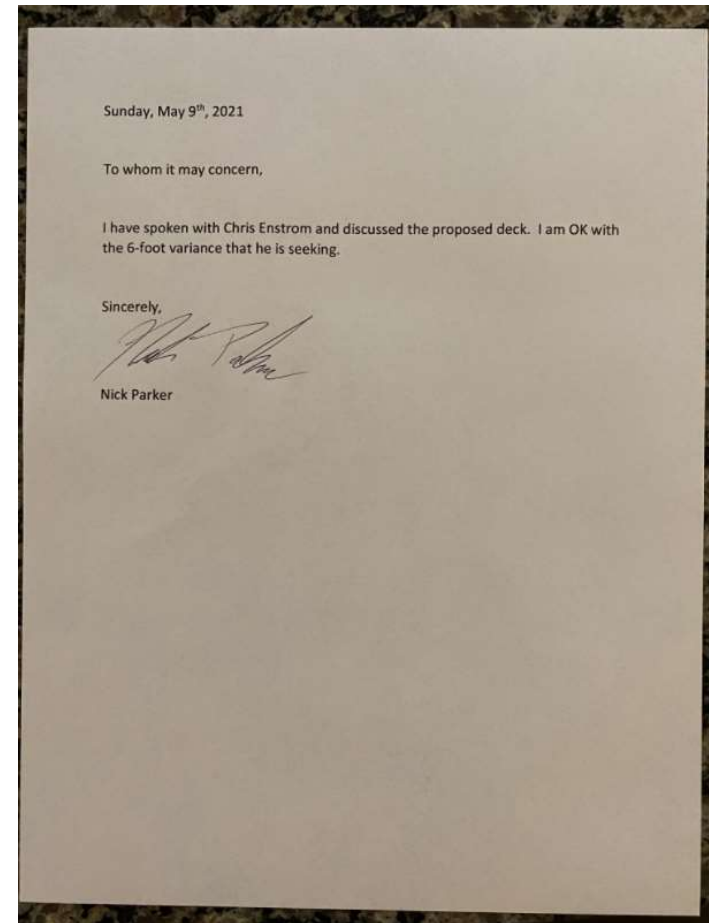
Sunday, May 9th, 2021

To whom it may concern,

I have spoken with Chris Enstrom and discussed the proposed deck. I am OK with the 6-foot variance that he is seeking.

Sincerely,
Jim Brady

Nick Parker, 6508 Arctic Court

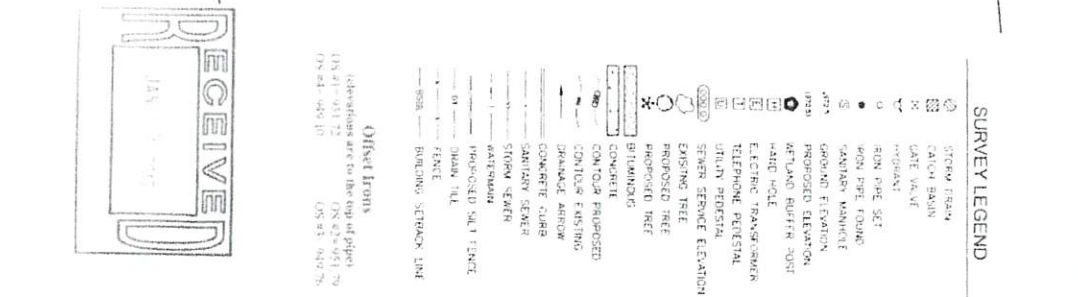
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Sunday, May 9th, 2021

To whom it may concern,

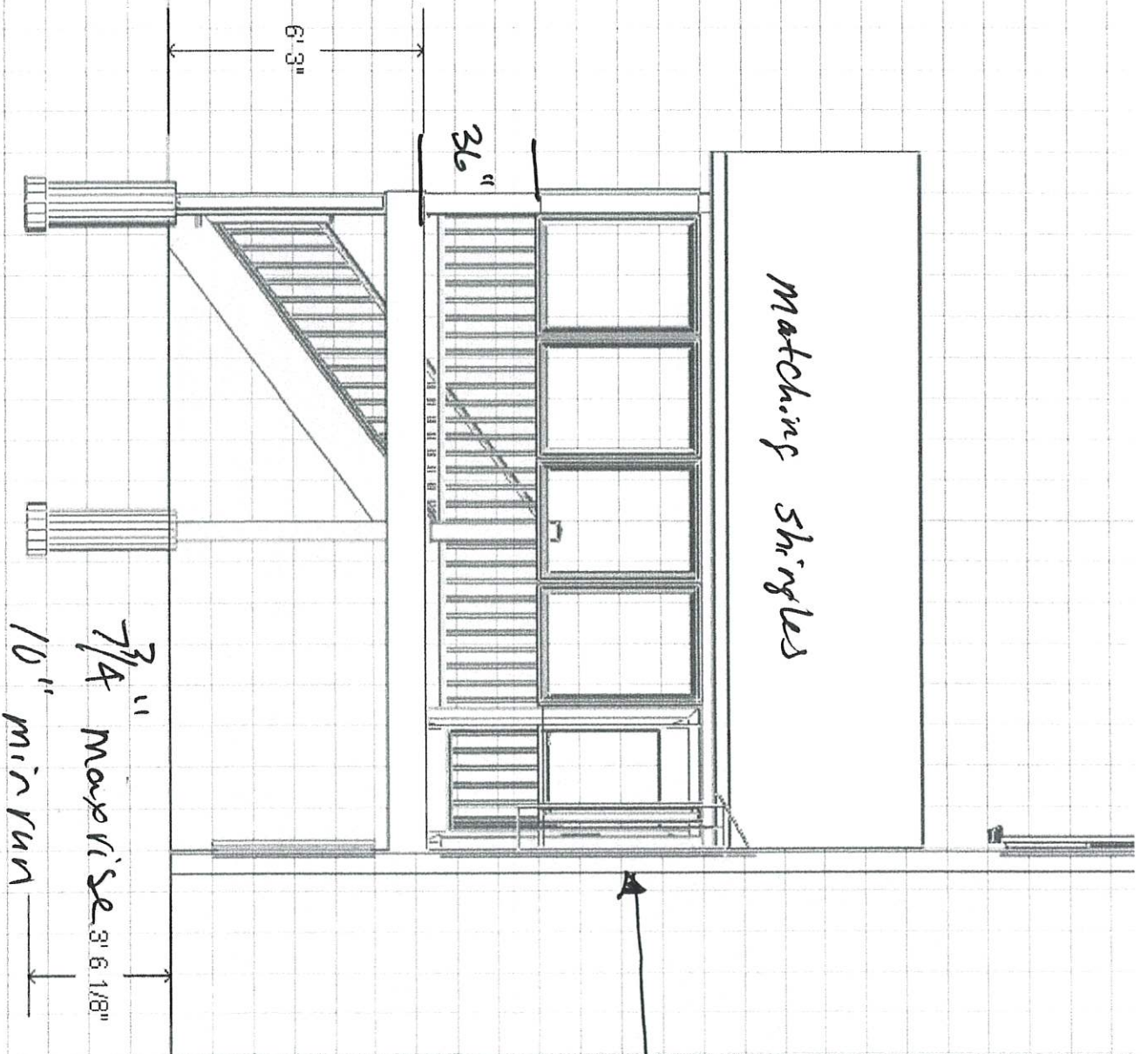
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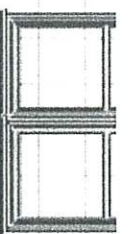
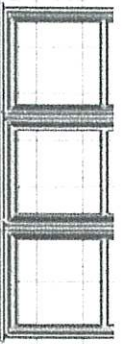
Sincerely,
Nick Parker



CERTIFICATE OF SURVEY
PREPARED FOR
LENNAR OF MINNESOTA

[illegible]



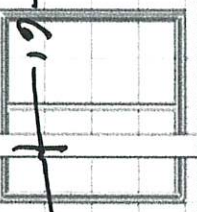


6/12 ^{Ext} Interior

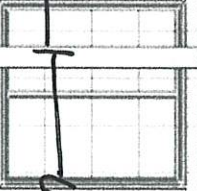
4/12 Interior

Less than 9"

36"



6'



6'

7'

7'

A04 Handrail

3' 6 1/8"

*All footings by Goliath Tech *

**Request for Council Action****TITLE:** LENNAR MULTI FAMILY COMMUNITIES

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Consider a Resolution relating to a Comprehensive Plan Amendment to change the land use designation from RC, Regional Commercial to HDR, High Density Residential for Outlots C and D, Argenta Hills.

- Requires a 4/5th's vote.
- 60-day deadline: July 16, 2021 (first 60 days)

SUMMARY

The applicant is proposing to construct a multiple family project consisting of 312 apartment homes in 13 multiple family dwellings. There would be some amenities constructed for the occupants. The area is Outlots C and D, Argenta Hills which are located west of the Target store. In order to develop the site for high density residential, a comprehensive plan amendment is required to change the land use from commercial to residential.

ANALYSIS

- Council has reviewed two previous proposals for apartments. One project in 2017 was denied. The other project in 2018 was conditionally approved for the land use change over a smaller area subject to approval of development plans for the site. No plans were ever submitted.
- The addition of more residential in the area should create the shopping demand to fill the vacant store fronts had help push demand for the other unconstructed buildings.
- The city has not received or had any discussions regarding retail development on the site.

RECOMMENDATION:

Planning Staff: Supports the request and recommends approval of the comprehensive plan change.

Planning Commission: Had lengthy discussion on timing of request, need for future retail and need for this housing mix. Planning Commission recommended approval of the request (6-3).

Attachments: Comp Plan Amendment Resolution

Planning Report

Resident e-mails received after planning commission staff report was distributed

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE
THE LAND USE DESIGNATION OF OUTLOTS C AND OUTLOT D, ARGENTA HILLS, FROM
RC, REGIONAL COMMERCIAL TO HDR, HIGH DENSITY RESIDENTIAL**

**CASE NO. 21-34PA
(Lennar Multifamily Communities)**

WHEREAS, an application has been submitted for property legally described as;

**Outlot C and Outlot D, Argenta Hills, Dakota County, Minnesota, according to
the recorded plat thereof**

WHEREAS, an amendment to change boundaries of any district may be granted by the City Council on an affirmative vote of 4/5ths of the Council as per City Code Title 10, Chapter 3, Section 10-3-5, A;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 15, 2021, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Comprehensive Plan Map Amendment is hereby approved subject to the following conditions:

1. The comprehensive plan land use change shall not become effective until approved by the Metropolitan Council and rezoning, preliminary plat and planned unit development plans have been approved by the City Council.

2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this ____ day of _____, 2021.

Ayes:

Nays:

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO.: 21-34PA

APPLICANT: Lennar Multifamily Communities, LLC

PROPERTY OWNER: IGH Investments, LLC

REQUEST: Comprehensive Plan Amendment

LOCATION: South side of Amana Trail between Argenta Trail and Hwy 3

HEARING DATE: June 15, 2021

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-4/PUD, Commercial Planned Unit Development

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application requesting a comprehensive plan amendment to allow for a change in land use from commercial to high density residential. The request is to change the land use on what is known as Outlots C and D, Argenta Hills from RC, Regional Commercial to HDR, High Density Residential. The project would consist of 312 apartment homes in 13 multiple family dwellings with a community clubhouse providing amenities to the residents on an approximately 17 acre site. The subject area is the vacant land west of Target. There are two outlots planned for larger building commercial development. The request is to change land use on these two vacant parcels.

In 2017, a different applicant proposed a 400 unit development on the two outlots (C and D). The Council did not support the request and denied all parts of the application on January 8, 2017. On February 12, the Council approved finds of fact for denial of the comprehensive plan amendment and reconsidered action on the rezoning, plat and PUD plan requests. Ultimately, the applicant withdrew the remaining requests.

This request differs from two previous applications in that the apartment homes would be located in a series of smaller multi-family buildings as opposed to one or two larger apartment buildings. Access would be via Amana Trail from the two existing curb openings.

HISTORY

In 2007, Council approved the Argenta Hills Planned unit development which consisted of 154 residential units and 410,000 square feet of commercial. There have been a number of amendments to the PUD since that time. In 2010, the developer requested and received an amendment to the first phase of residential development in the northeast corner of the site. The proposed change reduced the number of single family lots in that neighborhood from 60 to 45. In 2012, the developer requested and received an amendment to change the townhouse phase of the project to single family detached housing. In 2014, the final amendment in the residential area of the PUD was approved reducing the farthest west neighborhood on the west side of Alverno Avenue from the original plan by 8 units.

In 2018, IGH Investments applied for a comprehensive plan amendment to change the westerly 10 acres of Outlot D for a 220 high-end apartment building. Outlot C was to remain as Regional Commercial. The City Council conditionally approved the comprehensive plan amendment to High Density for the requested west 10 acres of Outlot D subject to approval of a PUD plan approval. No subsequent applicant for PUD approval was ever filed and therefore the comp plan amendment has not been put into effect.

During the initial planning stages of the whole Northwest Area, it was anticipated that based on projected land use designations, an overall density of 4.5 units/acre could be achieved. Achieving overall density in the Northwest Area has always been a concern since the city must work to maintain Met Council's goal of at least 3 units/acre overall and to make sure there are enough units to pay for the sewer and water infrastructure. The overall density of the Argenta Hills PUD was approved at 2.3 units/acre.

REQUEST

The specific applications being requested are:

1. Comprehensive Plan Amendment to change the land use designation of Outlots C and D, Argenta Hills, from RC, Regional Commercial to HDR, High Density Residential.

EVALUATION OF THE REQUEST

COMPREHENSIVE PLAN AMENDMENT

As stated earlier, the current designation of the parcels in question are RC, Regional Commercial. On the original 2007 plan, this area was approved for a 132,500 square foot retail store and a junior anchor building planned for two uses, 30,000 square feet and 20,000 square feet. The proposed use of the property requires a change to the comprehensive plan land use designation from Regional Commercial to High Density Residential.

The following lists the definition of the proposed and existing land use designations and lists policies that appear to be most relevant to the project for each category in the 2040 comprehensive plan.

High Density Residential (HDR)

Areas designated as high density residential are intended to accommodate multi-family housing at densities exceeding 12 units per acre. Uses in this category will be principally limited to higher density apartment or condominium buildings for either general occupancy or for specific segments of the population such as senior housing.

Future Development Area Policies:

- "Create planned neighborhoods with common facilities and amenities that establish a sense of identity and that helps promote long-term maintenance and value stability."
- Establish a collector road system that deters the use of local streets for non-local vehicular trips."
- "Encourage diverse housing styles consistent with the inherent characteristics of the site."
- "Encourage cluster development practices that preserve significant natural resources by concentrating building locations."
- "Provide commercial areas that are convenient to residential neighborhoods."
- "Encourage creative land planning to create neighborhood areas that have a unique personality reflecting the natural beauty of the area as well as the overall context of the community."
- *Amending the plan would allow the city to bring the density of the overall Northwest Area back to levels that were anticipated when planning began for the area. There have been a number of projects approved or amendments approved that have reduced the approved unit count below assumed densities.*
- *Approving an apartment project would be consistent with the goals of providing for different housing types and densities.*

From Housing Chapter:

Housing Policies:

- "Maintain a balanced housing supply with housing available for people at all income levels and unit types that meet the varying life-cycle needs of Inver Grove Heights residents."
- "Continue to utilize City ordinances that allow planned developments that provide a mix of housing types."

- "Promote the development of multi-family housing in areas that are physically suited to higher densities."
- "Promote higher density housing in the mixed-use area of the City."

From a housing perspective, the Inver Grove Heights Housing Committee commented on the original request in 2017 and felt the project would restore some of the density lost to other approved projects, provides for a mix of housing type and density and will add to the City's tax base.

Regional Commercial (RC)

Regional commercial areas are lots or parcels containing large-scale retail sales and services along arterial roadways that serve the region. As the name implies, goods and services offered in such areas appeal to a wide range of consumers, many of whom are willing to travel a significant distance to patronize various business establishments. Regional Commercial districts are intended for large "big-box" users. These types of uses serve as anchors for other small to mid-sized commercial uses that benefit by the traffic generated by the anchors."

Regional Commercial Area Policies:

- "Provide regional commercial areas to supply goods and services that appeal to a broad base of customers."
- "Ensure a design pattern that facilitates pedestrian circulation between uses within the district and establishes a level of amenities that enhances the sustainability of the center."
- "Encourage public and private improvements that create attractive environments for regional commercial developments."
- "Require high quality building materials for structures in regional commercial areas."
- "Provide arterial and community collector roadways necessary to support regional commercial developments."
 - *Retaining the commercial designation would provide land and building potential to supply goods and services for the City.*
 - *The location is along major roads for ease of access to and from the site and the road system would be able to accommodate vehicle volumes associated with commercial retail uses.*
 - *The original approved PUD was a mixed-use type of project to accommodate retail and commercial in the same general area.*

Park Development

Concerns have been raised about the lack of city park land in the Northwest Area and lack of parkland around the Argenta Hills development. Attached is a map of current park and proposed park development and acquisition. There are five locations identified on the map.

1. Denotes NWA Park #1, the 8 acres of city owned park land that the city is currently developing. Proposed construction start date Sept 15.
2. Denotes privately owned land to which city is in negotiations to purchase in the near future.
3. Denotes city negotiated 4 acre park with private property owner. Park sale is scheduled to be finalized as part of a development plat to be considered by city for approval of this summer. Site referred to as AT Home Apartments proposed plat or by project name Falcon Development. Preliminary proposal includes single family, multi-family housing and commercial (retail) plat that would likely be developed in phases. Plans for first phase of development have just been submitted for city approval.
4. Denotes just less than 2 acre park identified in the preliminary plat recently approved by city council called Peltier Reserve. Peltier Reserve has 126 sf and up to 180 unit MF building. Final plat and plans have just been submitted for review and council approval.
5. Denotes proposed 2 acre park city is in discussion with proposed developer who intends to put forth preliminary plat for approximately 45 single family homes for city consideration this summer.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

A. Approval. If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the **Comprehensive Plan Amendment** to change the land use designation of Outlots C and D, Argenta Hills from RC, Regional Commercial to HDR, High Density Residential (12-35 units/acre) subject to the following conditions:
 1. The comprehensive plan land use change shall not become effective until approved by the Metropolitan Council and rezoning and development plans have been approved by the City Council.
 2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

B. Denial. If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

In 2018, the City Council conditionally approved a comprehensive plan amendment to High Density for the requested west 10 acres of Outlot D subject to approval of a PUD plan approval. No subsequent applicant for PUD approval was ever filed and therefore the comp plan amendment has not been put into effect.

The Planning Department still feels a residential project is a positive for the area. Our recommendation is based on the following:

- In many markets, commercial development remains slower due to many factors. Internet retail has changed the way retailers do business and fewer brick and mortar stores are being constructed.
- The addition of more residential in the area should create shopping demand to help fill the vacant store fronts.
- The project would add a different housing mix and density that is anticipated in the Northwest Area.
- In general, a multiple family development would have a higher building valuation and thus generate more taxes than a commercial building.
- The connection fee structure in the Northwest for multiple family is generally higher than commercial.

Based on this review, the Planning Division recommends approval of the comprehensive plan amendment.

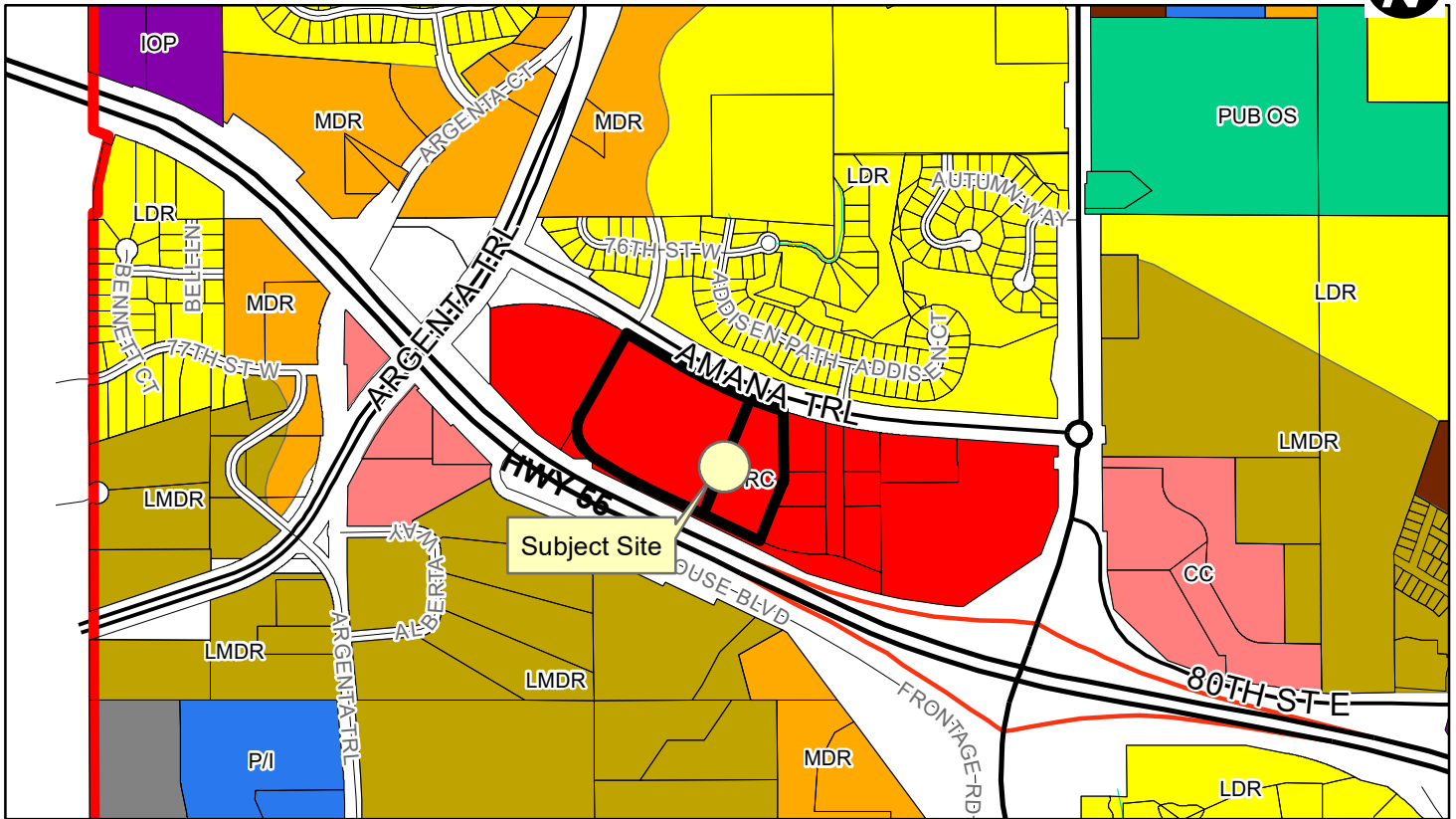
ATTACHMENTS: Comp Plan Map
 Project Narrative
 Concept Plan
 Parks Map
 Resident E-mails



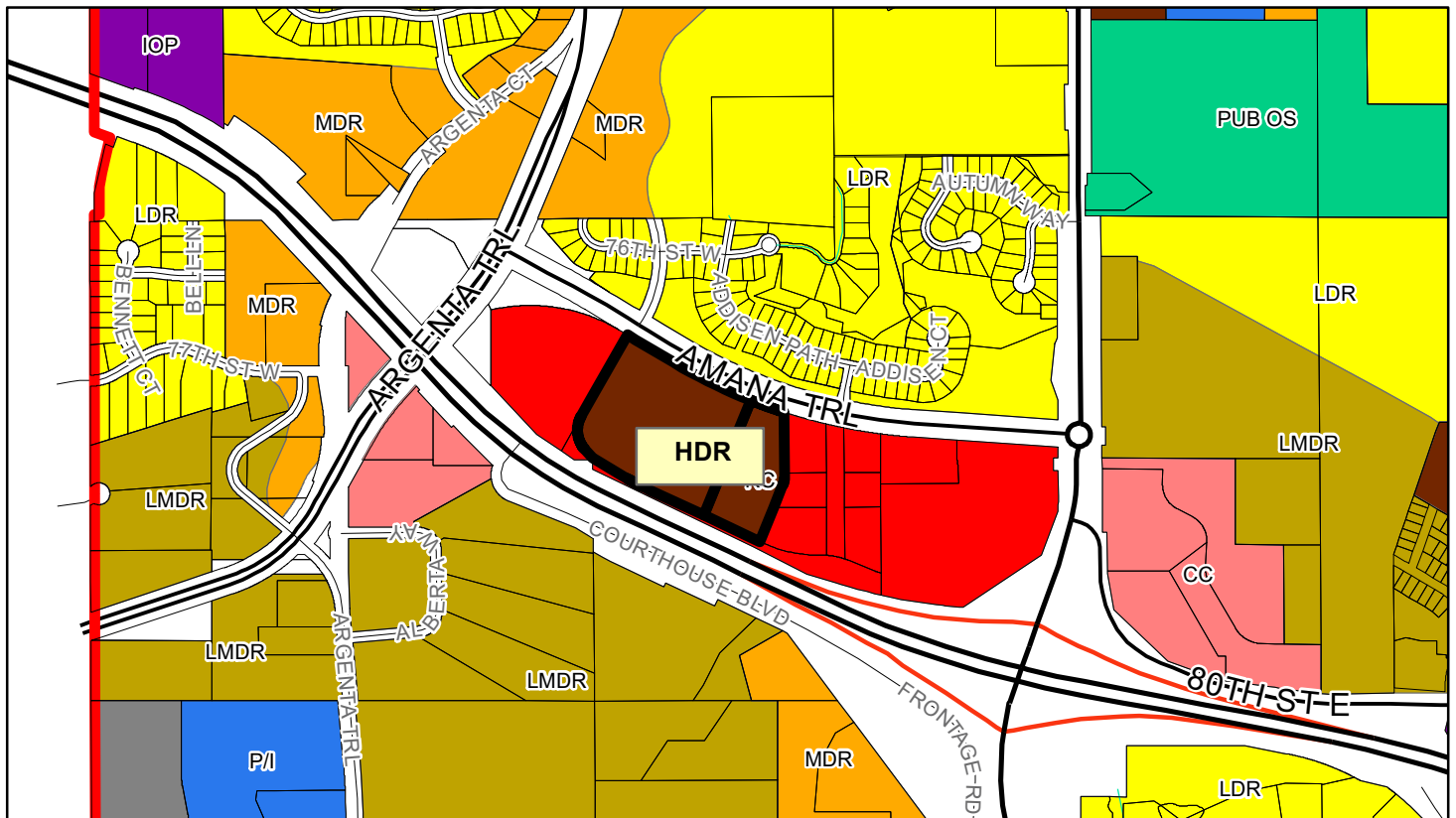
Comp Plan Map

LMC Comp Plan Amendment

EXISTING COMP PLAN



PROPOSED COMP PLAN





COMPREHENSIVE PLAN AMENDMENT APPLICANT'S NARRATIVE

Date:
April 21, 2021

Reference:
Emblem at Argenta Hills
Lennar Multifamily Communities, LLC

Attention:
Allan Hunting City Planner



REQUEST

Lennar Multifamily Communities (LMC) is requesting an amendment to the City's 2040 Comprehensive Plan to change the future land use classification of a vacant, approximately 17-acre site located on the south side of Amana Trail from Regional Commercial (RC) to High Density Residential (HDR). The purpose of the amendment is to allow for development of the site with 312 apartment homes in 13 multiple family dwellings with a community clubhouse providing shared amenities to the residents.

PROJECT DESCRIPTION

Emblem at Argenta Hills is envisioned as a planned community of 312 apartment homes in 13, 3-story multiple family dwellings. A community clubhouse will provide shared amenities for the residents, including a large social lounge, outdoor veranda, fitness center, exterior pool, outdoor barbeques and a fire pit. Parking for residents and guests will be provided in a combination of enclosed garage structures and surface parking, with a total of 538 parking spaces distributed throughout the site.

The façade of the buildings will consist of a blend of brick veneer, fiber cement lap siding, and painted wood trim, with architectural gables. The average building height from average grade plane is projected to be 47'-2½". The interior finishes of the homes will include granite countertops, stainless steel appliances, and wood-like vinyl plank flooring. The buildings will be set back from the north property line by more than 100 feet. The area buffering the community from Amana Trail will be utilized as open green space, stormwater detention, and an access road for the community. LMC proposes utilizing existing curb cuts and is not proposing any new curb cuts.

COMPREHENSIVE PLAN POLICIES

The proposed High Density Residential (HDR) future land use classification is intended to accommodate multi-family housing at densities exceeding 12 units per net acre (12-35 residential units/net acre). Uses in this category will be principally limited to higher density apartment or condominium buildings for either general occupancy or for specific segments of the population such as senior housing. The HDR classification is appropriate for the proposed project, which would have a residential density of 18.35 units/acre.

A guiding principle of the City's 2040 Comprehensive Plan is to promote "Residential Variety." Residential neighborhoods should contain a variety of housing types and levels of affordability. Neighborhood areas should provide a mix of housing that give residents the opportunity to live in Inver Grove Heights as their needs change over time. The proposed HDR land use classification for the site is consistent with this principle because it will allow for the addition of a different type of housing – high-density, multiple-family, apartments – to the surrounding low, low-medium and medium-density housing areas in this part of the City. The target rental rates for the project range from \$1,300 to \$2,100 per month which is affordable to households earning 55% - 90% AMI (71% of households within a 5-mile radius of the project).

Although the proposed amendment would change the land use classification from commercial to residential, the change would nevertheless support the regional commercial area to the east of the site by building the customer base with substantial number of new customers living in close proximity. The increased customer base will support the leasing of existing vacant commercial spaces and the full build out of the Argenta Hills shopping area.

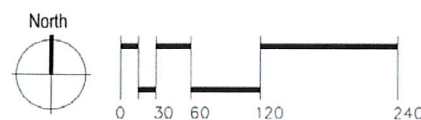
Unit Mix					
Unit	Description	NRSF	Total	Percent	Total NRSF
Studio Units					
S1	1 Bed / 1 Bath	646	0	0.00%	0
One Bedroom Units					
A1	1 Bed / 1 Bath	735	78	25.00%	57,564
A2	1 Bed / 1 Bath	1,774	78	25.00%	60,372
Two Bedroom Units					
B1	2 Bed / 2 Bath	1,099	78	25.00%	85,722
B2	2 Bed / 2 Bath	1,194	78	25.00%	92,132
Three Bedroom Units					
C1	3 Bed / 2 Bath	1,436	0	0.00%	0
C2	3 Bed / 2 Bath	0	0	0.00%	0
Totals					
			312	100.00%	218,720

Average Unit Areas

SITE DATA-

Total MF Site Bedroom Count	UNITS	Total Unit %
Studio	0	0.0%
1 BR	156	50.0%
2 BR	156	50.0%
3 BR	0	0.0%
Tot. Rental Units	312	100.0%
Site Area	17.2 Ac.	
Density	18.2 Du/Ac.	

PARKING (MF)	TOTAL
Garages	35
Surface	503
Parking Subtotal	538 (1.72:1 Ratio)



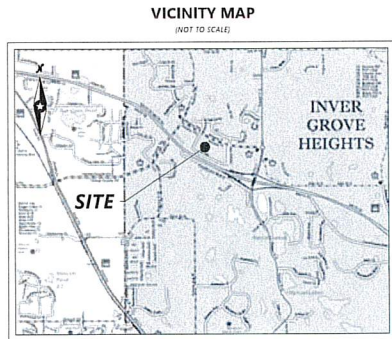
LMC
A Lennar Company

CONCEPT SITE PLAN EMBLEM AT INVER GROVE HEIGHTS

Inver Grove Heights, MN

Date: March 30, 2021

BSB
DESIGN
BSBDESIGN.COM



Outlots C and D, Argenta Hills, according to the recorded plat thereof, Dakota County, Minnesota

This survey was prepared using American Insurance Company Title Commitment Number 100041 21 03307 NM having an effective date of July 29, 2007 at 8:01 A.M.

2. The address of the surveyed property was Xxxxxxxx. (Table A Item 6)

3. Subject property appears to be classified as Zone X (see all minimal flooding) when scaled from Flood Insurance Rate Map Community Parcel Number 20937C0105 issued 10/20/07. (Table A Item 5)

4. Subject property contains 747,456 sq. ft. or 17.06 Acres. (Table A Item 4)

5. No Zoning information is provided by the client. (Table A Item 3)

6. Subject property contains 0 regular parking stalls, 0 handicapped stalls and 0 motorcycle stalls. (Table A Item 3)

7. The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the location of the underground utilities shown is correct or that they are in the area where an encumbrance is obtained. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does endorse them. He is surveyed as accurately as possible from information available to him and he will not be held financially liable if the utility is not located as shown. (State Code Civil Practice Code Section 10-117)

8. Adopted zoning information per Del Norte County GIS Website. (Table A Item 13)

9. Subject property shows nearest intersecting streets of Ampara Trail and Alvarado Avenue. (Table A Item 14)

10. As far as the data of the field work was completed for this survey, there was no observable evidence of current earth moving work, exterior building construction or building additions. (Table A Item 16)

11. As far as the data of the field work was completed for this survey, there was no observable evidence of recent street or sidewalk construction or repairs. (Table A Item 17)

12. As far as the data of the field work was completed for this survey, there was no observable evidence of delinquent infant mortals, the Surveyor is unaware of child labor on subject property. (Table A Item 18)

13. Based on the information contained within title commitment listed above and a physical inspection of the subject property, the surveyor is not aware of any off site easements or servitudes other than those herein. (Table B Item 15)

12. Bearings based on the Del Norte County coordinate system. (NAD 83 1986 Adjustment).

13. Benchmark: HENRY, Metal rod (with removable disk), Invaron BM 815, 0.1 mile south along Truck Highway I from the junction of Truck Highway I and State Highway 55 to Iron Mountain Highway, at Truck Highway, 3 moment ADP, 17.19 feet north of Truck Highway I, 13.7 feet north of Southfork Boulevard, 1.55 feet east of a water-pipe line, Elevation=831.58 (NAD 83)

[illegible]

To: Lennar Multifamily Communities, LLC, IGH Investment, LLC and First American Title Insurance Company:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5(b), 8, 9, 13, 14, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on March 23, 2021.

Date of Plot or Map: 03/31/21

Matthew J. Welinski, PLS
Minnesota license No. 53596
matt.welinski@westwoodpl.com



SHEET NUMBER

1 OF 1

0031116V-ALT01.dwg DATE 03/31/2021

ALTA/NSPS
Land Title Survey

Amana Trail Multi-Family

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 www.westwoodps.com

Westwood Professional Services, Inc.

LMC
Chicago, IL

CHECKED	THC	REVISIONS	
DRAWN	B/J	ADDED ACCESS LABEL	04/06/21
FIELD CREW	JAR		

PREPARED FOR

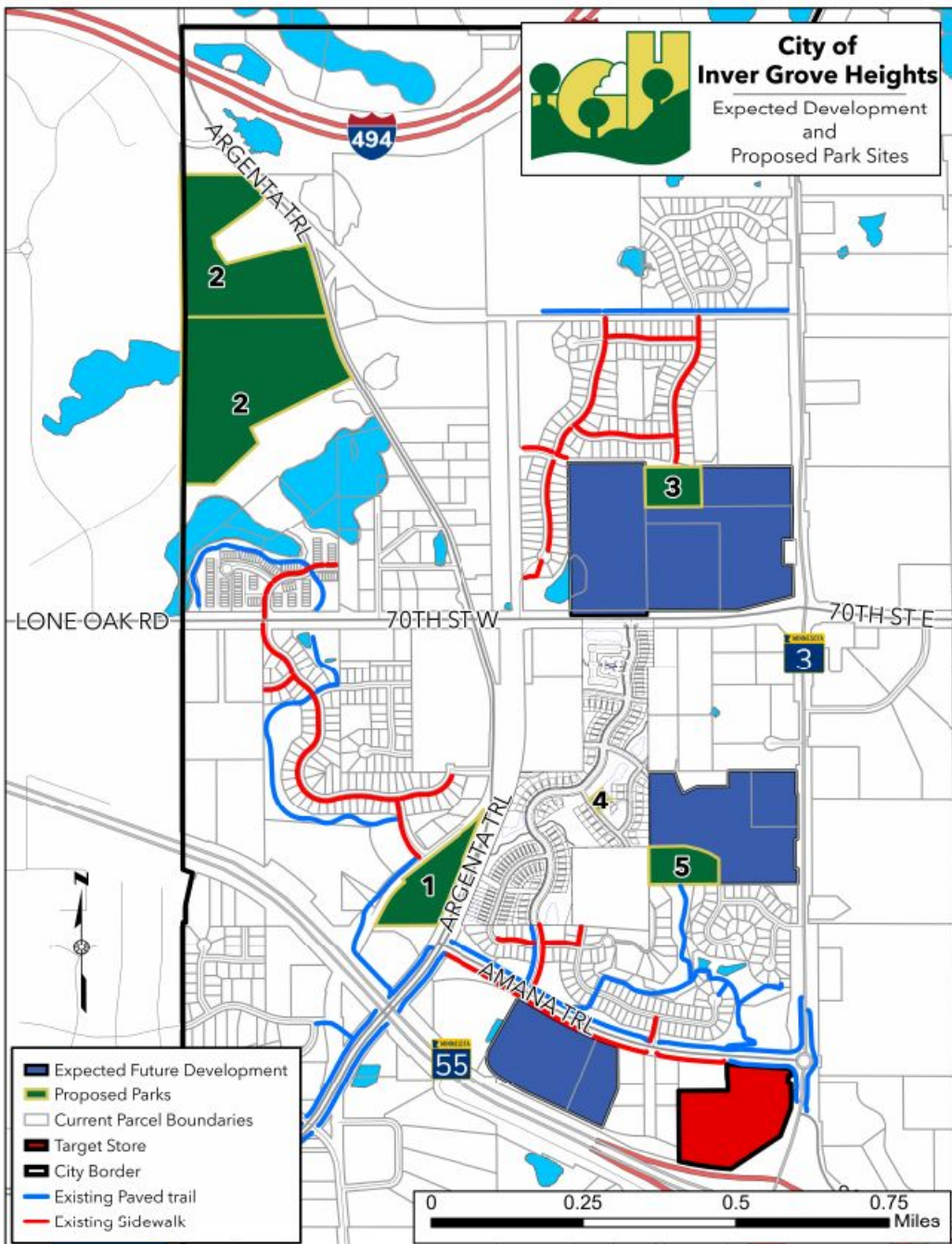
REVISIONS	
ADDED ACCESS LABEL	04/06/21

D:\031116\00\DWG\SURVEY\0031116V-AL TO 1.DWG



City of Inver Grove Heights

Expected Development
and
Proposed Park Sites



From: [Gary Y](#)
To: [Allan Hunting](#)
Subject: Fwd: New Multifamily Project Proposal at Argenta Hills/Big help for main street retailers there
Date: Friday, May 28, 2021 8:20:53 AM

----- Forwarded message -----

From: **Gary Y** <garyye0531@gmail.com>
Date: Fri, May 28, 2021 at 08:00
Subject: New Multifamily Project Proposal at Argenta Hills/Big help for main street retailers there
To: <tbartholomew@invergroveheights.org>

Hello. Dear city council Members my name is Guang Ye. I am the owner of Iwa sushi which locat at 7781 amana trail inver grove heights. Which really closed the Multifamily project. I just want to say that Multifamily project is gona bring us some population in to the city. Also can help us grow up our business. I think that Multifamily project means a lot to us.

Thanks. You have a great day.

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From: [Dan Dixon](#)
To: [Kim Fox](#)
Subject: Lenard Multi Family Communities - Case No. 21-34PA
Date: Monday, May 24, 2021 1:29:11 PM

Kim,

I have done a 180 on the lot across the street from my house. I wanted Commercial but now open to residential.

I just do not want to look at an ugly apartment complex for the rest of my life. By ugly I meant what the last apartment proposal was for the site.

If they can have underground parking that would be nice.

Again, I do not want an ugly building.

Sincerely,

Dan Dixon
7648 Addisen Path
IGH

952-261-8763

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From: [Steven Karye](#)
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#)
Subject: Argenta Outlots Planning Commission
Date: Tuesday, June 08, 2021 9:02:38 AM

Dear Council Member Kim Fox:

I am a resident at 7671 Addisen Path here in Inver Grove Heights. I understand that Lennar desires the lot next to Target to be rezoned from commercial/retail to a residential status in order to build multiple apartment buildings on this land.

I am completely against this rezoning for the following reasons:

<!--[if !supportLists]-->1. <!--[endif]-->If anything is needed on this 17-acre lot, it is a community park. This would be an ideal, centrally located area for all the community to enjoy. We currently do not have any parks for the children to play at, participate in sports (baseball or soccer fields for example), or for adults to enjoy. Given the number of new homes and new apartments already approved within the vicinity, this is desperately needed.

<!--[if !supportLists]-->2. <!--[endif]-->If a park does not seem feasible, then this certainly should be kept to a commercial / retail status so that we do not have to spend our money in Eagan or West St. Paul. A grocery store would be a great addition in my opinion. Target has a limited amount of food staples. This would also add to Inver Grove Heights tax coffers.

<!--[if !supportLists]-->3. <!--[endif]-->If a multiunit apartment complex is built, this would increase traffic to unbearable amounts on Amana Trail. As it stands today, I have had to wait long periods during peak hours just to turn out of our subdivision at the intersection of Amana Trail and Addisen Path. Adding 312 units with approximately 1000+ people will make this a less desirable place to live.

For these reasons listed above, I am against the rezoning and apartment complex. Thank you for taking my comments into consideration.

Sincerely,

Steven Karye

Karyecv60@yahoo.com

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From: [peter klucas](#)
To: [Kim Fox](#)
Subject: Argenta Hills - Lenar
Date: Friday, May 28, 2021 7:47:49 AM

Hi Kim,

I am completely lost on the continued lack of creativity for the planning of Inver Grove Heights.

We are always going to be second place to Eagan if you continue to build empty warehouse space, retirement communities, storage buildings and apartment buildings. You are suggesting to take an area with nicer homes that pay the highest taxes in the city and block them with lower quality constructed apartments. The city needs parks, rec space, baseball fields, pools, more shopping, restaurants, etc. Use your talents to be more creative for the long term success of IVH and not the immediate urge to fill all empty land with a building.

Thanks,

Peter Klucas

Sent from my iPhone

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From: [Stephen McCourtney](#)
To: [Brenda Dietrich](#); [Allan Hunting](#); [Rosemary Piekarski-Krech](#); [John Murphy](#); [Sue Gliva](#); [Rebecca Kiernan](#); [Kim Fox](#); [annette.maggi@yahoo.com](#); [Heather Rand](#)
Subject: Proposed LMC/Lennar Multifamily Development
Date: Wednesday, June 02, 2021 12:41:36 PM
Attachments: [PastedGraphic-2.png](#)

Dear Inver Grove Heights City Council/Planning Commission, et al,

I am writing this email in support of the LCM/Lennar multifamily proposal currently under review. I feel strongly that the proposed multifamily development would be a benefit not only to our practice revenue and location sustainability but to our employees as well. McKeever Dermatology has been located at 7781 Amana Trail for seven years with most of them being the only tenant on the block.

The additional multifamily homes would benefit our practice. While we are a specialty clinic receiving much of our business through referrals there is a portion of our revenue generated by name recognition, word of mouth, and signage at our clinics. This development could help provide the needed traffic to allow for required future revenue growth in this area as well as enhancing our branding.

This development will benefit our employees. With the additional development we would anticipate more tenants in our area which would greatly enhance the experience of our employees. Currently the dining options are severely limited and there is little opportunity for our employees to run any errands as there is no shopping nearby besides Target. In addition, there is really no access to trails, etc that our employees can take advantage of during their breaks.

McKeever Dermatology Clinics fully supports this proposal and I hope you take this into consideration during your deliberations.

Regards,

Stephen G McCourtney
Stephen G McCourtney
Business Director



McKeever Dermatology Clinics
Eden Prairie Clinic: 952-946-0035
Inver Grove Heights Clinic: 651-501-4920
Direct: 612-418-0370

<http://mckeevvetderm.com> 

From: [Samantha Fitzgerald](#)
To: [Kim Fox](#); [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); rpiekarskikech@ighmn.gov
Subject: Opposition to Lennar Agenda Item (6/15/21)
Date: Thursday, June 10, 2021 8:41:09 AM

Ms. Fox, please forward to Planning Commission members.

Hello,

I am writing to express my strong opposition to the agenda item of Lennar Multi Family Communities request to change to high density zoning. Lennar has been in touch with the community and we do appreciate that. However, the neighborhood virtual meeting on 6/7/21 left more questions for the 20+ residents who were on that call and no one was in support of this project.

You are aware that we had similar conversations back in late 2017 and I can assure you **that our community is even more strongly opposed to this change now, 3 years later.** In fact, with all of the developments either approved by your Commission/City or pending, it would be absolutely ridiculous to push forward another high density residential project in this area.

LAND USE OBJECTIONS

First off, none of the residents built or purchased these homes with the thought that this lot would be high density apartments, it was going to be commercial/retail. The bait and switch aspect of this is incredibly frustrating, **high density land use is a much different reality versus retail** and many of us would not have built/purchased if this was the case. I understand things change, but the Comp plan called for HDR in many places, but not here. HDR is not an appropriate land use for this 17 acre lot.

By our count, there are over 2,200 new rental or to-purchase projects in the works since we met in 2018 within 3 square miles. These range from 1 bedroom apartments to large, 5+ bedroom houses. These will bring in **thousands upon thousands** of new residents into the area.

In fact, if the City feels they need to continue building out residential, there are a lot of

areas called out in the Comprehensive plan and already zoned for high density land use. Those are where these type of projects should be:

- “Robert Street and 70th Street West: The Comprehensive Plan designates the area at the intersection of South Robert Trail and 70th Street West as mixed use. The vision for this area is to establish a neighborhood hub that integrates higher density residential uses with neighborhood commercial services.”

(I believe the large, 40 acre Watermark project which is currently being constructed fits this description)

- “Concord Blvd Higher density residential uses should be supported not only as a means to redevelopment but as a means of intensifying the corridor to support commercial uses, provide a labor force and take advantage of public improvements such as Heritage Park.”
- “494 Interchange area could support high density”

The plan states that higher density housing opportunities around "transit stops provide opportunities for more sustainable life styles that are less dependent on the automobile." There are NO transit stops anywhere near this proposed project. This will not attract the residents that the developer is promising us and the City.

KEEPING THIS AREA FOR RETAIL

Where does nearly all of the sales tax revenue from NW quadrant residents go? I can guarantee you Eagan or West St. Paul. In fact previously that was a concern called out by this Commission "... concerned about giving up this regional commercial area, as in his opinion this was the best location in the City for that." This small remaining zoned retail area needs to be kept that way for future revenue and residents/community and it is exactly why the City Council voted against this zoning change in 2018. Here are some notes from that meeting:

1. Councilmember Bartholomew stated the one thing that troubles him is that we are asked to consider a change. The change is needed because of presentation by the equity owner. In order for us to consider the change, we need to consider the dynamics that have changed in the area. The changes have been the improvement to Argenta, the improvement coming to 70th Street, and the things that are happening on the Eagan side. With those dynamics he doesn't see the great rush to change this. He believes it should sit still for a while and give time for the improvements to come to fruition and see if in fact we get some velocity and interest in this property. He stated the Council heard earlier today during their Comp plan update, and were cautioned to preserve our retail space as much as we can. Bartholomew stated he chose to deny because he wishes to preserve our B4 base in this area and see the new dynamics of the area play out and make sure that we preserve all of the opportunity for that retail area. Councilmember Bartholomew responded the new alignment of Argenta Trail, the increase in traffic with the upgrade to 70th Street, the commercial development related to the Vikings to the west in Eagan, and the connection of

494 to Argenta.

2. Councilmember Piekarski Krech stated they told the people in that area that it would be retail. She feels we shouldn't give away our retail right now until we know what is going to happen with developments in the communities around us. She stated they do have areas in the northwest area zoned for multi-family or apartments. stated she didn't feel the comprehensive plan change is appropriate at this time. She felt we needed to give more time for the opportunity for some of the development to take place in the area. She stated we need to find out what is going to happen with the Vikings development and how that affects Inver Grove. She feels that an apartment building at this corner does not fit with Inver Grove. She also agreed with what everyone else on the Council said as well. Attorney Kuntz wanted to verify that the reason for denial is that it is not appropriate at this time and you believe more opportunity should be given for development for retail development to occur. He questioned when you stated it was "not a good fit", do you feel it isn't a good fit for this location? Councilmember Piekarski Krech responded when she said that it wasn't a good fit was because she believes people will just drive to Eagan down on Yankee Doodle instead of going to any Inver Grove Heights places. She also added that she does eat at the Sushi restaurant over there and Dr. McKeever has been here vet for over 30 years.

If anything these arguments discussed in 2018 are even more evident today. With all the new residential going in within 3 square miles, this land use should be preserved for retail/commercial or mixed use.

LACK OF COMMUNITY FIT

These relatively new "Emblem" projects by LMC are not a good fit for this community. These garden style, "plop and place" communities may work in the South where they currently have only 2-3 of these projects, but they do not fit this area of Inver Grove and frankly, the lack of attached parking, the upper Midwest. They only started doing these type of communities a year ago and frankly, I don't want our City to be a test subject that ends up not succeeding. These are not class A, market rate apartments, they are geared to maximize profits with no concern for the surrounding neighborhoods.

I could continue this letter for another several pages, however, I will end with...

I strongly ask you to vote against the zone change, or at the very least, table this discussion until

- 1) Lennar finishes their traffic study taking in account all of the upcoming residential projects in the area
- 2) Lennar answers many outstanding questions from the residents from the 6/7/21 meeting, including coming back with a new plan that actually fits the community at large and providing site plans for other Emblem projects.
- 3) The City conducts another density study based on all the newly approved projects in the area.

Yet again, we can do better for this lot of land, this neighborhood and for the City of Inver Grove Heights. Thank you for your consideration.

Samantha

7668 Addisen Path

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From: [Meghan Untiedt](#)
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); jmruphy@ighmn.gov; rpiekarskikech@ighmn.gov
Subject: Argenta Outlots - Planning Commission
Date: Wednesday, June 09, 2021 4:01:30 PM

Hello,

I am writing to voice my opposition to the re-zoning of the Argenta outlots. I attended the neighborhood meeting with the developer on Monday, June 7th to learn more of Lennar's plans regarding this project and I DO NOT support a decision that would lead to the rezoning of these lots as high density residential.

My husband and I purchased our home knowing that this lot was zoned commercial, as did many, many other families in our neighborhood. The significant increase in residential properties and development paired with the lack of green space and community space in the Northwest quadrant of Inver Grove is very concerning. The proposed addition of high density apartments to this area has intensified our concerns. Our population has grown substantially in the last several years with hundreds of new rental apartments, townhomes, and single family home ownership opportunities becoming available since 2018. This indicates that high density residential properties are not a reflection of what this area needs. With limited green space, few walking trails, 45 mph roads, and crosswalks that are overlooked by so many drivers, 13 new apartment buildings are not well suited for this lot.

Thank you for your time and for your consideration in not re-zoning the Amana Trail lot.

Meghan Untiedt
heidmaml@gmail.com

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From: [Yogeeta Gajway](#)
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); rpiekarskitech@ighmn.gov
Subject: Opposition to rezone
Date: Tuesday, June 08, 2021 10:49:50 AM

Hello Kim Fox,

I am sending this email regarding to Argenta Outlots, Planning Commission. I and my family are totally in opposition to rezoning of the Amana Trail Lot to high density apartments.

We have been hoping of getting a children's park to be constructed in that lot, instead 13 buildings and a clubhouse are planned which is totally crushing our one and only hope of having a park there.

We have been using this as walking trail, running track, bike riding path for our children. Basically this lot has become a very important part of our lives as we don't have any other green space or walking trails in our neighborhood. This lot has played an important role in keeping us healthy physically and mentally too.

If this plan is implemented we will lose our privacy, it will feel so crowded and will be a very high traffic area which is not safe at all for our kids to cross the roads and ride bikes freely, the air pollution will increase, also we will not feel the neighborhood as a quiet, peaceful and safe place to live anymore.

Please consider re-thinking on this project. It will meant a lot to us.

Thanks and Regards,
Yogeeta.

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From: [Hill, Darcie](#)
To: [Kim Fox](#); [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); [Rosemary Piekarski-Krech](#)
Cc: [Joe Hill](#)
Subject: FW: Argenta Neighborhood
Date: Friday, June 11, 2021 9:31:16 AM
Attachments: [image003.png](#)
[image004.png](#)

All,

My husband and I, along with many others in our neighborhood and throughout Inver Grove Heights, do not support the rezone of the Argenta Outlots. When we purchased our home we bought it knowing that that vacant lot across the road would eventually be commercial or retail stores. We did not buy our house with any thoughts of high density residential property being constructed, had that been in the plans we would have looked else ware. Now that even more housing is going up in the area I would think this would be a great opportunity for IGH to bring in businesses to help with the IGH economy. Again, please do not rezone the Argenta Outlets.

Separate argument below on parks, although this is not necessarily in relation to the commercial space. I do however question when IGH doesn't even have enough recreation space to support its current residence, why we keep looking at adding more residential space, especially high density residential. What is going to drive people to want to live in these apartments? Sure they will be shinny and new at first but there are many other shinny and new buildings with actual retail stores and restaurants in walking distance, what will keep them here? I know I'm sure second guessing why we are staying here. People have been begging for IGH to be more than just a 'bedroom community' for years, but no one seems to listen.

Thank you,

Darcie R Hill | Accounting Manager | Regis Corporation

3701 Wayzata Blvd. | Suite 500 | Minneapolis, MN 55439 | Office: (952) 947-7322 | Cell: (612) 616-9792



From: Hill, Darcie
Sent: Sunday, April 25, 2021 8:06 AM
To: joyanagi@ighmn.gov; hrend@ighmn.gov
Subject: Argenta Neighborhood

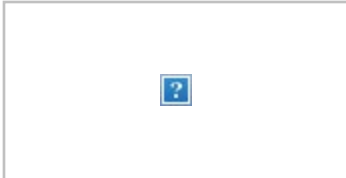
Good morning, I am looking at the plans for the NWA Parks and Future Development. These parks have been promised to us since we moved into the neighborhood almost 6 years ago but all it seems to be is empty promises. We came from a norther suburb where we had two large parks within walking distance, our kids have wonderful memories of the parks and would beg to go to the parks every day. They made friends at the parks, we met neighbors we would not have otherwise met, we

loved the parks. Sadly, our children are outgrowing the park years and I would hate to see this happen to other families. I see a couple of parks in the plan on the North East corner of Argental and Hwy 55. When will these parks be developed? What needs to be done to get started on these parks? How can we help to make sure these parks don't yet again get swallowed up by developers. Please hear our cries, WE WANT PARKS!!!

Thank you,

Darcie R Hill | Accounting Manager | Regis Corporation

3701 Wayzata Blvd. | Suite 500 | Minneapolis, MN 55439 | Office: (952) 947-7322 | Cell: (612) 616-9792



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Robert G. Wise Charles R. Hexum
Vice President Senior Associate

CBRE, Inc.

1900 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402

Rob.Wise@cbre.com
Charlie.Hexum@cbre.com
www.cbre.com

To whom it may concern:

CBRE represents McGough for the retail sales and leasing at Argenta Hills Shopping Center. Recently, just prior to the Covid-19 pandemic impact, we leased space to the U.S. Armed Services and sold a building to Oye Spa. There are still several vacant retail suites along Main Street, two retail pad sites for Main Street development, and 17 acres of junior box retail available (plus the outlot development opportunities available on the Target parcel – we do not represent Target for those opportunities).

Through our work on this project and overall portfolio, which consists of 3.5 million +/- square feet of retail throughout the Twin Cities and outstate Minnesota, we connect and transact daily with retailers, dining operators, and service providers – local, regional, and national, corporate and franchise operators, new to the market and established concepts. Though prospects make individual decisions to drive their ultimate location selection, we receive various forms of one consistent objection from initial prospects at Argenta Hills (who ultimately choose to locate elsewhere):

“There is not enough residential density in the area to support our business.”

We fully support the proposed land use change from retail to multi-family housing for the 17 acres at Argenta Hills. This is an attractive alternative for two reasons:

- There is no current or foreseeable-future demand for junior box retail in this location. The retail landscape has changed drastically since Argenta Hills was originally developed. In 2007, Amazon had annual revenues of \$15B versus nearly \$400B in 2020!
- Adding 300 new households to the neighborhood will drive more business to Target and the existing Main Street retailers. It will also lead to more interest from prospective dining operators, retailers and service providers that would bring exciting new concepts to the available outlots and Main Street retail.

We have experienced the retail & dining success that follows the introduction of new housing at other sites around the metro. We believe that formula would play out at Argenta Hills as well!

We encourage the City of Inver Grove Heights to take the steps necessary to facilitate this transformation at Argenta Hills and believe it will be an enhancement for the community.

Sincerely,



Robert G. Wise
Vice President
Direct: 612-336-4274
Email: Rob.wise@cbre.com



Charles R. Hexum
Senior Associate
Direct: 612-336-4275
Email: Charlie.hexum@cbre.com

From: [Heather Rand](#)
To: [Kim Fox](#); [Allan Hunting](#)
Subject: FW: Lennar Project Support
Date: Tuesday, May 25, 2021 11:30:19 AM
Attachments: [image001.jpg](#)

From: Emily Kelly <ekelly@idealcu.com>
Sent: Tuesday, May 25, 2021 8:09 AM
To: Heather Rand <hrand@ighmn.gov>
Cc: 'andy.mcintosh@mcgough.com' <andy.mcintosh@mcgough.com>; Scott Sonnek <SSonnek@idealcu.com>
Subject: Lennar Project Support

To whom it may concern:

Ideal Credit Union is a business and property owner in the Argenta Hills Shopping Center. The business was part of the original development and has served the Inver Grove Heights community for over a decade.

We support the proposed application to change the land use for the vacant outlots in Argenta Hills from retail to multifamily. We have witnessed for many years the attempts by McGough and their listing teams to attract additional retail uses to those sites to no avail. Ideal believes that the proposed Lennar community would add more households to the neighborhood – and hopefully more customers for Ideal and the other businesses in Argenta Hills! This would be a good addition to the community.

We ask the City of Inver Grove Heights to support this proposed project.

Please feel free to contact me with any questions.

Sincerely,

Emily Kelly

Senior Vice President of Human Resources and Administration
Ideal Credit Union

ekelly@idealcu.com

www.idealcu.com

8499 Tamarack Road

Woodbury, MN 55125

Direct (651) 747-8916 | Fax (651) 747-1716

[Ideal email footer - star tribune workplaces \(003\)](#)



No Equity Home Improvement Loan

Ideal Credit Union's No Equity Home Improvement Loan is perfect for homeowners who need quick funds for renovations or new appliances but don't have equity in their

home to work with.

- Larger projects: new driveway, kitchen, bathroom, deck, or gazebo
- New appliances: furnace, air conditioner, washer/dryer, refrigerator, etc.
- New carpeting or flooring
- Materials such as paint, wood, drywall and more

Visit www.idealcu.com/loans-and-credit/home-improvement-loan to learn more.



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Heather Rand | Community Development Director

Tel: 651-450-2546

City of Inver Grove Heights | 8150 Barbara Avenue | Inver Grove Heights | Minnesota | 55077

hrand@ighmn.gov | www.ighmn.gov

From: [Srihari Raju](#)
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); [Rosemary Piekarski-Krech](#)
Subject: Rezone for Lennar apartments
Date: Friday, June 11, 2021 6:24:37 AM

Hi,

I live in the Argenta neighborhood with my wife and 2 children. I am against this rezone for multifamily apartments. Currently there are no retail spaces designated for the NW quadrant. Also, there are no current developed parks or community spaces within several square miles of our neighborhood. I have 2 young children less than the age of 5, and have no park to walk to. This was a very important thing when we bought in the area that one would be developed. When we built/purchased these houses we bought them with the assumption of commercial/retail NOT high density residential.

There are thousands of residential units going up within walking distance of this lot, what IGH needs is more community/park/retail, not residential. There are already 13 high density market rate apartments do NOT fit the neighborhood. The roads are not made to maintain 310+ apartments. Also, in the current proposal there are no community spaces in this apartment complex, no open space, no walking trails. Renters will be forced to utilize our neighborhoods limited walking paths/open spaces. We had this same argument as a neighborhood in 2018, current City Council members opposed for the same reasons we are opposing now. Also there have been over 2,200 rental and new mix of single family, apartments, townhomes, rental and owning opportunities since 2018.

I am very opposed to this rezone to build these apartments. The priority needs to be development with community space, retail, and most importantly a walkable park for this neighborhood.

Thank you,
Srihari Raju

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Kim Fox

From: Katie pluff <katie.pluff@hotmail.com>
Sent: Friday, June 11, 2021 11:29 AM
To: Kim Fox; tbartholomew@invergroveheights.com; Brenda Dietrich; Sue Gliva; John Murphy; rpierkarskichek@ighmn.gov
Subject: Opposition to Lennar High Density Proposal Argenta Hills

Hi Kim,

Could you also share with planning commission prior to the Tuesday meeting?

Thank you!

Hello,

My name is Katie Pluff and I live at 7670 Addisen Path. My house is directly across the street from the proposed re-zone in Argenta Hills and I am strongly against it.

This potential reclassification to high density is not compatible with the surrounding neighborhood. Thousands of new single family, apartments, townhomes, rentals and senior living are either being built or will be built within 3 miles of our neighborhood since we last disputed the rezoning of these lots from retail to high density residential in 2018. This includes 1,000 apartments in Vikings Lakes which will feature a club house, spa, pools, bowling alley and golf simulator in the complex. These are a direct competitor to the proposed development and will drive down the value of the apartments and in turn the surrounding properties. Many of us feel strongly that this area is best suited for retail and/or community space as nearly all the land in the NW quadrant is being developed, or is being proposed, residential. There is even more reason to hold this area for community/retail with the influx of thousands of more residents.

As you know, parks are still an issue in this area and yes, we have been told multiple times that the city won't use this land for a park because it won't make money off of it (I know you know this but there is still no land for a park for us). I hope we can get creative and look at some of the mixed use spaces in surrounding suburbs and find something similar that works for IGH.

For example:

- The [Village in Mendota Heights](#). "Classic architectural design artfully integrated into a park-like landscape featuring fountains, natural rock, indigenous plantings and trails. The Village is a place where people who live and work nearby meet friends to shop, have coffee, workout, enjoy dinner with a glass of wine or an outdoor concert at Market Square."
- A version of [Centennial Lakes Park in Edina](#) "Ten acres offer lots of space for a variety of activities, and at Centennial Lakes we make the most of it!"
- Possibly [The Shoppes at Arbor Lake in Maple Grove](#) "Stroll, shop, dine and relax along paths of rich landscaping and seasonal blooms. Our collection of national stores and one-of-a-kind boutiques, fine restaurants and casual eateries has everything extraordinary for you, your home and all your favorite people"

I have recently heard the developer refer to the retail area as main street. I wish it was a main street, but a few store fronts facing the wrong way don't make a main street. A place for the community to gather, shop, play, and eat together does. We have nothing to draw people to that area to shop and spend their money in IGH which drives a lot of residents to Eagan and West St. Paul. Why is a unique attractive retail and community space not being discussed as option to drive spending and city pride for IGH?

I'm on a local IGH Facebook page and somebody asked for a recommendation on beach in IGH to bring their kids to. A number of beaches were recommended around the Twin Cities as were other fun places to take your kids such as [Harmon Park in West St. Paul](#), [Madison's Place](#) in Woodbury and the [Lorraine Park splash pool in South St. Paul](#), nothing in IGH. In that same post someone starting discussing the new rental luxury Townhomes off of 70th and they stated that all of their business will go to Eagan, implying we have nowhere on this end of IGH for them to shop nearby.

Either way, this proposed apartment complex is not a fit. It's a total of 21 building, no heated parking or ramps, no green space, no walking trails, and way too many people to move into this area. A rezone would be the epitome of a money grab in the form of a short term decision that will have a negative impact on the long term vision for this section of IGH. I'm asking you to please vote "no" against the re-zone and change to the comprehensive plan. I'm hoping we can find a solution that works for the McGough and is in the best interest of the residents of this community and greater Inver Grove Heights.

Thank you,

Katie Pluff

Sent from my iPhone

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From: zstenstad@gmail.com
To: [Kim Fox](#)
Subject: Fwd: Opposition to Lennar
Date: Sunday, June 13, 2021 8:12:01 PM

Begin forwarded message:

From: zstenstad@gmail.com
Date: June 13, 2021 at 8:10:27 PM CDT
To: kfox@ighmn.gov, tbartholomew@ighmn.gov, jmurphy@ighmn.gov, sgliva@ighmn.gov, rpierkarkikrech@ighmn.gov, bdietrich@ighmn.gov
Subject: **Opposition to Lennar**

Please send to Planning Commission.

I am writing to express my extreme opposition to the request of rezoning of the Argenta Outlots by Lennar.

I am a relatively new Inver Grove resident, purchasing my home in 2020. I was hopeful that the area by Target could be my retail destination and knew that was the plan based on the Comprehensive Plan. It is extremely unfortunate that the City would be so short sighted to even think to rezone another property in that area for residential. Let the current residential projects get built and reassess.

Please vote no on the rezone, our City deserves better.

Thanks,

Zach
2525 76th Street E
Inver Grove

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From: [Jared Asay](#)
To: [Kim Fox](#); [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); [Rosemary Piekarski-Krech](#)
Cc: [Wifey Asay](#)
Subject: Stop the Amanda Trail Rezone to Residential
Date: Sunday, June 13, 2021 11:51:20 PM

Dear Inver Grove Heights Officials,

In 2017, my family moved into the Robert Thomas neighborhood (Addisen Path) of Argenta Hills across the street from Target and the lot that Lennar is now requesting a rezone to high density residential.

One of the biggest attractions to purchasing a home here was the potential of commercial development in the open Amanda Trail lot to complement Target and the other business that are here today.

There is no shortage of residential projects going up everywhere around us but there is a major shortage of commercial that would help anchor this community, support its continued growth, and create more opportunities for IGH residents to spend more money at IGH business rather than taking their money to Eagan, W St Paul, and elsewhere.

Dont let this beautiful Argenta Hills community become a parking lot for neighboring city businesses. There is so much potential for businesses to thrive right here in Argenta Hills!

Please do the right thing and protect the commercial growth opportunity in this up and coming area of IGH. Thank you!

Jared Asay
(507) 261-9648
asay.jared@gmail.com

Jared Asay
(507) 261-9648
asay.jared@gmail.com

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From: [Vijayan Bakthavachalu](#)
To: [Kim Fox](#)
Subject: Reference Argenta Outlots Planning
Date: Sunday, June 13, 2021 11:08:11 AM

I am single family resident in Argenta hill community. I don't support the rezone of the Argenta Outlots. Please do the needful.

Thanks
VJ

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From: [Jackie Doyle](#)
To: [Brenda Dietrich](#); [John Murphy](#); [Kim Fox](#); [Rosemary Piekarski-Krech](#); [Sue Gliva](#); [Tom Bartholomew](#)
Subject: I do NOT support the rezone of Argenta Outlots
Date: Friday, June 11, 2021 1:52:47 PM

Hello Kim,

I am a resident at 7685 Addisen Path, IGH. My husband and I chose to build our home here in 2013 because of 1. the location, and 2. the promises for what was to come for our neighborhood and the surrounding area. We were looking forward to the promise of a park for our family and a retail development to shop at across the street.

Now come present day, 2021, here we are again....seeing the complete disregard the City has for community and retail space as we are hearing about ANOTHER apartment complex being proposed for the city of Inver Grove Heights. There are over 2,200 rental/single family/apartments/townhomes/etc. that have gone up around us since just 2018! I don't understand why we are even talking about more apartments when with that many living spaces added already why would you not want retail HERE in Inver Grove Heights to draw people in vs send them out to shop in Eagan like we do now.

Also, the community space / park situation that gets completely ignored can't be ignored any longer. We've had entire neighborhoods go up all around us in our past 8 years here and still NONE of us have any community space? Right there is another reason we drive to Eagan and that's just to just enjoy a simple park with our family.

The above reasons are why I am opposed to the rezone of Argenta Outlots for apartments. Please take our words into consideration and start getting creative with that lot. I think it's time we start trying to DRAW people here, there's plenty of living space all around us already so let's give them a reason to stay and play in IGH.

Thank you,
Jackie Doyle
651.434.5143

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From: [BE E](#)
To: [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); rpiekarskitech@ughmn.gov
Cc: [Kim Fox](#); [Heather Rand](#)
Subject: Stop the Rezone: Amana Trail Lot
Date: Sunday, June 13, 2021 7:12:11 PM
Attachments: [Cafe-RetailRendering66-33.png](#)

Good Afternoon,

Please forward to Planning Commission members.

I am writing to express my strong opposition to the agenda item of Lennar MultiFamily Communities request to change to high density zoning.

Main objections to rezoning the land to high density:

- 1) Over 2,200 rental and new mix of single family, apartments, townhomes, rental and owning opportunities since 2018. Ranging from studios to 5+ bedroom homes.
- 2) There are no parks or community spaces within several square miles of our neighborhood. In the proposed apartment complex, there is no open space nor walking trails. Renters will be forced to utilize our neighborhoods' limited walking paths/open spaces since there is still NO park.
- 2) We had the same argument as a neighborhood in 2018. At that time, current City Council members opposed for the same reasons we are opposing now, which was agreement to allow the new dynamics to play out with the realignment of Argenta, changes at 70th Street, the Viking development in Eagan and the potential future connection of 494 to Argenta.
- 3) There will be thousands of new residents within walking distance of this lot including the Viking Lakes development nearby, what IGH needs is more community/park/retail, NOT high density residential. A retail area with shops and restaurants or delis, is exactly what IGH needs in this designated space. See attached picture from the Vikings Lake development. A similar layout would cater to the residents of IGH and would benefit from the overflow of residents and visitors from Vikings Lake.
- 4) Lastly, when our neighborhood bought/purchased their homes, we all bought them with the assumption of commercial/retail NOT high density residential. My family would have never purchased in this area if we knew apartments were going to be built versus walkability to retail shops and potential restaurants. As it is today, we take our money elsewhere (Eagan), which would change if we had access to retail spaces.

I strongly ask you to vote against the zone change, or at the very least, table this discussion until the following:

- Lennar finishes the traffic study taking in account all of the upcoming residential projects in the NW quadrant.
- The City conducts another density study based on all the newly approved projects in

the area.

Thank you for your consideration.

Brooke Epperly

7664 Addisen Path

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From: [Devendra Gajway](#)
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); rpiekarskikech@ighmn.gov
Subject: We do not support the rezone of the Argenta Out-lots
Date: Friday, June 11, 2021 2:16:09 PM

Hello Kim,

Good afternoon! I hope you are doing well today.

We do not support the rezone of the Argenta Out-lots, I might be repeating the sample points below with neighbors.

- ❖ There are no retail spaces designated for the NW quadrant. IGH Residents take their money elsewhere (Eagan/West St. Paul)
- ❖ There are no current developed parks or community spaces within several square miles of our neighborhood.
- ❖ When we built/purchased these houses we bought them with the assumption of commercial/retail NOT high density residential
- ❖ There are thousands of residential units going up within walking distance of this lot, what IGH needs is more community/park/retail, not residential.
- ❖ 13 high density market rate apartments do NOT fit the neighborhood.
- ❖ The roads are not made to maintain 310+ apartments.
- ❖ There are no community spaces in this apartment complex, no open space, no walking trails. Renters will be forced to utilize our neighborhoods' limited walking paths/open spaces.
- ❖ We had this same argument as a neighborhood in 2018, current City Council members opposed for the same reasons we are opposing now. From City Council Minutes denied to "to allow the new dynamics to play out with the realignment of Argenta, changes at 70th Street, the Vikings development in Eagan, and the possible future connection of 494 to Argenta.
- ❖ In any case there is even more reason to hold this area for community/retail with the influx of thousands of more residents since 2018 and more coming.
- ❖ Over 2,200 rental and new mix of single family, apartments, townhomes, rental and owning opportunities since 2018. Ranging from studios to 5 bedroom homes.

Happy Friday and enjoy the weekend.

Thanks and Regards

Dev

+1 678 860 6593

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From: [Heather](#)
To: [Kim Fox](#)
Cc: [Bill Thornton](#)
Subject: Proposed Lennar Development near Amana & Argenta Trail
Date: Sunday, June 13, 2021 8:43:15 AM
Attachments: [image.png](#)
[image.png](#)

Dear Planning Council -

It's safe to say we're undergoing a housing boom in the NW quadrant of Inver Grove Heights. I'm not surprised to see the interest in the area, given our beautiful green spaces and fantastic location! That said, I'm concerned about the rezoning request coming to you from Lennar for the land immediately west of Target. My husband and I are residents of the neighborhood immediately north of the proposed Lennar development area.

I'm a former Project Manager with 20+ years of experience. If there's one thing I learned throughout my business years, it's to follow the data and create and implement robust plans. Our city has one of those in our Comprehensive Plan (all 282 pages of it!) which was finalized in late 2019.

Below is taken from Inver Grove Heights' current 2040 Comp plan, page 64. As you're aware, Lennar is interested in part of the red area adjacent to Target. I'd like to call your attention for a moment to the land immediately *north* of our neighborhood. In the *previous* version of the city's comprehensive plan (shown on the right), this land was a mix of light brown (residential) and pink (commercial). In the current plan (shown on the left), this land has changed to orange (residential) and red/gray stripe (mixed use), resulting in quite a bit less of the commercial designation. The red area with Target stayed the same.

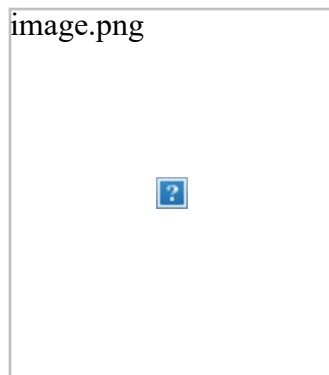
image.png



Why would the plan change one area and not the other? Especially when developers went before the city council *before* this comprehensive plan was updated, to ask for the land to be rezoned as residential? I can only speculate based on reading the relevant parts of our city's plan. Part of the city's informed vision is to maintain a "well-balanced tax base" and according to the Thrive MSP 2020 Suburban Edge Policy for our area, "to preserve and

support areas for employment." Combining the desire for a balanced city with the knowledge that Argenta Trail is almost certainly going to be enlarged to 2 lanes in each direction, I imagine the committee still recognized the need for commercial space along that corridor.

Elsewhere in the plan, it's projected that by 2040, Argenta Trail will carry 30k cars/day (and Amana Trail, 14k/day). For reference, as of 2019 Amana Trail hosts 3,650 cars/day, so those projections mean Amana's traffic will increase nearly fourfold. Our neighborhood has not only met with Lennar, but another developer who is interested in creating mixed residential space north of our neighborhood and along Argenta Trail. Presently, there's an estimated 4 lane street drawn parallel and to the north of Amana Trail (shown below in mustard yellow), connecting Robert and Argenta. The long term traffic plan would need to be updated. Would Amana need to be expanded to be 4 lanes? If both proposals move forward, the Lennar development would then potentially have 313 family units boxed in, with Target to the east, 55 to the south, future 4 lane divided Argenta on the west and a possible 4 lane divided Amana on the north. It's essentially a busy road concrete apartment island. (Hey, what a perfect spot for commercial property!)



Lastly, and I know some of my neighbors will comment on this, but with the future expansion of Argenta, the planned park immediately *west* of Argenta quickly becomes infeasible for our neighborhood to safely use. The corner of Argenta and 55 has THE highest count of crashes in the city (from 2011-2015). It's barely safe to cross Argenta today. Again, imagine both neighborhoods are approved and there's no walking trail, no park for the kids from hundreds (a thousand?) couples and families to safely congregate and play in. I understand the development north of us is working to include a small park, and the Lennar development will include a private clubhouse and private dog park - but no mention of a playground or walking trails in the Lennar iteration we saw. It's simply not acceptable for this many families.

As I mentioned earlier, I was a Project Manager. I also understand plans need to flex with demand, but when you take something out of a plan, you usually need to fit it in elsewhere. I'm very concerned if we lose this designated commercial space, we'll not get it back elsewhere in IGH. When Argenta Trail is widened and traffic increases as expected, we'll have lost a tremendous opportunity to maintain a well balanced tax base, and to have that land used for what would be best for the surrounded-by-busy-roads concrete island: commercial development.

Thank you for your time - I would have preferred to be there in person, but we are unavailable to call in.

Heather Thornton
7621 Addisen Path

(also representing spouse Bill Thornton)

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From: [Peter Hodges](#)
To: [Kim Fox](#)
Subject: No to to the rezone...
Date: Tuesday, June 15, 2021 8:06:52 AM

We don't need the rezone of the Argenta outlots!!!

There's plenty of high-density housing proposed, gives us some SPACE!!

--

Best Regards,

Peter Hodges
612-840-7399
[Walls & Doors](#)

"Life's too short for boring walls & mundane doors"
- Me

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From: [Jince Joseph](#)
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); rpiekarskikech@ighmn.gov
Subject: Stop Rezone: Argenta Trail outlets
Date: Sunday, June 13, 2021 10:21:13 AM

Dear Kim & Team,

Hope you are doing well.

We Jince Joseph & Babitha Thomas, resident and homeowners of 7674 Addisen Ct, Inver Grove Heights, MN 55077. We are writing this email to express our concerns regarding the latest public hearing for the rezone of Argenta trail lot to high density apartments.

We don't support the rezone of the Argenta outlots due to the following reasons.

- Since we purchased the home, there were thousands of residential units built around the neighbourhood but not a single retail space. We are frequently travelling to Eagan or west st.paul for most of our shopping needs.
- There is no park or play area near our home. Since we have a limited backyard and increased traffic, it is difficult for our kids.
- In our community, we have limited walking trails/open spaces and adding 13 high density market rate apartments with ~1000 for people, makes things worse.

We humbly request you all to reconsider the rezone efforts with Argenta trail lot.

Thank you!

Jince & Babita

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From: [Marcy Kottas](#)
To: [Kim Fox](#)
Subject: Argenta Outlots, Planning Commission
Date: Friday, June 11, 2021 4:40:26 PM

Hi Kim -

I'd like to provide my comments on the proposed development to turn the vacant lot next to Target into high density apartments.

My husband and I don't support the rezoning of the Argenta Outlots. Since we moved here six years ago the number of housing/apartment developments that have gone up around us has increased significantly. We don't need another apartment complex in the northwest quadrant that adds more traffic to already congested residential streets. We don't need our only green space where we can fly a kite or ride our bikes taken from this area. When we purchased this home, we went in knowing the area behind our home would be commercial/retail eventually and we were fine with that. I think Inver Grove has a unique opportunity coming out of this pandemic to turn this area into a place where people want to spend their money such as a nice restaurant or boutique type retail - the thousands of new residents to the northwest quadrant are looking for that type of commercial in Inver Grove vs always going outside of the city. Please don't take our neighborhood green space and make our neighborhood less desirable.

Marcy Kottas

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From: torinathe@yahoo.com
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#); [Brenda Dietrich](#)
Subject: No rezone
Date: Friday, June 11, 2021 2:33:21 PM

My name is Tori Nathe and I live in the Argenta neighborhood across from the big field. I have grown up using this field as a playground, bike path, skateboarding park, place to fly my kite, place to play tag with my friends, and a place to walk my dogs. I understand the Inver Grove Heights has been unwilling to give my friends and I a park since we were little, but now that we're growing up we will need a place to work and shop. So please do not put in a large apartment complex.

Thank you

Tori Nathe

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From: katienathe@yahoo.com
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#)
Subject: Retail
Date: Friday, June 11, 2021 2:16:16 PM

I am a 14 year old Inver Grove Heights resident. I would very much appreciate you keeping the zoning as retail so that there would be business I could work for within walking distance of my home. There are plenty of kids in this neighborhood who would benefit to having a place to work and shop near by.

Thank you for your time

Katie Nathe

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From: [Eric Besser](#)
To: [Kim Fox](#)
Cc: [Brenda Dietrich](#); [John Murphy](#); [Sue Gliva](#); [Rosemary Piekarski-Krech](#); [Tom Bartholomew](#)
Subject: Argenta Lots
Date: Monday, June 14, 2021 1:51:24 PM

I am strongly opposed to the proposed change to the comprehensive plan to change the lots off Amana Trail from retail/commercial to HDR. The SE area cannot support this many people with no community space for us to go, exercise and gather.

What is being proposed is 13 identical apartment buildings that have approximately 30 apartments, so over 300 units in total (1-3 bedrooms). Just like the two monster buildings McGough was trying to push in there, that is just TOO much for this space. They aren't as tall, but bring well over the amount of people we worked with McGough on as a compromise that never got brought forward. Given the change in apartment bedrooms it is actually back to the numbers of individuals under the first 400 unit proposal that was denied. It does not work to put 400-500 residents in that small space with our tiny paths, lack of green space and lack of transit.

Of those 300 units, only 35 get an opportunity for enclosed parking for an increase in rent. You cannot call apartments "luxury market rate" with no garage space in MN! Those garage spaces are just going to end up with people's stuff and will lead to more crime. This 100% does not fit the aesthetics of this neighborhood.

There is already 4 apartment buildings approved or even started building nearby and there are already lots on the comprehensive plan zoned for HDR that make more sense. If Lennar is so interested in this area, then they should look at those already zoned. These lots are the last remaining space for retail/commercial in the NW quadrant and should remain zoned that way.

The proposal includes 13 apartment buildings, + a clubhouse, + 7 garage structures, +13 dumpsters, 400+ cars, + surface parking to support those 400 cars that will need a lot more lighting, and this is all on 16.5 acres. The 40 acres purchased by Watermark (1/2 mile away) is for 120 single family homes/ townhomes and 150 apartments. So 270 on 40 acres vs. over 300 on 16.5 acres.

Regardless of the design being proposed, which would work much better down south, HDR should remain where it is already zoned in NW quadrant and these lots should not be rezoned.

The empty buildings across the street aren't going to get filled because of 300 units. The rent is too high and the fees that IGH imposes on businesses are too high. Not to mention we are still in a pandemic. We need to think differently on how to draw traffic to Main Street by creating a destination in the area. This city won't get a quick revenue win, but we could positively impact revenue in the long-term.

Sincerely,
Eric Besser
7656 Addisen Path

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From: [Brendan Cody](#)
To: [Kim Fox](#)
Subject: Rezone Argenta outlets
Date: Monday, June 14, 2021 4:57:13 PM

Dear Ms. Fox,

For the record I oppose the rezoning of the Amana Trail lot for high density apartments. The traffic problems that it will create alone justify the denial and said rezoning.

Brandan J Cody

Sent from my iPhone

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From: [Christian Untiedt](#)
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); jmruphy@ighmn.gov; rpiekarskikech@ighmn.gov
Subject: Argenta Outlots Rezoning
Date: Monday, June 14, 2021 2:20:43 PM

Hello Kim,

My wife and I are residents of the neighborhood north of Amana Trail where the rezoning of property is being proposed. We, along with the members of our neighborhood, are very concerned about the effect on traffic, lack of parks, and the proposed property.

Traffic in the area has significantly increased in the NW quadrant due to development of all the new residential properties in the area. The number of residents in this potential rental community would exponentially increase the amount of traffic further along Amana Trail as well as Argenta Trail where a park has been proposed. The infrastructure currently in place has not and will become increasingly more unsafe with more vehicles traveling through the corridor.

In regards to safety, the proposed location for the park in the NW quadrant is east of Argenta Trail. With the increase of traffic in the area, this is not a feasible location for kids and families from our neighborhood as they would have to cross the highway where vehicles are often excessively speeding to access the park. Our community has been pushing since its inception in 2013 to have a park around the neighborhood and to see the proposed options has been very disappointing as they would be deemed unfeasible for community's use due to the concerns around safety with a potentially large increase in population.

The proposed property from Lennar is 13 buildings and 8 garage buildings which would take up the entire development space. It is an illogical plan to have an apartment complex to have separate garage buildings taking up space. To be sold as luxury units (as Lennar is claiming), there should be underground parking, considering we are in Minnesota after all.

To further that point, Lennar is also claiming this property as a garden style community, and yet there were no plans for open greenways or trails. My wife and I are especially concerned about this property choice as we have lived in past garden style communities and the upkeep has been very poor. Lennar will be responsible for maintenance on this property which is concerning as they have very poor reviews on their build quality. For reference, please note their 1.1 out of 5 rating on ConsumerAffairs.com.

We take a lot of pride in our neighborhood. We spend multiple weekends every year cleaning up areas along the road and trails which are often neglected. To have another community move into a non-residential zone is worrisome how our neighborhood will be further impacted.

As alternatives, we would love to see this area be developed into a park but it is understandable that may not be feasible. Townhomes could be another option which would limit the increase of traffic in the area as there would be less units. Or, a mix of residential, commercial, and green space might end up being the most reasonable compromise.

We feel there should be no need to rush to judgement in rezoning this entire property. It is understandable to want to fill the lot, but we feel like it would be a lost opportunity to fill the

area with an entire apartment complex and to lose potential commercial properties in the area where there are already so many other existing, new, and planned residential properties. Please consider the alternatives suggested in this email.

Thank you for taking the time to read our concerns with rezoning the Argenta outlot properties.

Christian Untiedt

919.949.5900

cduntiedt@gmail.com

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From: [Carissa Dean](#)
To: [Kim Fox](#)
Subject: Fwd: Argenta Apartments Proposal
Date: Tuesday, June 15, 2021 4:27:35 PM

----- Forwarded message -----

From: **Carissa Dean** <cschindle@gmail.com>
Date: Mon, Jun 14, 2021 at 8:11 AM
Subject: Argenta Apartments Proposal
To: <tbartholomew@ighmn.gov>, <bdietrich@ighmn.gov>, <sgliva@ighmn.gov>, <jmurphy@ighmn.gov>, <rpiekarskikrech@ighmn.gov>

Hello IGH City Council,

I feel like a bit of a broken record as I wrote this a few years ago, but here we are again. I wanted to share that I am against the apartment proposal that was given. Without adequate sidewalks, green space, playgrounds, parks, there is no way that amount of people in that small of a geo footprint would not negatively impact our neighborhood. We are already on an "island" with no real access to other areas of the city without risking getting hit by cars as we venture on the shoulder to get to parks with our kids.

There are already accidents or almost accidents weekly between the intersections by target or argenta and 55, increasing the volume of cars and pedestrian traffic without space for kids to play and people to walk or bike seems irresponsible.

Thanks,

Carissa Dean

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From: [Jaime Besser](#)
To: [Kim Fox](#)
Cc: [Brenda Dietrich](#); [John Murphy](#); [Sue Gliva](#); [Rosemary Piekarski-Krech](#); [Tom Bartholomew](#)
Subject: Argenta Outlots
Date: Monday, June 14, 2021 1:55:18 PM

As a resident of Argenta Hills I beg you not to approve the change to the comprehensive plan to HDR. The Lennar "garden style" apartments are not the best use of the land.

My first concern is the lack of green space and trails. The SE section of the NW Quadrant has a very small trail system that basically runs through our neighbors backyards. We use the Argenta lots for running and walking because of lack of trails. We understand that this is not "our lot" and development is inevitable, but we don't have the trails, parks, or green space to support 300 2-3 bedroom apartment in this area. There are already plots of land in the NW quadrant that are zoned for HDR and make more sense. A path or walking analysis needs to be done before anything like this is approved. The lack of paths and green space is very troubling given the difficulties we have had trying to get a park.

There are already 4 apartment complexes within a 1 mile radius approved or being constructed, plus the single family home rentals and townhouse rentals off Robert and 70th. Why would we add competition when those apartments haven't even been established. Plus it would help us see the true demand of HDR. Let's put a pause on developments in the NW Quadrant for rentals and the let the ones approved get up and running before we just add competition for them and drive rental prices down.

Since McGough came with their first plan to build 400 units claiming density issues, there have been well over 2,000 rentals or new homes that have been built or approved, not including the additional homes that have been build in Blackstone and Setter's Ridge, within a couple miles and the businesses still sit empty. These are Multi bedroom homes and apartments, so thousands and thousands of new residents, yet Main Street is empty because of density? Businesses are struggling right now to find good help and recover after Covid. These are unprecedented times. In addition, Lennar and McGough have said the fees for NW quadrant are some of the highest they have seen. Not Inver Grove Heights, just the NW quadrant. Not only that, but the rent is very high. How hard is McGough really pushing these buildings? They know they will recover best from their investment if this is HDR versus Retail/Commercial and the empty buildings help their case even though we have just been through (and still going through) a pandemic. Maybe we need to reassess our debt payback plan and make it easier for businesses to come here, instead of penalizing them with exacerbated fees. In addition, the density issue from the comprehensive plan is not going to be solved by 300 units. It wouldn't scratch the surface.

These lots are the best spot for high-end retail and commercial. It should be a destination that people in the surrounding area want to come. Rezoning would strip us of this chance. We might not be able to fill the entirety of the lot with tons of retail or restaurants, but this is the last remaining area for retail nearby, Maybe a mixed use would make sense. For instance, use one of the lots or part of a lot for a community destination of some sort that would drive more IGH residents to this area and maybe even Eagan. Pool, waterpark, mini golf, a giant playground like Madison's park in

Woodbury that I do drive 20 mins to go to. Somewhere kids want to throw birthday parties at. I am also not sure how we haven't gotten a daycare center with all of the families in the neighborhood. Especially one that has before and after care and would bus to school. If density isn't going to solve the issue for "main street" then we should be looking for a different type of traffic to support them by creating a destination.

In addition, Viking Lakes is building 1,000 units 2.3 miles from here at similar price points. They have underground, heated parking, 10,000 SF gym, 30,000 SF Club house, bowling alley, area for remote working so you can get out of your apartment, restaurants and bars. They won't have enough restaurants to support 1,000 residents and the guest of the Omni Hotel and they are going to likely use our Target. Can we work with them to be on a "what's close" list? Get Target and Iwa on there? Maybe Oye Café because I am not sure if they would do the spa since the Omni has one.

Next on the list is they have not done a traffic study. Retail/commercial traffic wouldn't be at the same time of the day as residential traffic. There has not been a new study with all of the new developments and the Hwy 55/Argenta death trap should be addressed. I would also like to see a study on the impact of the houses facing the lot on the additional lights needed to light so many different parking spots and the detached garage spaces for the security of its residents. As a female, I would also not feel safe walking from those detached garages that potentially don't even line up with their building because they are just plopped in where they fit. The garages only support 10% of the residents.

There are already spaces in the NW Quadrant zoned for HD that haven't been developed. One of the Peters from LMC was asked at the neighborhood meeting why they wouldn't look at those areas if he was so interested in the area and he referenced a really good working relationship with McGough. McGough is just doing everything it can to unload this land and they are trying to push it through before the market turns, before the pandemic is over. If it is only economical to build 300+ units on 16.5 acres, without underground parking, then they should be looking at a different piece of land.

Sincerely,

Jaime Besser
7656 Addisen Path
Inver Grove Heights, MN 55077

Jaime Besser
Vice President of Finance Operations
HomeServices of America, Inc.
333 S 7th St, Suite 350 | Minneapolis, MN 55402
Phone: 612-336-5574



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From: [Lisa](#)
To: [Kim Fox](#)
Cc: [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [Rosemary Piekarski-Krech](#); [John Murphy](#)
Subject: No rezone
Date: Friday, June 11, 2021 2:10:48 PM

I purchased a new home in this neighborhood with two young children with promises of shopping and parks near by. I cannot tell you how disappointed I am in Inver Grove Heights as a place to live. My children are now teenagers and the time for playgrounds and parks has passed. Now they are old enough to shop and there isn't even a place to shop besides Target. The city of Inver Grove could not have possibly failed us more.
Please put in shopping and stop the rezone!

Lisa
Nathe

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From: [Aileen McFarlane](#)
To: [Kim Fox](#)
Subject: Emblem Argenta Hills, Planning Commission
Date: Friday, June 11, 2021 3:23:51 PM

I wanted to share my opposition for the proposed re-zoning of the Argenta outlets (Emblem Argenta Hills). The two main reasons for my opposition:

- 1) Detached garage parking. If they are trying to achieve class A rental rates, then underground parking, especially in Minnesota, is a requirement. Why would someone pay high end rates to park in a detached garage? This concept does not work in Minnesota and will have a hard time finding tenants. It will also increase the number of structures on the lot. Please require underground parking rather than detached garage 80's style parking.
- 2) No added walking trails

Thank you,

Aileen H. McFarlane

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From: [Ross C. Metzger](#)
To: [Kim Fox](#); [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); [Rosemary Piekarski-Krech](#)
Subject: Rezoning of the Amana Trail lot
Date: Monday, June 14, 2021 10:39:51 AM

Dear Inver Grove representatives,

As a resident of Inver Grove Heights, I wanted to voice my position on the Rezoning of the Argenta Trail lot across from Target and the Argenta Hills Neighborhood. I DO NOT SUPPORT the rezoning of this property from Retail to High Density Living. I do not believe it is in the best interest of the community you represent, and am asking you to fight for us. Adding the number of people that come with the proposed high density living plan will only put a greater strain on the issues already present in the area.... Hundreds of children with no place to safely play. Approving the rezoning, will also permanently hinder the possibility for additional retail in the area, which is greatly needed.

I would like to finish by reminding you that the future retail plan was what brought many of the residents to this area; residents who voted for you to be their voice. I kindly ask that you do not turn your back on the vision our Community so strongly strives for.

Thanks in advance,
Ross Metzger
7679 Addisen path

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From: [Ross C. Metzger](#)
To: [Kim Fox](#); [Tom Bartholomew](#); [Brenda Dietrich](#); [Sue Gliva](#); [John Murphy](#); [Rosemary Piekarski-Krech](#)
Subject: Rezoning of the Amana Trail lot
Date: Monday, June 14, 2021 10:39:51 AM

Dear Inver Grove representatives,

As a resident of Inver Grove Heights, I wanted to voice my position on the Rezoning of the Argenta Trail lot across from Target and the Argenta Hills Neighborhood. I DO NOT SUPPORT the rezoning of this property from Retail to High Density Living. I do not believe it is in the best interest of the community you represent, and am asking you to fight for us. Adding the number of people that come with the proposed high density living plan will only put a greater strain on the issues already present in the area.... Hundreds of children with no place to safely play. Approving the rezoning, will also permanently hinder the possibility for additional retail in the area, which is greatly needed.

I would like to finish by reminding you that the future retail plan was what brought many of the residents to this area; residents who voted for you to be their voice. I kindly ask that you do not turn your back on the vision our Community so strongly strives for.

Thanks in advance,
Ross Metzger
7679 Addisen path

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From: [Katherine Teiken](#)
To: [Kim Fox](#)
Subject: 6/15 Planning Commission Meeting - Public Comment
Date: Tuesday, June 15, 2021 11:12:21 AM

Kim,

I realize I am too late for the 4pm public comment deadline. But I wanted to write anyway.

I am in complete support of the proposed re-zone to high density residential on the lots off from Amana Trail.

In 2018, Inver Grove Heights had a 1.8% rental vacancy rate. When vacancy rates are below 5%, it can be difficult for families to find affordable housing. Apartment owners can be more selective with regards to tenants and justify rent increases than can be burdensome to lower income families. With this in mind, I think this development is important for the City of Inver Grove Heights to support.

I support the proposed multifamily development.

Thanks,

Katherine Teiken
7662 Addisen Ct, Inver Grove Heights, MN 55077

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From: [Ila Pal](#)
To: [Kim Fox](#)
Subject: Argenta outlots
Date: Sunday, June 13, 2021 7:30:12 AM

We don't support the rezone of the Argenta outlots.

Thanks,

Ila.

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From: [Sanal Parameswaran](#)
To: [Kim Fox](#)
Subject: Rezoning of Amana Trail Lot near Target Store.
Date: Sunday, June 13, 2021 11:46:13 AM

Hi Ma'am,

We are residents of 7622 Addisen Path, Inver Grove Heights. We recently learned that there are attempts to rezone the Amana Trail Lot from commercial to residential and there are plans by Lennar to build more than 300 apartments in the area.

As residents, we oppose the move since we built our house on the assumption that the neighboring lot is commercial. If it is going to be high-density residential, it is going to be difficult since the infrastructure is not built for so many people around the clock.

Please note our opposition to the move.

Sanalkumar Parameswaran
Smitha Sanalkumar
7622 Addisen Path
Inver Grove Heights
MN 55077

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From: [Grete Tiemeier](#)
To: [Kim Fox](#); [Tom Bartholomew](#); bdietrich@ighmn.com; sgliva@ighmn.com; [John Murphy](#); rpiekarskikrech@ighmn.com
Subject: Rezoning proposal for Amana Trail lots
Date: Friday, June 11, 2021 4:18:34 PM

Hello,

I live in the north west quadrant of Inver Grove and am intensely opposed to the rezoning proposal being put in front of the IGH city council. In the nearly 8 years we have lived here, we have been promised a park. There is virtually no green space for us to use that we can safely access without having to drive a significant distance. As a prior Eagan resident, it completely blows my mind that a city with as much space as Inver Grove has so few parks. Eagan has parks for nearly every neighborhood, allowing a safe place for families to connect and kids to play.

The choices by Inver Grove residents continue to make this city less appealing to live in when compared to surrounding options. In addition to this, we moved to this area to be near retail and walkable places. Adding nearly 1000 people to this immediate area and limiting retail options is exactly opposite of this. Why would people continue to invest in homes in this quadrant of Inver Grove if we are continuously shown that our opinion doesn't matter?

Additionally, the proposed complex doesn't have any open space or walking paths, so anyone in that complex who is looking for that access will be forced into the neighborhoods, on paths that were not designed for mass volume. The infrastructure in this area was not built to sustain this volume of residents, and it's shameful to even consider rezoning. We argued the same thing in 2018, for the same reasons. Things have not changed in a way to support this plan. There are plenty of other multi-family options that are being built in the area, and this one is excessive.

Please consider opposing this plan. Thank you.
Grete Tiemeier

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From: [Vanny Truong](#)
To: [Kim Fox](#)
Subject: Argenta Outlots
Date: Monday, June 14, 2021 6:35:23 AM

I strongly do not support the rezoning of the Argenta Outlots. I built my home that backs up to Amana Trail with the understanding that the outlot was zoned for commercial and that I would not be staring at a multi-story apartment building from my backyard or master bedroom. Inver Grove Heights needs more retail/commercial businesses. We drive to Eagan and West St. Paul to shop. I want the money to stay with and support Inver Grove Heights.

Thank you,
Van Truong
7630 Addisen Path

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From: [yumiko H-T](#)
To: [Kim Fox](#)
Subject: Lennar multifamily community case# 21-34PA
Date: Sunday, June 13, 2021 2:20:06 PM

We do not support the rezone of the Argenta outlots.
We are specifically against high density residence plan.

Sithika & Yumiko Try
1527 76th street west, IGH 55077

Sent from my iPhone

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**Request for Council Action****TITLE:** Rachel Development - Case No. 21-29PAZ

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	June 28, 2021	None	X
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Heather Botten 651-450-2569	Budget amendment requested	
Prepared by:	Heather Botten	FTE included in current complement	
Reviewed by:		New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED: Consider the following for property located at 7855 Cahill Ave.;

1. Approval of a resolution adopting written findings of fact and reasons for denial for the application for a Comprehensive Plan Amendment to change the land use designation from CC, Community Commercial to MDR, Medium Density Residential.
2. Approval of a resolution of denial for the application for a zoning ordinance/zoning map amendment (rezoning) of the Property from its current B-3, General Business District zoning to R-3C, Multiple Family Residential .

SUMMARY:

The property is currently zoned B-3, General Business and guided for Community Commercial. The applicant requested a comprehensive plan amendment and rezoning to change the land use and zoning to a designation that allows for a multiple family development. The applicant would like to develop a 40-unit senior assisted living and memory care facility on the property. If the rezoning and comprehensive plan amendment requests are successful, then a conditional use permit would be required for site plan review.

The applicant has requested to change the land use designation of the parcel to MDR, Medium Density Residential, which allows for densities 8-12 units an acre. The concept plan shows a 40-unit multiple family building on 3.8 acres, the equivalent of 10.5 units per acre. The applicant is also requesting a rezoning of the property to R-3C, multiple-family. The R-3C district allows for multi-family dwellings with more than 7 units per building. The proposed 40-unit project would include one single level facility.

REQUESTED COUNCIL ACTION:

The Council is asked to consider adoption of the following two resolutions:

1. Resolution Adopting Written Findings of Fact and Reasons for Denial for Comprehensive Plan Amendment
2. Resolution of Denial of Rezoning Application

Attachments: Resolution Adopting Written Findings of Fact and Reasons for Denial for the Comprehensive Plan Amendment
Resolution of Denial for Rezoning Application
Original Planning Report for Both Applications

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

RESOLUTION NO. _____

**A RESOLUTION MEMORIALIZING THE FINDINGS OF FACT
AND REASONS FOR DENIAL RELATING TO THE
APPLICATION FOR A COMPREHENSIVE PLAN (MAP) AMENDMENT TO
CHANGE THE LAND USE DESIGNATION FOR THE PROPERTY LOCATED AT 7855
CAHILL AVENUE FROM COMMUNITY COMMERCIAL TO MDR, MEDIUM
DENSITY RESIDENTIAL
(CITY PLANNING CASE NO. 21-29PAZ
RACHEL DEVELOPMENT)**

WHEREAS, Rachel Development, with the permission of KTTN, LLC, the owner of the property located at 7855 Cahill Avenue, (Applicant) applied to the City of Inver Grove Heights for the following land use request (Application) related to the property located at 7855 Cahill Avenue in the City of Inver Grove Heights and legally described as Lot 1, Krechs Valley View, according to the recorded plat, Dakota County, Minnesota (the “Property”):

- A comprehensive plan (map) amendment to change the land use designation of the Property from Community Commercial to MDR, Medium Density Residential.

WHEREAS, the purpose of the Comprehensive Plan Amendment is to change the land use designation from Community Commercial to Medium Density Residential, which would permit the Property to be developed into a 40-unit senior assisted living and memory care facility.

WHEREAS, the above-described Application was considered by the Inver Grove Heights Planning Commission on May 18, 2021, in accordance with the City Code and Minnesota Statutes Section 462.355.

WHEREAS, the above-described Application was considered by the City Council of the City of Inver Grove Heights at the June 14, 2021 Inver Grove Heights Council Meeting.

WHEREAS, at the June 14, 2021 Council Meeting, a motion was made by Councilmember Piekarski Krech and seconded by Mayor Bartholomew to approve the Application by adopting a Resolution Approving a Comprehensive Plan Map Amendment to Change the Land Use Designation From CC, Community Commercial to MDR, Medium Density Residential for the Parcel Located at 7855 Cahill Avenue, after which the motion to approve the Resolution approving the Application failed on a vote of 2-3, with Councilmember Piekarski Krech and Mayor Bartholomew voting to approve the Application and Councilmembers Murphy, Dietrich, and Gliva voted against approval of the Application.

WHEREAS, Minnesota Statutes Section 15.99, subd. 2(b) provides that when a vote on a resolution or properly made motion to approve a request fails for any reason, the failure shall constitute a denial of the request provided that those voting against the motion state on the record the reasons why they oppose the request.

WHEREAS, contemporaneously with the vote on the motion to approve the Application, each of the Councilmembers voting against the motion to approve the Application stated on the record their reasons for voting against approval of (and therefore to deny) the application.

WHEREAS, at the June 14, 2021 Council meeting, the three (3) Councilmembers who voted against the Application for a Comprehensive Plan Amendment articulated findings of fact and reasons for denial and those reasons were made a part of the record. The findings of fact and reasons for denial stated by the three Councilmembers constitute the City's findings of fact and reasons for denial. The findings of fact and reasons for denial as so identified and stated by the three Councilmembers on June 14, 2021, were as follows:

- 1.) Councilmember Murphy stated findings of fact and reasons for denial as follows:
 - a. Want to preserve the B-3 zoning district for future use, not a lot of quality places to put retail businesses for residents to shop.
- 2.) Councilmember Dietrich stated findings of fact and reasons for denial as follows:
 - b. Reason for denial is the same as Councilmember Murphy's reasons, want to preserve the B-3 zoning district for future use, not a lot of quality places to put retail businesses for residents to shop.
- 3.) Councilmember Gliva stated findings of fact and reasons for denial as follows:
 - a. Reason for denial is the same as Councilmember Murphy's reasons, want to preserve the B-3 zoning district for future use, not a lot of quality places to put retail businesses for residents to shop.

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

1. That the City Council does hereby memorialize and confirm that the above findings of fact and reasons for denial constitute the findings of fact and reasons for denial set forth by those voting against the motion to approve the Application for a comprehensive plan (map) amendment at the June 14, 2021 City Council meeting.
2. The findings and reasons for denial as stated above are hereby made the City's findings of fact and reasons for denial.

Passed this 28th day of June, 2021.

ATTEST:

Thomas Bartholomew, Mayor

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**A RESOLUTION DENYING THE APPLICATION FOR A ZONING
ORDINANCE/ZONING MAP AMENDMENT (REZONING) TO CHANGE THE
ZONING OF THE PROPERTY LOCATED AT 7855 CAHILL AVENUE FROM B-3
GENERAL BUSINESS DISTRICT TO R-3C, MULTIPLE FAMILY RESIDENTIAL
DISTRICT**

**(CITY PLANNING CASE NO. 21-29PAZ
RACHEL DEVELOPMENT)**

WHEREAS, Rachel Development, with the permission of KTTN, LLC, the owner of the property located at 7855 Cahill Avenue, (Applicant) applied to the City of Inver Grove Heights for a Comprehensive Plan Amendment to change the land use designation of the Property located at 7855 Cahill Avenue in the City of Inver Grove Heights and legally described as Lot 1, Krechs Valley View, according to the recorded plat, Dakota County, Minnesota (the “Property”) from Community Commercial to MDR, Medium Density Residential (the “Comprehensive Plan Amendment Application”), and also applied for a zoning ordinance/zoning map amendment (rezoning) of the Property from its current B-3, General Business District zoning to R-3C, Multiple Family Residential (the “Rezoning Application”); and

WHEREAS, the above-described Rezoning Application was considered by the Inver Grove Heights Planning Commission on May 18, 2021, in accordance with the City Code and Minnesota Statutes Section 462.355; and

WHEREAS, the above-described Rezoning Application was considered by the City Council of the City of Inver Grove Heights at the June 14, 2021 Inver Grove Heights Council Meeting and continued to the June 28, 2021 City Council Meeting; and

WHEREAS, at the June 14, 2021 Council Meeting, a motion to approve the Comprehensive Plan Amendment Application failed on a vote of 2-3, which, pursuant to the provisions of Minnesota Statutes, Section 15.99, subd. 2(b) constitutes a denial of Comprehensive Plan Amendment Application; and

WHEREAS, because the Comprehensive Plan Amendment Application was denied, the Property remains guided by the City of Inver Grove Heights’ Comprehensive Plan Future Land Use Plan for Community Commercial; and

WHEREAS, a zoning designation of R-3C, Multiple Family Residential, is inconsistent with a Comprehensive Plan designation of Community Commercial; and

WHEREAS, Minnesota Statutes, Section 473.858 prohibits a City from adopting an official control that is in conflict with its Comprehensive Plan.

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

1. That the City Council does hereby **DENY** the Rezoning Application for a zoning ordinance/zoning map amendment (rezoning) of the Property from B-3, General Business District to R-3C, Multiple Family Residential.
2. The City Council hereby adopts the following written findings of fact and reasons for denial of the Rezoning Application:
 - a. The rezoning would be inconsistent with the City's Comprehensive Plan; and
 - b. The Council seeks to preserve the B-3 zoning district for future retail use within the City of Inver Grove Heights, as there are limited locations for new retail uses within the City.

Passed this 28th day of June, 2021.

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**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. 21-29PAZ
(Rachel Development)

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 B-3, General Business to R-3C, Multiple-family residential to wit:

Property address 7855 Cahill Avenue, Inver Grove Heights, legally identified as:

Lot 1, Krechs Valley View

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.

Enacted and ordained into an Ordinance this 14th day of June, 2021.

Ayes:

Nays:

Thomas Bartholomew, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



PLANNING REPORT

CASE NO: 21-29PAZ

APPLICANT: Rachel Development

PROPERTY OWNER: KTTN, LLC

REQUEST: Comprehensive Plan Amendment and Rezoning

HEARING DATE: May 18, 2021

LOCATION: 7855 Cahill Avenue

COMPREHENSIVE PLAN: CC, Community Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant would like to develop a 40-unit senior assisted living and memory care facility on the property. The property is 3.81 acres in size and zoned B-3, General Business. A comprehensive plan amendment and rezoning are needed to change the land use and zoning designation to allow for a multiple family residential development.

If the comprehensive plan amendment and rezoning are successful, an application for a conditional use permit will be required before development can occur. This subsequent process provides for public review and comment on the actual site plan.

SURROUNDING USES

The subject property is surrounded by:

North: Single family home; zoned R-1C; guided LDR

East: Commercial; zoned B-3/PUD; guided CC, Community Commercial

South: Commercial; zoned B-3; guided CC

West: South Valley Park; zoned P; guided Public Open Space

EVALUATION OF REQUEST

The subject parcel is currently guided CC, Community Commercial. As stated in the Comprehensive Plan:

Community commercial areas include lots or parcels that contain retail sales and services located along community collector and arterial roadways that serve the community. Community commercial areas differ from neighborhood commercial areas in that they are more intensive and are designed to attract customers from a wider trade area. As such, the goods and services that are available in community commercial areas are broader in scope such as restaurants, private recreational facilities, professional service offices, small-scale printing, etc.

The property received approval for a 3-story climate-controlled storage building in 2020. This project fell through and the new potential buyers are looking at a multi-family residential development. The applicant is proposing to change the land use designation of the parcel to MDR, Medium Density Residential to be consistent with the type and density of the proposed project. The concept plan shows a 40-unit building on 3.8 acres, with an overall density of 10.5 units per acre.

Medium density residential accommodates somewhat higher residential densities ranging from 8 to 12 dwelling units per net acre. Uses in this classification include higher density townhome developments and apartments, all with full public utility service.

The area of the city this parcel is located within is referred to in the 2040 Comp Plan as the Established Development Areas. Established areas represent portions of the community which are mostly built out. Policy directions focus on preservation and maintenance of existing neighborhoods. Some of the Established Development Area Policies include:

- Allow infill development in a manner that protects the character of existing residential neighborhoods.
- Provide a broad range of housing opportunities.
- Ensure that new development areas are compatible in size and scale with existing, adjacent neighborhoods.
- Provide appropriate buffers to allow density transitions and to accommodate a range of housing types.
- Conduct long term planning to ensure existing neighborhood infrastructure is well maintained and reliable.
- Continually monitor the vitality and viability of existing commercial nodes and encourage the integration of supporting residential uses where necessary.

The property to the north is guided single family and the properties to the south and east are guided and developed as commercial/service uses. The property to the west is park property. Multiple family housing is typically developed along collector roads and are compatible next to commercial uses. The proposed land use designation does not appear to be out of

character for the surrounding area and a good transitional use between the single family to the north and the commercial development to the south.

Rezoning

The City Code, Title 10-3-5 states that a rezoning request must be "in the best interest of the physical development of the City" in order to be approved. This suggests that the request should be reviewed against such factors as infrastructure availability; compatibility with existing land uses in the neighborhood; and consistency with the Comprehensive Plan.

The applicant is proposing a rezoning to R-3C, Multiple Family Residential. The R-3C district is established for multi-family dwellings with more than seven units per building and densities greater than twelve (12) dwelling units per acre. The proposed project would include one, 40-unit, single level assisted living and memory care facility.

Infrastructure is in place to accommodate a multi-family development on this parcel. The surrounding uses are commercial to the south and east, park to the west and single family residential to the north. The proposed multi-family zoning would be compatible with the existing, established uses in the neighborhood. The zoning would also be consistent with the proposed land use designation and with the multi-family project proposed.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. Approval If the Planning Commission finds the application acceptable, the Commission should make the following recommendation:

- Approval of the **Comprehensive Plan Amendment** from CC, Community Commercial to MDR, Medium Density Residential subject to the following conditions:
 1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.
 2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.
- Approval of the **Rezoning** of the parcel from B-3, General Business to R-3C, Multi-family residential.

B. Denial If the Planning Commission does not favor the request, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

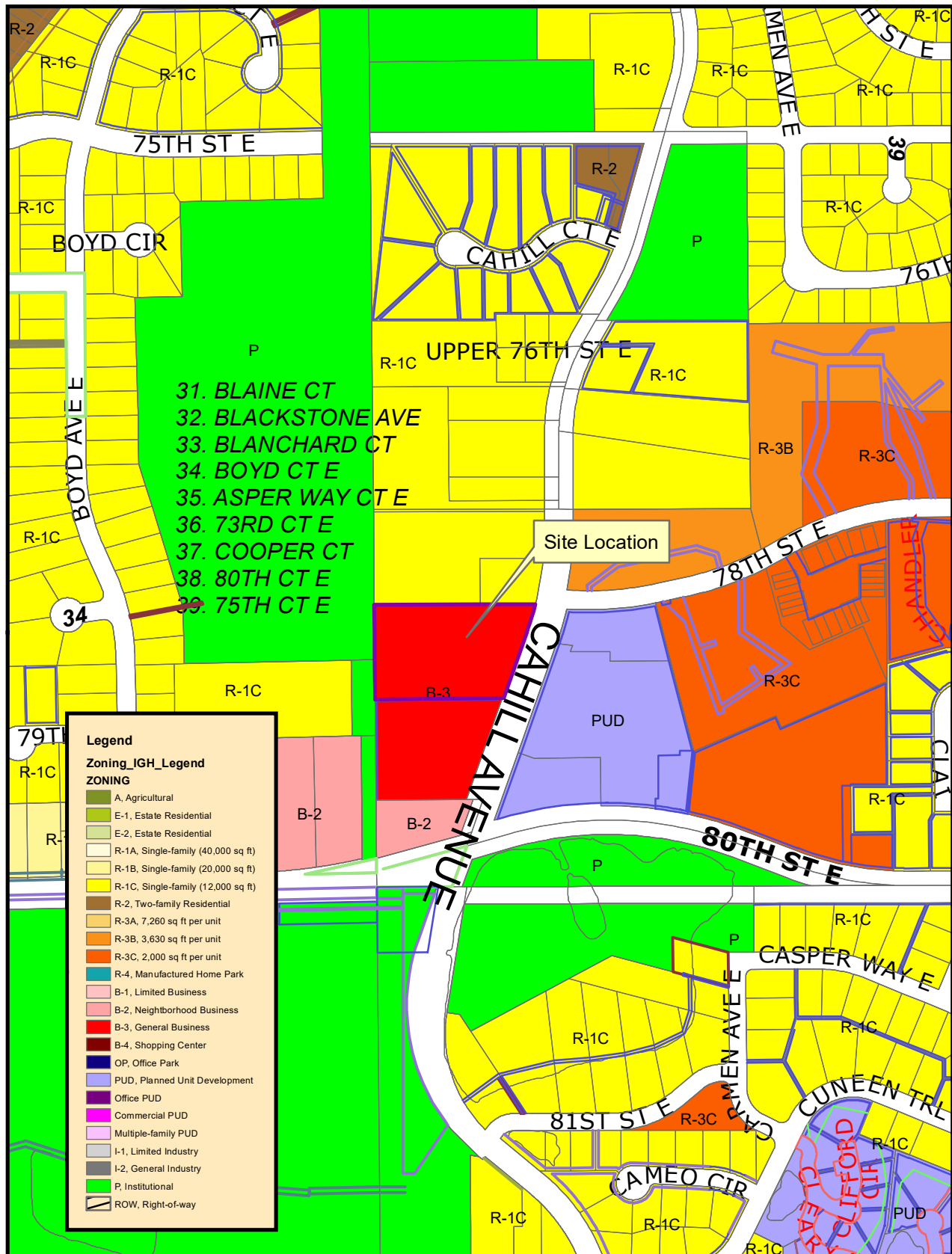
RECOMMENDATION

Based on the information in the preceding report and the conditions and approvals listed in Alternative A, staff is recommending approval of the request as presented.

Attachments: Location map
Applicant narrative
Concept plan of development
Conceptual building elevation



7855 Cahill Avenue Case No. 21-29PAZ



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

Map produced by the City of Inver Grove Heights GIS Dept.
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Exhibit A
Zoning and Location Map

Map not to scale



Mr. Allan Hunting
City Planner
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Applications for Comprehensive Plan Amendment and Rezone

Mr. Hunting,

Vincent Development in partnership with Rachel Development are pleased to submit this request for your consideration of the following: Comprehensive Plan Amendment and Rezone of 7855 Cahill Ave. Currently the site is guided for Neighborhood Commercial on the 2040 Comprehensive Plan and zoned B-3 commercial. We are requesting a Comprehensive Plan amendment to High Density Residential and a rezone to R-3C Multi-Family to accommodate the intended use.

Our proposed project is a High Quality 40-unit Senior Assisted Living and Memory Care facility. Our design is a better alternative for people who require higher acuity care and is the ideal size for residents and their families who can no longer be supported in a private home. There is no universal acuity scale, so we created a model of a community that is deliberate to our residents needs with nurse staffing ratios and levels of care that meet each unique resident's complex care plan.

Vincent Development along with Rachel Development will be the project manager and owner of the building. Our ownership group collectively owns over 1,000 units of Senior Housing throughout the Metro and hold those high value assets with no intention of selling. Lifesprk Senior Living, recipient of Home Care Association of America's Top 5 Caregiver of the Year Award in 2020, will operate the property and be a partner in the ownership of the building.

This project will address undeveloped and underused property in the city of Inver Grove Heights by providing 40 high quality assisted living and memory care units that are greatly needed in the community. With our building design and layout having a more residential feel we will create a much-needed buffer between the single-family housing to the North of our site and the Commercial buildings to the South. In considering the site layout we have aligned our entrance with the access to Cub Foods to create good traffic flow on Cahill Ave. Our building will not generate much traffic as the residents will not own or operate vehicles themselves, leaving employees and visitors as the primary source of vehicles traveling to and from the site.

We will construct a single level, wood-framed, slab-on-grade structure with 4:12 pitched roof. Patient rooms will have 9' ceilings while the common corridors and entry areas will feature a vaulted look. The exterior will blend a mix of cultured stone and shake style siding with additional decorative trim and board and batten siding for the gables.

Building amenities include full commercial kitchen with meal plans and community dining rooms for all patients. We will have scheduled wellness programming and activities, wireless internet access, beauty



salon and feature housekeeping services. The entire building will have a patient monitoring system, with controlled access for the memory care wing as well as secure entry into the building. There are several lounge areas and activity centers with a community patio and walking paths around the front of the building. The memory care wing will include a secure patio and garden.

All the units are 380sf, Studio style, with full bathroom and ADA compliant shower, including grab bars with optional hand-held shower head and emergency pull cord. Each unit has a wall mounted response alert system and 24-hour monitored emergency response system. All units are wired for cable and internet and include window treatments. Assisted living and Memory Care units will include a countertop microwave, sink, small refrigerator, and personal dining area. The unit mix consists of 16 memory care and 24 assisted living.

We are excited to create a long-lasting asset for the community and provide excellent care for the seniors needing assistance in Inver Grove Heights and the surrounding areas. Thank you for considering our applications and we look forward to working with the City on this development.

Regards,
Vincent Development, LLC



Aaron Maciej
Managing Partner



SIGNING AND STRIPING NOTES

- ALL SIGNS SHALL BE PLACED 18" MINIMUM BEHIND CURB UNLESS OTHERWISE NOTED.
- SIGNAGE SHALL INCLUDE SIGN, POST, HARDWARE, CONCRETE FOOTING AND STEEL CASING (IF REQUIRED).
- PARKING LOT STRIPING SHALL BE 4" SOLID WHITE PAINT.
- ALL HANDICAP STRIPING, MARKINGS AND CROSS-HATCH SHALL BE 4" SOLID BLUE PAINT.
- ALL SIGNS SHALL MEET THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) FOR RETRO REFLECTIVITY AND INSTALLATION.

PARKING SUMMARY

STANDARD SURFACE STALLS: 35
HANDICAP SURFACE STALLS: 2
TOTAL STALLS: 37

SIGN SCHEDULE (PER MMUTCD)

- Ⓐ STOP SIGN: R1-1 (24"x 24")
Ⓑ HANDICAP PARKING SIGN ON BOLLARD: R7-8m W/R7-8b (12"x 18")
Ⓒ NO PARKING SIGN ON BOLLARD: R8-3a (12"x 18")

LEGEND

	EXISTING	PROPOSED
PROPERTY LINE	---	---
EASEMENT LINE	---	---
BITUMINOUS PAVEMENT	---	---
CONCRETE WALK	---	---
CURB LINE	---	---
SANITARY SEWER	---	---
STORM SEWER	---	---
WATER MAIN	---	---
FORCEMAIN	---	---
OVERHEAD ELECTRIC	---	---
UNDERGROUND GAS	---	---
MANHOLE	---	---
HYDRANT	---	---
GATE VALVE	---	---
LIGHT POLE	---	---

SITE PLAN NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL CURB AND GUTTER SHALL BE B612 UNLESS OTHERWISE NOTED.
- TYPICAL PARKING STALLS ARE 9' X 18', UNLESS OTHERWISE NOTED.
- TYPICAL DRIVE LANES ARE 25', UNLESS OTHERWISE NOTED.
- ALL PEDESTRIAN RAMPS SHALL MEET CURRENT ADA STANDARDS. TRUNCATED DOMES ARE NOT REQUIRED.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO THE START OF SITE WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF DISCREPANCIES AND/OR VARIATIONS FROM THE PLAN.
- SAWCUT ALL JOINTS WHERE CURB AND GUTTER IS TO BE REMOVED.
- UNLESS OTHERWISE SHOWN ON THIS DRAWING, CONTRACTOR SHALL PROVIDE CONTROL JOINTS, CONSTRUCTION JOINTS AND EXPANSION JOINTS IN SLAB ON GRADE, SIDEWALKS AND DRIVES PER THE FOLLOWING REQUIREMENTS:

CONTROL JOINT MAX. SPACING: WALKS-8' O.C.
ALL OTHERS-10' O.C.

SAW CUT CONTROL JOINTS MINIMUM 1/2 CONCRETE THICKNESS.

EXPANSION JOINTS MAX. SPACING: WALKS-24' O.C.
*ALL OTHERS-40' O.C.

*AT ALL POINTS WHERE A CHANGE IN PAVEMENT THICKNESS OCCURS AND/OR WHERE NEW PAVEMENT WILL MATCH EXISTING PAVEMENT, AN EXPANSION JOINT SHALL BE PROVIDED.

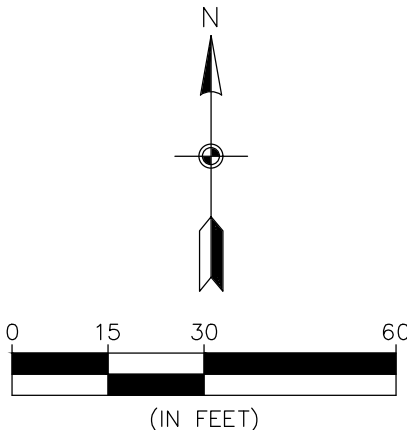
DOWEL ALL EXPANSION JOINTS: 24" O.C. MAX.

SITE PLAN KEYNOTES

- LANDSCAPE AREA. SEE LANDSCAPE PLAN.
- 4" CONCRETE WALK.
- MATCH EXISTING CURB & GUTTER/SIDEWALK/PAVEMENT.
- PEDESTRIAN CURB RAMP.
- LIGHT POLE & BASE (TBD).
- MONUMENT SIGN (PER ARCHITECTURAL PLAN). PROVIDE ELECTRIC TO SIGN.
- ELECTRIC TRANSFORMER.
- PATIO AREA.
- CONCRETE DRIVEWAY APRON. SEE CITY DETAIL STR-09.
- 6" PRIVACY FENCE.
- 6" CONCRETE FILLED PIPE BOLLARD.
- MODULAR BLOCK RETAINING WALL.
- FLUSH CURB.
- TRASH ENCLOSURE. SEE ARCHITECTURAL PLANS.

SITE DATA

PROPOSED ZONING:	R3C
TOTAL AREA:	165,971 SF
HARD SURFACE AREA:	
BUILDING:	27,597 SF 16%
PAVEMENT:	24,364 SF 15%
TOTAL:	51,961 SF 31%
PERVIOUS SURFACE AREA:	114,010 SF 69%



Know what's below.
Call before you dig.

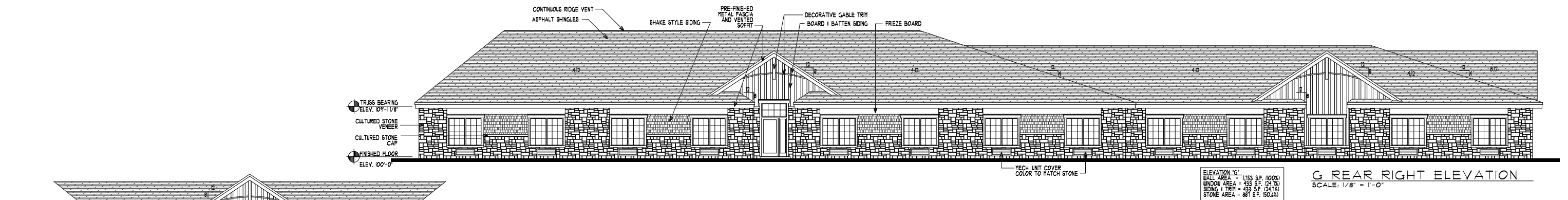
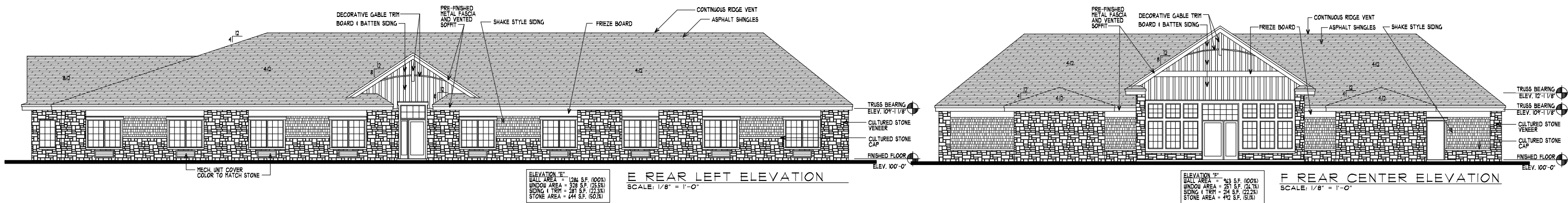
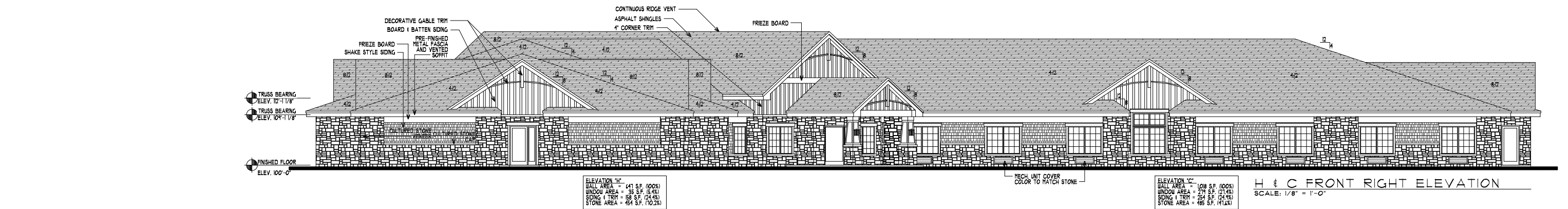
REVISIONS

1.	

DRAWN BY:	JTR
DESIGNED BY:	JTR
ISSUE DATE:	04/19/21

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

Name: Joseph T. Radach
Signature: _____
Date: 04/19/21 License #: 45889



ELEVATION 'B'
WALL AREA = 440 S.F. (100%)
WINDOW AREA = 150 S.F. (34.1%)
SIDING & TRIM = 108 S.F. (24.5%)
STONE AREA = 182 S.F. (41.4%)

B FRONT ELEVATION
SCALE: 1/8" = 1'-0"

COLE GROUP
ARCHITECTS, LLC.
216 Park Avenue South
Suite 102
Brentwood, MN 55106
(612) 454-4510
www.colegrouparchitects.com

These documents are not valid for building permit unless signed in ink and over sealed. Copies are not valid.
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 Architect under the laws of the state of MINNESOTA.
Name: NORMAN E. COLE

DEVELOPER:
VINCENT
DEVELOPMENT
14950 IRIS ROAD - LITTLE FALLS, MN 56345

PROPOSED 40 UNIT A.F.F.
SUMMERS RIDGE
OF INVER GROVE HEIGHTS
INVER GROVE HEIGHTS, MN

REVISIONS	COMMENTS	Project No.	Document Set:
1		21015	CITY SUBMITTAL
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