



Inver Grove Heights City Council
Monday, April 22, 2024 at 6:00 PM
8150 Barbara Ave, Inver Grove Heights, MN 55077

AGENDA

NOTICE TO RESIDENTS: Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, April 22, 2024, will be provided to the Council at or before the April 22, 2024 meeting.

1. Call to Order

2. Roll Call

3. Presentations

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.** Approval of Minutes of the March 4, 2024 City Council Work Session
- B.** Approval of Minutes of the March 11, 2024 City Council Meeting
- C.** Approval of Minutes of the March 18, 2024 City Council Meeting
- D.** Approval of Minutes of the April 1, 2024 City Council Work Session
- E.** Approval of Minutes of the April 8, 2024 City Council Meeting
- F.** Approval of Disbursements
- G.** Personnel Actions
- H.** Resolution Amending Position Classification Plan
- I.** Rubbish Hauler License Renewals
- J.** Resolutions Approving Amended Budgets for City Project Nos. 2024-09 D, F, G, H and I
- K.** Approve Budget Resolution and Award Contracts for City Project No. 2024-13 - Doffing Lift Station (Lift Station #2) Rehabilitation.
- L.** Resolution Scheduling Public Hearings for 2025 Pavement Management Projects 2025-09 D, E, and F
- M.** Resolution Approving a Joint Powers Agreement with Dakota County for Phase 1 Construction of the Veterans Memorial Greenway
- N.** Authorization to Issue Request for Proposals for Fire Station Location Study
- O.** Approval of Confidential Funds Policy for Police Department

- P. Resolution Requesting that Dakota County Ceremonially Name a Portion of CSAH 71 (Rich Valley Boulevard) to "Officer Ben Bidon Memorial Highway"
- Q. Resolution Approving Final Plat and Development Agreement for Buckley Corner Townhomes
- R. Approval of Development Contract Amendment and Potholing Agreement
- 5. **Public Hearing**
 - A. Massage Business and Therapist License Renewals
 - B. Application for New Tobacco Sales License
- 6. **Regular Business**
 - A. Rental Housing Licenses
 - B. Resolution Approving Therapy Dog Services Agreement for Police Department
 - C. Third Reading of Ordinance Establishing a Four-Year Term for the Office of Mayor
 - D. Presentation of 65th Street Small Area Plan
 - E. Rezoning, Preliminary Platting, PUD Development Plan and Easement Vacation for 7101 Argenta Trail
 - F. Request for Financial Assistance for Proposed Mutli-Family Residential Development - 7101 Argenta Trail
 - G. Request for Financial Assistance for Proposed Mutli-Family Residential Development - Agate Trail and 70th St. (continued)
 - H. Rezoning of Property South of Amana Trail, between Argenta Trail and Hwy 3 (Rise Capital - Case No. 24-06RZ) (continued)
- 7. **Public Comment**

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

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

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, March 4, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, March 4, 2024, in person. Mayor ProTem Murphy called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Council Members: Murphy, Gliva, Scales.

Remote: Mayor Dietrich and Council Member T’Kach

Staff Present: City Administrator Wilson, City Attorney McCauley Nason, City Planner Hunting, and Deputy City Clerk Malott.

3. DISCUSSION ITEMS

A. Multiple Family Zoning Ordinance Amendments

City Planner Allan Hunting presented the work plan for Multiple Family Ordinance Amendments.

The recommended changes to the ordinance:

1. Combining sections for ease and clarity

Regulations governing multiple family developments are primarily located in three sections of the code:

- a. CHAPTER 9 R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICTS
 - 10-9C-1: R-3a Multiple-Family Residential District
 - 10-9C-2: R-3B Multiple-Family Residential District
 - 10-9C-3: R-3C Multiple-Family Residential District
- b. CHAPTER 10-15 ARTICLE B. TOWNHOUSES
- c. CHAPTER 10-16 ARTICLE C. APARTMENTS; MULTIPLE DWELLINGS; CONDOMINIUMS; COOPERATIVES

Regulations found in Townhouse and Apartment sections have been combined with the R-3 sections, so all performance regulations specifically associated with multiple family developments are in Chapter 9.

2. Definitions

Definitions of dwelling types are found under multiple headings in the definition section of the code. Combining definitions under the category of single-family detached, single-family attached and multiple family will make finding the information easier. The recommendation is mostly structural and does not significantly change the meaning or text of the different residential properties.

3. Density

The current zoning ordinance has not been updated to match the comprehensive plan.

Zoning District	Corresponding Comp Plan Guiding	Current Density in Zoning Code	Proposed Density in Zoning Code
R-3A	Low-Medium Density Residential (LMDR), 4-8 units per acre	up to 6 units per acre	4 to 8 units per acre

R-3B	Medium Density Residential (MDR), 8 - 12 units per acre	7 to 12 units per acre	8 to 12 units per acre
R-3C	High Density Residential (HDR), 12-35 units per acre	more than 12 units per acre	12 to 35 units per acre

4. Permitted versus Conditional Use

In all R-3 districts, all forms of multiple family residential are only allowed by conditional use permit. The proposed code amendment would allow multiple family developments by permitted use. It will still require platting of the property and a Major Site Plan approval. There is still a public review process, and projects would be reviewed by the Planning Commission and the City Council.

5. Parking Requirements

The current code for multiple family developments is 2.5 parking stalls per unit. The parking standard for apartment building projects is also 2.5 stalls. The proposed ordinance would reduce the required parking for all multiple family developments from 2.5 to 2 parking stalls per unit. It is also recommended that one of the two stalls be enclosed. Staff suggests adding one stall of visitor parking for each 6 units in the development.

6. Building Height

The current code is 35 feet measured at the midpoint of the roofline. An increase in height may be approved with a conditional use permit. The height limit applies to all developments outside the Northwest Area which is approved for 60-70 feet. 35 feet is in line with the current standard in other cities and no change to this is suggested.

The action requested is guidance from Council on this proposed ordinance. The next steps would be preparing the full text ordinance amendment and conducting a public hearing with the Planning Commission.

Mayor Dietrich appreciates Staff working on this right away. It is more effective for finding the regulations.

Council Member T'Kach asked for clarification on parking, previously Council has looked at 1-1.5 per unit, would a one stall garage and a driveway cover the 2 units of parking.

Staff said it would satisfy the requirement. Regarding apartments, in 2023, there was an approval for a variance in the parking demand for an apartment building. Most cities require 2 parking spaces per unit.

Council Member Scales appreciates the effort to get the Code cleaned up.

Council Member Gliva asked if removing the Conditional Use requirement would reduce work for Staff and Developers.

Staff said it does reduce some costs in not needing to apply for a Conditional Use permit, but it is more to make multi-family buildings a permitted use because that is what these areas are intended for.

Mayor ProTem Murphy agrees with reducing the number of parking spaces required per unit. He asked if there was any value in the 35-foot height requirement in the Northwest as opposed to the 70-foot height requirement.

Staff is not suggesting modifying the building height requirement for the Northwest Area.

B. Pending Legislation Preempting Local Zoning Controls

City Administrator Wilson presented pending legislation preempting local zoning controls.

There are multiple bills that have been introduced in both the House and Senate:

- SF 3080 / HF 2235
- SF 3303 / HF3168
- SF 3964 / HF 4009
- SF 3980 / HF 4010
- SF 4601 / no HF at this time

HF 4009 is the bill on the House side that is moving through the process. It is also the most comprehensive bill. There is Bipartisan support and a broad coalition of advocates and industry organizations backing these bills. They are generally aimed at spurring the development of all types of housing and removing what some see as over-regulation by local governments.

Concerning Multi-Family housing, the bill states it must be allowed in commercial zoning districts. We have been trying to build up our commercial zoning districts. The bill does not require multi-family residential but it would be a permitted use. The bill also requires multi-family housing be permitted to be as tall as the tallest structure within ¼ mile radius up to 150 feet. The setback requirements can be no more than the smallest minimum setback requirement of a structure within ¼ mile radius. Affordable multi-family developments can exceed the height requirement by 35 feet and gets a 30% bonus on maximum density, lot coverage ratio, floor area ratio, or maximum impervious lot coverage. It doesn't receive all of the previous, but one bonus is able to be selected.

An affordable housing development is defined as:

A development where at least 20% of the units are for households whose incomes do not exceed 50% of the area median income (currently \$62,100 for a household of 4).

Or

At least 40% of the units are for households whose incomes do not exceed 60% of the area median income (currently \$74,950 for a household of 4).

The deed or declaration must also contain a restrictive covenant requiring the property to remain affordable housing for at least 30 years. These developments would not be able to offer affordable housing for 1-2 years and then decide to raise rates to market level.

For a city like Inver Grove Heights (inside the metro area and cities outside the metro with a populations of 10,000 or more), we would have to permit at least 6 types of Middle Housing other than single-family detached homes to be built on residential lots. Types of Middle Housing include Duplex, Triplex, Fourplex, Fiveplex, Sixplex, Townhouse, Stacked Flat (3 units), Courtyard Apartment, and Cottage Housing (4 units).

It also requires certain residential densities. We must permit at least 2 residential dwelling units per lot if more than ½ mile from a major transit stop. At least 4 residential dwelling units per lot if ½ mile or less

from a major transit stop. We currently do not have a major transit stop as defined by the bill which requires the City to designate a commercial district area as a major transit stop. If all units are "all-electric and efficient" or affordable, more units must be allowed, up to a maximum of 8 units per residential lot.

Cities may establish a minimum lot size of no more than 4,000 square feet for single-family detached, duplex, triplex, fourplex, fiveplex, sixplex, stacked flat and courtyard apartment. This is approximately 1/10 of an acre. Our existing zoning, we do not have a minimum lot size in the Northwest area. For example, in the Canvas development, lots average 3,500 square feet. Outside of the Northwest area, our R1-C has the smallest requirement of 12,000 square feet. None of the provisions of this bill are restricted to areas with municipal water and sewer. These requirements would apply citywide. The minimum for a townhome and cottage housing is 1,200 square feet.

There are additional Preemptions in the bill. Cities may require no more than 1 off-street parking space per residential unit, 0 if the development is within ½ mile or less from a major transit stop. This applies to all types of units, regardless of the size of unit. We cannot require Planned Unit Developments (PUD). The NWA requires applicants to use the PUD process. There is no public process for a property owner to subdivide their land. There would be no notice to adjacent property owners. It is subdividing and not rezoning. It prohibits cities from having Architectural or Aesthetic Mandates. Currently it is not believed that Inver Grove Heights has any of these requirements. It prohibits a minimum square footage requirements. In Inver Grove Heights, we require 1,000 square feet with no garage requirement. It also requires that an ADU be allowed on any residential lot. We do permit ADUs but under certain conditions for instance, size, location, and either the main house or the ADU to be owner occupied. We would no longer be able to require that.

SF3980 is receiving a hearing this week. There is a provision that would pertain to Inver Grove Heights because we have a rail line and airport.

Subd. 3. Proximity to certain transportation infrastructure states that a multifamily residential development must not be located less than 500 feet from a federal interstate highway, airport, or rail line. The limitation under this subdivision does not apply to a state trunk highway, county state-aid highway, or other local road. This would prohibit multifamily development around Heritage Village Park and other places. Land on the west side of Concord that is already owned by the City and the Dakota County CDA is within 500 feet of a rail line. Emergency shelters are also required in commercially zoned areas in this bill.

Administrator Wilson is requesting guidance on next steps. Wilson provided examples of letters that other cities have sent to the legislators and is asking if Council would like Staff to draft a letter to be sent as well. It is possible to connect with local legislators in person as well. The key points in the letters are regarding local control and how local officials are better to respond. For Inver Grove Heights, permitting commercially zoned areas to be used for multifamily units is at odds with what the priorities that the Council has expressed.

Mayor Dietrich would like to take direction from the majority of Council. It is important as elected officials we have input on these bills.

Council Member T'Kach would like to have meetings with the state elected officials and find where there are opportunities for editing these bills. She understands we need to allow more affordable housing and would like to provide alternate verbiage.

Council Member Scales does not agree with the Bills because it is taking control away from local government. He said it changes the direction of the City. The City and Residents know what is best for the City and this needs to remain a local matter.

Council Member Gliva said that this is an overreach by the State. As a City we plan public infrastructure and safety. Every city is unique, and it is important to be able to govern at a local level. This does not align with our Comprehensive Plan.

Wilson said this issue has been brought up and there is language in the Bills that say subject to the Comprehensive Plan but is unsure how it will work. There are different effective dates in each part of the bill, but the State Housing Agency, which does zero zoning and land use control, has to create a model ordinance by the December 31, 2024. Cities would have six (6) months to adopt these ordinances.

Council Member Gliva commented that the Met Council is a group of unelected officials. They may have great plans for our Metro area, but they are unelected officials.

Mayor ProTem Murphy understands there are statewide housing issues that need to be solved. He finds the Bills insulting to the residents and Council. It doesn't address the significant reasons why we have a housing crisis. Cities will spend time and tax payer dollars to try and fight this. He is fully supportive of a letter writing campaign and making sure our residents know. Murphy also agrees that meetings with the legislatures is very important.

Mayor Dietrich agreed with Staff moving forward and a meeting with legislatures and letting residents know.

Council Members Gliva and Scales support a letter.

Council Member T'Kach says we need to offer alternative language. She would like to meet with legislatures so we can let them know how we will be impacted. She would like to be proactive and find out the problems they are trying to solve.

Administrator Wilson's understanding is this is a shift in direction, City Fees at one point were thought to be what was causing the higher housing. This seems to not be as concerned as to what the housing rents for, but if there is more housing, it will lead to housing becoming more affordable. She does agree that solutions should be offered, for example, requiring municipal water and sewer be available. It also seems there is an intent to block public opinion. Neighborhood input blocks multifamily developments.

Staff will plan to draft a letter to be reviewed by Council on Monday. Administrator Wilson encourages 1 or 2 Council Members to be readily available to meet with legislatures. Wilson and the City Administrator for Mendota Heights did speak to Representative Mary Frances Clardy, and she has said she would be willing to facilitate a meeting with the sponsor of the bill.

Mayor ProTem Murphy asked if Staff had any recommendations regarding notifying residents.

Administrator Wilson can speak in front of the Planning Commission as well as use our social media accounts to make people aware that the City Council is monitoring this situation. It would be unusual request action by residents.

Council Member T'Kach asked where the most hurtful pieces of legislation or worst outcomes would be and if we need to target certain items with which we cannot agree.

Staff will look into the areas that would be most problematic.

Public Comment:

Patty McKulsky - 3397 67th Street E - presented support

Kelly Kaiser - 1953 59th Court E - presented support

C. Closed Session Pursuant to Minn. Stat. Sec. 13D.05 subd. (3)(c) (Consider Offer to Purchase Land)

Motion to move into closed session pursuant to Minnesota Statute 13D.05 subd 3c3, to develop or consider offer or counteroffers for the purchase of real property located at 6971 Dickman Trail Parcel #20-00200-56070, 20-39900-00170, 20-39900-00210, 20-39900-00250, and 20-00200-57093 by Scales, second by Gliva.

Ayes: 5

Nays: 0

Motion to move into open session by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

4. ADJOURN:

Motion to adjourn at 7:43p.m. Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons.

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 11, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, March 11, 2024. Mayor Pro-Tem John Murphy called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Council Members: Murphy, T’Kach, Gliva, and Scales; City Administrator Wilson, Public Works Director Connolly, City Attorney McCauley Nason, City Clerk Kiernan, Associate Planner Botten, City Engineer Merchlewicz, Finance Director Hove, Parks and Recreation Director Lares.

Remote: Mayor Dietrich

3. PRESENTATIONS: none

4. CONSENT AGENDA:

A. Approval of the Minutes of February 5, 2024 City Council Work Session

B. Approval of Disbursements, **Resolution 2024-035**

C. Personnel Actions

D. Resolution Authorizing an Amendment to the 2024 Budget of the Water Operating Fund, **Resolution 2024-036**

E. Resolution Approving 2023 Water & Sewer Cash Reserve Transfers, **Resolution 2024-037**

F. Resolution Approving 2023 Year-End Community Center Operating Transfer, **Resolution 2024-038**

G. Approval of Contract Amendment – Additional Professional Services for Heritage Village Park Phase 4 Project

H. Resolution Approving Lawful Charitable Gambling Premises Permit at Applebee’s, **Resolution 2024-039**

I. Resolution Approving Lawful Charitable Gambling Premises Permit at Los Portales Bar & Grill, **Resolution 2024-040**

Motion to approve Items 4A - 4E & 4G - 4I of the Consent Agenda by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve the Item 4F of the consent agenda by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING: none

6. REGULAR BUSINESS:

A. Dakota County Presentation on Veterans Memorial Greenway and Resolution of Support for Phase 3 Alignment

Brian Connolly, Public Works Director, introduces Tony Wotzka, Greenways Manager - Dakota County Parks Department, provided update on Veteran's Memorial Greenway, Review Phase 1 construction schedule and proposed impacts to Ridge Valley Park and an alignment modification to the greenway along 105th Street between Barnes Ave and Hwy 52.

Overview - 200-mile network of greenways connecting neighborhoods, parks, schools, community centers, and natural areas. Construction contract and construction on Phase 1, middle segment, to begin April 2024 with substantial completion by November 2024. Phase 2, Western segment, expect construction to begin in 2025/2026. Phase 3, Eastern segment, construction in 2025/2026. Provided public feedback from open houses, directly from city staff and council, and direct emails to the project team. There have been concerns about loss of property, increase in noise and crime, and speeding issues. There has also been support for the new greenway and the connections it will provide. They are continuing to address the concerns and work with the city to create a roadway that fits the needs of the city and the greenway system.

Presented to the Planning Committee in November.

- Build the trail wider and further away from the road where practical or where willing landowners would allow it
- Consider various screening opportunities between homes and road and trail
- Consider a narrower road to help slow driver speeds
- Consider a design that places enough trash containers along the route for trash, recycling, and composting
- Preferable to build a standard-width greenway trail to avoid conflicts on 8' trail or bike users on the roadway
- Make sure that the trail and boulevard are designed so that there is room for trash cans
- County could explore creating a parallel soft-surface equestrian trail
- Locating benches and waste containers strategically along the trail as well as the rail crossing

The original alignment was further to the South, where there are significant grades and slopes required were more than 6% which is not ADA compliant. This required additional private property acquisition and construction impacts. Feedback from the impacts on the Southern route led to the 105th Street alignment because of the impacts of construction and engineering challenges. 2030 and 2040 Comp Plans did include 105th Street route.

The action requested is to adopt the resolution supporting the alignment of the Veterans Memorial Greenway and allow City staff to work with Dakota County to complete design review for this segment of the Veterans Memorial Greenway, and to draft the agreements necessary with Dakota County related to the design and construction.

Council Member Scales asked if they had a picture representation of what the trail looks like in association with the road. Greenways Manager Wotzka said the bottom graphic on slide 8 is a cross section, with the least impactful for construction. Providing 11-foot lanes would be as narrow as it would get and deviating from 10-foot trails to 8-foot trails. This would limit construction on private property. It is a city road, and they would like to work with the city to develop what it will look like.

Council Member Scales asked if he knew what the current width of the road was, Public Works Director Connolly said that it was approximately 24' – 28' it's gravel and varies.

Council Member T'Kach asked if there will be utilities in the right of way area. Greenways Manager Wotzka said he believed they were all private utilities, Telecom, electric. Public Works Manager Connolly said it was outside of our service areas, no sewer or water utilities in 105th Street. A few culverts under the roadway, which would be replaced, maintained as is, or extended to accommodate the drainage needs. Council Member T'Kach asked if longer term maintenance was the County or City's responsibility. Greenways Manager Wotzka said the County would take full ownership of the trail maintenance. The road would be the City's responsibility. Council Member T'Kach asked about the Mississippi River Greenway in the East that could serve residents in the Northern part of the city. Is there any plan to bring a trail of any sort to the middle of the city? Like Barnes Ave so others in the city and the Northern part of the city could access the Greenway? Greenway Manager Wotzka said the two bookends would be the Mississippi River on the East and Mendota/Lebanon on the West. Council Member T'Kach said as the center of the city is getting more developed, it would be nice to have access to a Greenway.

Council Member T'Kach asked if it is possible to do this with a gravel road instead of a paved road. Greenways Manager Wotzka said they were constrained by the need to treat storm water and convey it to the right spots. With a gravel roadway, they are unable to get the proper space needed. Creating the curb and gutter allows them to move everything in. If gravel, the trail would have to be built outside of the roadway.

Council Member T'Kach addressed concerns of neighbors of speed. Asking if it is up to the County or City to set the speed limit on that road. Greenways Manager Wotzka said it was up to MNDOT, the road is designed to accommodate a safe speed of travel. They would work with the city to design the road. Public Works Director Connolly said the speed limit would be set after a speed study by MNDOT, their expectation would be the design speed of 30 MPH.

Public Comments:

Mike Janssen – 2785 104th Ct E – presented opposition.

Ricardo Berry da Francesca – 3175 105th St E – presented support.

Brenda Sabistina – 10380 Brenta Ave – presented opposition.

Jerry Jeffries – 3250 105th St E – presented opposition.

Marty Conzemius - 10450 Brent Ave – presented opposition.

Marilyn Weis – 2846 104th Ct E – presented opposition.

Maddie Janssen – 2785 104th Ct E. – presented opposition.

Motion to accept emails into record by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Council Member Murphy had a question about the routes and the meetings that were held and the environmental impact. Greenways Manager Wotzka explained that 117th was not put into the analysis due to the deviation of the Greenway standards and the goals for the Greenways. 117th does not connect schools or parks, it follows landfills, heavy freight traffic and a refinery. Environmental impact is what the final design will give us. With mitigation for wildlife, we have

previously created tunnels for animals and drainage features underground where they couldn't be seen. He said they held 2 open houses in 2022 focusing on the project. They were very high level in terms of design. Open house 2 went into the memorial notes. They've also presented to the cities, had pop up meetings and focus groups with homeowners they were able to contact. They also sent email blasts and would like to have additional feedback in the future.

Mayor Dietrich asked about the current alignment regarding the hill/slope/grade regarding ADA guidelines. Greenway Manager Wotzka said for 105th we don't see those issues, the route further South we had significant grading challenges. Mayor Dietrich verified that 105th was chosen because it would be ADA compliant, and they must follow those guidelines. Greenways Manager Wotzka confirmed.

Council Member Scales asked if there was a conversation about closing Inver Grove Trail at Highway 52. Public Works Director Connolly said there has been a conversation in the past about MNDOT making Highway 52 a major freeway. There are some challenges with two railroad crossings to make that work. It is his understanding that it will stay open, especially for emergency services having access to that part of town since there is no frontage road. It's not currently in the near-term plan.

Council Member T'Kach asked if it was possible to disconnect Hwy 52 from 105th and emergency vehicles could have access via a drop down so they can still get through, but cars could not. Doing this may address several concerns about growing traffic. Public Works Director Connolly said he couldn't speak to it because he has no experience in that area, but they can bring it up with the County. He would defer to the emergency services staff to see if they would have an interest in doing that. Greenways Manager Wotzka said his staff is engaging with MNDOT, they've had plans in place for improvements on Hwy 52. They will try to align the projects as much as possible. Conversations regarding ride in ride out will be had.

Motion to approve Resolution 2024-041 Supporting an amended alignment to the Veterans Memorial Greenway (Formerly the Rich Valley Regional Greenway) by Murphy, second by T'Kach.

Ayes: 4

Nays: 1 (Scales) Motion carried.

Motion to approve Resolution 2024-041 Supporting an amended alignment to the Veterans Memorial Greenway (Formerly the Rich Valley Regional Greenway) by Murphy, second by T'Kach.

Ayes: 4

Nays: 1 (Scales) Motion carried.

B. Consider a Comprehensive Plan Amendment for 6050 Cahill Avenue

City Administrator Wilson introduced Associate Planner, Heather Botten to present this item to change two parcels from MDR, Medium Density Residential to HDR, High Density Residential. This would allow a change from 8-12 units/acre to 12-35 units/acre. The plan is for 220 units. If approved, they will come forward with a final plat and public review of the site design. There would be an affordable senior building and work force housing. It would be consistent with the City's Comprehensive Plan for maintaining a balanced housing supply.

The action requested is to change the land use from Medium Density Residential to High Density Residential for a 6.3-acre parcel. The Planning Commission recommended approval of the

comprehensive plan amendment (6-0). If the comprehensive plan amendment is successful, an application for platting and conditional use permit will be required before development can occur. This later process provides for public review and comment on the actual site plan.

Council Member Gliva asked if it fell through with the developer if it would return from High Density Residential to Medium Density Residential. Associate Planner Botten said that there is a condition in the resolution that they have one year to submit the final plat. If it's not done within that time frame it would fall back within MDR. There is an inconsistency with the zoning of the property and the land use designation. It's zoned RD3, the highest density zoning, and the current medium density doesn't follow that zoning.

City Administrator Wilson reiterated that they recognize there are one or two situations in the community where land was changed in anticipation for development that did not occur and has been lingering for years. The language that gives the developer one year to get a final plat approval is to not put us in the same situation we have had elsewhere in the city.

Council Member Scales went to the open house and thought it was well received. He likes the product and that it's working with the land and the residents. He supports the change in zoning.

Public Comments:

Dustin Haviland, 5982 Cahill Ave & represent other owners at 5942 Cahill Ave - supports the comprehensive plan amendment in order for the last two single family owners the option to reclassify their properties

Council Member Gliva asked Associate Planner Botten if there was a reason it was half affordable senior housing and half workforce. Heather referred to the developer - Aaron Deidrick 1801 Connor Road B West Roseville - They try to provide a mix of housing options; it's likely going to be a phase project. They thought density wise 80 is appropriate for affordable senior housing. Workforce housing will attract more of a tenant base and have a broader audience they can serve.

Mayor Dietrich asked if Cahill space was 220 units. Associate Planner Bonner said the proposed unit is 220 units. City Administrator Wilson advised Cahill Place has 40 units.

Mayor Dietrich said Cahill Place has been a strain on public safety since they moved in, they would go to Hilltop which was understaffed at the time. She wanted some confirmation that public safety and the school district are prepared for this density and what it could bring. She listened to the resident and knows they have tried to keep the troubles they've had at arm's length. They are looking at moving, but there are people across the street in single family homes that are not moving. They've had the same experiences with just a 40-unit dwelling. Kids rolling down Cahill with no supervision, kids asking for money. She also spoke with a few of the business owners, they do not like the idea of this, some of their clients have been approached by panhandling type situations. She is in support of senior housing; they generally don't require active play areas that Cahill Place is missing. Developer Deidrick said this is different because Cahill Place provides family dwellings with 2-3 bedrooms. They aren't targeting families, seniors will be smaller houses, workforce will be studios, one bedrooms, and small portion of two bedrooms. They don't expect a lot of families to live there. Cahill Place has a vulnerable population with services. These units will be independent, this is not subsidized housing, and they are not catering to a vulnerable

population. It's a different clientele and a different product. They hire local management; Cahill is managed out of Duluth, and this is their only local property. With their current properties, they address issues head on and will do the same here.

Council Member Gliva asked if there was a reason they didn't pick multifamily market rate homes. Aaron Deidrick said his core business is affordable housing. They do some market rate but 80% is affordable. Preliminary market studies showed this was the right fit.

Council Member T'Kach said she liked the project and was also at the open house a few months ago and there was support for the project. She feels it fills a gap for workforce housing, there's a bus line nearby as well as the freeway. It makes it affordable for people to move out of their parent's house and out on their own. The developers have thought through a lot of things and likes that they're trying to keep the topography similar to how it is now. It meets a lot of the goals and kinds of projects they are trying to get communities to take advantage of. Aaron said they specialize in challenging sites and want to keep the land as natural as possible. They are 40 feet set back on the North/South line and are happy to do additional landscaping or fencing and want to make sure they're an asset to the neighborhood.

Council Member Murphy thinks it's a nice project in a nice spot and is appreciative of the senior housing. He wanted to verify if we don't have a design in a year we won't have any issues. City Attorney McCauley-Nason clarified that the submission of a final plat is required within one year. If that doesn't happen the city would still need to address the discrepancy in zoning.

Motion to approve Resolution 2024-042 Approving a Comprehensive Plan Map Amendment to Change the Land Use Designation from MDR, Medium Density Residential to HDR, High Density Residential by T'Kach, second by Scales.

Ayes: 4

Nays: 1 (Dietrich) Motion carried.

C. First Reading of an Ordinance Amending City Code Title 8, Chapter 4 Related to the Connection to Public Sewer System

Public Works Director, Brian Connolly, presented background, City Code requires a property to connect to public sanitary sewer within one year following availability to the property. Current State and County codes require regular inspection of subsurface sewer treatment systems (SSTS - or "septic systems") to verify they remain operationally compliant. Dakota County tracks and manages inspection records. City Building Inspection staff reviews the records regularly, part of building permit submittals. The City is responsible for enforcing the compliance with regulations in State, County and Local codes. There is not a similar connection requirement for properties to connect to a public water system.

The current code is from 1974, prior to several state and county code requirements governing the operation and inspection of septic systems were implemented. The connection requirement for sanitary sewer within one year has not been consistently enforced. There is an upcoming project along Argenta Trail (City Project No. 2023-09E) where sewers will be extended to four residential properties within Metropolitan Council's 2040 Municipal Urban Service Area (MUSA). Some of these properties have invested in and recently installed septic systems that are compliant

and are likely to have 15-20 years of service remaining. Requiring these residents to connect with a public sewer system and disconnect from their currently compliant system is costly to them. They're not creating issues or polluting. For properties with non-compliant systems, this code change has no impact over past connection requirements. Non-compliant systems will have one year to connect to the City sewer once available.

Key Ordinance Provisions - Compliant systems will be allowed to remain in-place without connection to the public sanitary sewer system if the system remains in compliance. If they become non-compliant, the property owner will have until the end of the calendar year after the system is found to be non-compliant to connect to the public sanitary sewer system. For current Non-Compliant Systems, if posing an imminent threat to public health or safety, they will need to connect to the public sanitary sewer system within 30 days of receiving a notice of non-compliance from the City's Building Official. If there is not an imminent threat to public health, but identified as failing to protect groundwater, they will need to connect to the public sanitary sewer system within ten months of receiving a notice of non-compliance from the City's Building Official. Compliance is defined as meeting all State, County and City statutes, rules and regulations governing the operation of an SSTS (septic systems). The City's Building official may require a compliance inspection of a septic system where extension of a public sanitary sewer system enables connection of a property to the public system to determine compliance.

Unchanged Existing Regulations are a Dakota County County-wide ordinance for SSTS: Dakota County Ordinance No. 113. City has a code section dedicated to SSTS requirements (City Code 8-4-5). New septic systems are required to be inspected by a licensed inspector and an as-built has to be provided to Dakota County. Properties with septic systems are required to receive a compliance inspection prior to the sale of the property. It needs to be performed by a private inspector certified by the MnPCA. A copy of the inspection is to be provided to the City. Non-Compliance notices will be provided by the City's Building Official where applicable.

The action requested is to consider the first reading of the ordinance included in tonight's council packet. Council may also wish to waive the requirement for 3 readings of this Ordinance.

Mayor Dietrich said this will go a long way for our community's environment long term.

Council Member Scales said it's a good thing for the community and he is in favor of waiving the 3 readings.

Council Member T'Kach asked how it might impact people with homes hundreds of feet from the new sewer. Public Works Director Connolly said as long as their system is functioning it would not have an impact on them, but if they became non-compliant, they would be required to connect to the sewer. The goal from a public perspective is to provide service where we can and protect the natural resources. We're providing an alternative for them to connect.

Council Member T'Kach also asked if they currently have a septic system and want to put in a new one, would they be permitted to do so. Public Works Director Connolly said they are permitted to use their current system as long as it is Compliant, but if they have access to public sewers, they would have to connect to it instead of installing a new septic system.

Motion to waive three reading rule by Scales, second by Gliva.

Ayes: 4

Nays: 1 (T'Kach) Motion fails.

Motion to approve the first reading of an Ordinance amending Inver Grove Heights City Code, Title 8, Chapters 4 and 5 Related to connection to the public sanitary sewer system by Gliva, second by T'Kach

Ayes: 5

Nays: 0 Motion carried.

D. Approval of Letter to Legislative Delegation Regarding Local Zoning Preemption Bills

City Administrator Kris Wilson presented a letter addressed to the two members of the Minnesota House, Representative Mary Frances Clardy and Representative Rick Hansen that represent Inver Grove Heights. It expresses the city's opposition to House File 4009 and other similar pieces of legislation proposing to remove land zoning authorization from the City and moving it to the State. The Bill requires that multifamily housing be allowed in all Commercial Districts. The Bill also requires all residential lots to be allowed to develop at least 2 units per acre. It could be closer to 6 or 8 units per acre mandated by the state.

In the letter there are five main points of opposition. The first is about allowing multifamily housing in commercially zoned areas. The City has been trying to fill our commercial areas with commercial activity and objects to that provision. Secondly, it requires cities to allow higher density in areas where we already have water and sewer pipes and streets built for a certain level of density. This may require expensive expansions at a cost to the City. The third point urges them not to require Cities to designate an area as a transit stop. If the City doesn't have a major transit stop, the City must pick a specific area in a Commercial District to serve that purpose without transit being provided. There is transit service in areas of Inver Grove Heights, but we don't have what is considered a major transit stop. Fourthly, House File 4009 prohibits public hearings and other public forums in certain areas. Requiring more things to be done and approved by staff and less done in public forums. Lastly, this is not limited to areas with Municipal water and sewer services. The largest lot that a City can require is 4,000 sq ft or one tenth of an acre. This would be a huge change and it would be hard to envision how it would be served by Municipal water and sewer.

The Senate released a language this afternoon; similar to House File 4009 but differs in a few ways. The Senate language does not prohibit the public hearings that the House bill does. It does not mandate a major transit stop. It includes Cities from prohibiting emergency housing (shelters for unhoused individuals). They can be prohibited in Residential, Agricultural, or Heavy Industry zones. They would have to permit it in Commercial zones.

The Senate language also prohibits Cities from requiring creation of a Homeowner's Association. Many responsibilities fall on Homeowner's Association regarding open spaces and managing spaces. We would need to look at the impact of not being able to require a Homeowner's Association. The Senate does define multifamily housing as a building of eight residential units or more.

Administrator Wilson suggests if approval of this letter, a similar letter be drafted to the Senators for the Agenda on the following weeks meeting.

Mayor Dietrich agrees with Administrator Wilson to craft a letter to be sent to the Senate as it is moving quickly.

Council Member Murphy asked for timing on the letters. Administrator Wilson advised the letter is dated with tomorrow's date and is prepared for Mayor Dietrich's signature and they could send the letter for the Representatives tomorrow.

Council Member T'Kach asked to repeat the Homeowner's Association requirement in the Senate Bill. Administrator Wilson repeated that the Municipality cannot condition approval of residential developments on creation of a Homeowner's Association. It is new language, and it raises questions.

Council Member Murphy asked if the normal Homeowner's Association responsibilities could fall back to the City and increase costs. Administrator Wilson was unsure if it would change any current HOA, but it may impact future buildings. Council Member Murphy's concern would be Homeowner's Association contract renegotiations.

Council Member Gliva asked to repeat the emergency housing. Administrator Wilson said the Senate language includes language that says the City cannot enact an ordinance that prohibits emergency shelter facilities, but they can prohibit them in areas zoned for Residential, Agricultural, and Heavy Industrial zoning. The provisions are new, and we would need to do a thorough review of what our zones permit.

Council Member Scales agrees with sending the letter tomorrow. Question about acreage, 1/10th of an acre, it doesn't matter if it's city sewer and water or well and septic, if someone has 5 acres, they could put 50 lots on it? Administrator Wilson verified with a lobbyist with the League of Minnesota Cities that there was no current provision about requirements for applying to areas with municipal water and sewer. At the City Planner level, it brings up more concerns that those writing the legislature would not think through.

Council Member Murphy appreciates Administrator Wilson writing the letter and supports sending the letter and drafting one for the Senate.

Council Member T'Kach has heard from house authors that are hearing about House File 4009 and have been working hard to make some changes to the concerns we've addressed. Minnesota has a housing and affordability problem that can't be dealt with at a local level. It is an attempt to create consistency across the board. We should do our fair share to support the effort, but the bill will continually evolve. She has heard from residents about the cost of housing and the lack of affordable housing here. Without better access to housing for young workers, our local economy is going to suffer. The Chamber of Commerce, housing developers, business organizations, and a lot of other groups support this bill. We need housing for teachers, for fire fighters, who need to be in the community and may not be able to afford to live here with those jobs. She believes it's premature to send the letter and would like to wait one or two weeks and does not support the City voting against any and every bill that proposes these types of legislation.

Council Member Murphy can't support anything that takes away local control. Not all cities are the same and have different needs. He agrees there is a housing crisis and is supportive of a variety of housing in Inver Grove Heights, but local control needs to decide what is needed.

Council Member Gliva asked what the City's fair share is and who should decide that. The second agenda item just approved a medium density to a high-density housing project. For someone at the State level to tell the City to fill Commercial space with multifamily housing is a complete overreach.

Council Member Scales said he doesn't believe the State getting involved will help.

Mayor Dietrich has spoken with other Mayors in the area, feels it's imperative to send the letter.

Council Member T'Kach is happy to hear the Senate version does not block public forums.

Motion to Approve Letter to Legislative Delegation regarding local zoning preemption bills by Gliva, second by Scales.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

7. PUBLIC COMMENT:

Kelly Kayser - 1953 59th Court E - presented support for the Letter to Legislative Delegation.

8. MAYOR AND COUNCIL COMMENTS: none

6E. CLOSED SESSION Pursuant to Minnesota Statue 13D.05, Sub. 3B (Attorney - Client Privilege)

Motion to Move into Closed Session pursuant to Minnesota Statute 13D.05, Sub. 3B to discuss the matter of *IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION, AFFF* Multi-District Litigation No. 2873, and potential PFAS-related litigation and class action settlements by Scales, second by Gliva

Ayes: 5

Nays: 0 Motion carried.

Motion to move out of Closed Session and back into open session by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

9. ADJOURN:

Motion to adjourn at 8:44 p.m. by T'Kach, second by Murphy.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons.

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, March 18, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, March 18, 2024. Mayor ProTem Murphy called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Council Members: Murphy, Gliva, T’Kach and Scales.

Remote: Mayor Dietrich

Staff Present: City Administrator Wilson, City Clerk Rebecca Kiernan, City Attorney McCauley Nason, Parks & Recreation Director Lares, Fire Chief Judy Thill, City Engineer Merchlewicz, Assistant City Engineer Dodge, Associate Planner Botten, and Assistant Fire Chief Eric Bergum

3. PRESENTATIONS: none

4. CONSENT AGENDA:

- A.** Approval of Disbursements, **Resolution 2024-043**
- B.** Personnel Actions
- C.** Resolutions Awarding Contract and Approving Budgets for City Project Nos. 2024-09 D, F, G, H, and I as part of the 2024 Pavement Management Initiative **Resolutions 2024-044, 2024-045, 2024-046, 2024-047, 2024-048, & 2024-049**
- D.** Resolution Awarding Contracts for Construction Geotechnical Testing and Survey Staking Services for 2024 Pavement Management Initiative Projects, **Resolution 2024-050**
- E.** Resolution Approving Final Plans & Specifications and Authorizing Advertisement for Bids for ADA Pedestrian Ramp Improvements (City Project No. 2020-03), **Resolution 2024-051**
- F.** Resolution Approving Contract with Wold Architects & Engineers for Central Maintenance Facility Needs Analysis and Site Plan Development (City Project 2017-01), **Resolution 2024-052**
- G.** Resolution Approving Natural Resource Management Plan for Salem Hills Park / Harmon Park Reserve, **Resolution 2024-053**
- H.** Authorization to Purchase Golf Course Beverage Carts
- I.** Approval of 2nd Amendment to Declaration of Reciprocal Easements and Restrictive Covenants
- J.** Authorization to Purchase New Motors for Fire Department Boat

Motion to approve the Consent Agenda Items as presented by Scales, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING: none**6. REGULAR BUSINESS:****A. Ordinance Amendment for Industrial Office Park Zoning District and Conditional Use Permit for 8360 Courthouse Blvd, Ordinance 1472 & Resolution 2024-054**

Associate Planner Botten presented the requested use for a Zoning Code Amendment to allow a Recreation Center as a Conditional Use in the IOP (Industrial Office Park) zoning districts and a Conditional Use Permit to allow a Recreation Center to be operated out of an existing building in an IOP zoning district at 8360 Courthouse Blvd, Ste 100. This facility would be open to the public for leisure, amusement, and recreation activities.

The Soccer Club would occupy approximately 25% of the building and would include indoor turf, a hard court, office and a conference center. Peak operating times would be nights and weekends. Traffic would come off of Barnes Avenue and enter the Easterly access, driving through with drop off access and a left turn only onto Barnes. There are approximately 27 parking spaces in front of their building. There are over 100 spaces available for the entire building.

Staff recommends approval of the ordinance amendment and conditional use permit with 6 conditions. Since the Planning Commission meeting, conditions 5 and 6 have been added.

1. All parking/drive aisles areas shall be properly marked and follow all fire and building code requirements.
2. The applicant must apply for and obtain a building permit for any signage or building improvements.
3. Operation of a new business may not commence until an Occupancy permit is obtained from the City Inspections Department.
4. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
5. The Recreation Center - Soccer Club training space shall be limited to a soccer training center and due to the limited parking spaces available, no tournaments, scrimmages, or games shall be held at the facility.
6. No parking or stacking of vehicles is allowed on Courthouse Blvd.

At the March 6, 2024 public hearing, the Planning Commission recommended approval of the Ordinance Amendment and Conditional Use Permit (6-0).

Jonathan Weber - 10394 Andrea Trail - President of Wave Soccer Club presented information about the proposed soccer club. It is a combination of recreational and competitive soccer for 8 to 21 year-olds under Minnesota Youth Soccer Association. They are made up of 47 teams. Their run time would be weekend nights from 5:00 p.m. to 10:00 p.m. and weekends from 9:00 a.m. to 10:00 p.m., but not necessarily throughout all of the hours. This would serve as an additional training space, and they plan on utilizing the domes they currently use (3). Most teammates ride share and there would be approximately 10 cars per

team. There would only be 4 teams training at the same time, but their start times would be staggered to limit car flow. The planned exit has no right turn sign when exiting and they will enforce it as well as no entry or exit thru Ann Marie Trail.

They prefer an Industrial Building as opposed to a Commercial Property because they have larger ceiling heights, easier access, and the hours of operation are typically opposite of the businesses that are operating in the same building. Commercial Properties are typically smaller, have lower ceilings, and often include restaurants that would be occupied during the similar hours.

They are planning a hard court in the front 50' X 70' and would be utilized for Futsal (soccer with a weighted ball), Pickle ball, and training skills. There would also be a weight training area as well. The conference room would be large enough to fit the entire team. They will work diligently to make sure there are no issues with their neighbors. They have members across the Metro area and would like to have a central location and be open and accessible to all to promote the love of soccer.

Presented the City of Eagan's current City Ordinance where Commercial Recreation space is already approved in their Industrial Zones. Mr. Weber also presented images of previously viewed properties they had viewed as well as mapping directions to the facility from different locations showing it would not have a high impact on the local neighborhoods.

The action requested is to approve the Amendment to the Zoning Code Ordinance to allow a recreational facility in an Industrial Office Park zone as well as to approve a Conditional Permit.

Public Comments:

Paul Hark - 8119 Courthouse Blvd - presented opposition

Sharon Robinson - 8410 Annalisa Path - presented opposition

Megan Sturm - 8700 Ann Marie Trail - presented opposition

Jill Sampson - 8660 Ann Marie Trail - presented opposition

Jacob Gonsior - 8700 Ann Marie Trail - presented opposition

Rachel Doubre - 8315 Annalisa Path - presented opposition

Ben Davidson - 8453 Courthouse Blvd - presented opposition

Denton Bruening - 8475 Ann Marie Trail - presented opposition

Tom Cahill - 8525 Ann Marie Trail - presented opposition

Leslie Cooper - 8325 Courthouse Blvd - presented opposition

Jeff Johnson - 8690 Ann Marie Trail - presented opposition

Dale Comer - 8305 Angus Ave - presented opposition

Dan Stanton - 8459 Courthouse Blvd

Suzanne Aten - 8355 Angus Ave - presented opposition

Randy Sampson - 8660 Ann Mariel Trail - presented opposition

Heather Klokens - 8655 Ann Marie Trail - presented

Rochelle Davidson - 8453 Courthouse Blvd - presented opposition

Jayne Thalhuber - 8708 Ann Marie Trail - presented opposition

Motion to receive an additional 20 emails into record by Gliva, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

Pro-Tem Mayor Murphy would like to have the residents’ questions regarding traffic and routes. Administrator Wilson said there has not been a traffic study for this purpose. There have been some broader studies done in the past. The unofficial determination from the Public Works Director is that the street can handle this from a design perspective.

Pro-Tem Mayor Murphy asked if the ordinance was approved, how else would it impact the industrial park. Administrator Wilson said recreational centers would become a conditional use in the IOP district if this motion is approved. It’s possible another recreational space could come in and rent space in the facility, but they would need to obtain a Conditional Use permit from the City. A business meeting those conditions are entitled to the permits.

Council Member Scales said they are trying to do what’s best for the City and the residents. He has also taken multiple routes via GPS. He’s struggling with changing what is permitted in the Industrial Zone.

Council Member Gliva attended the Planning Committee meeting. She thought it was a great program. She said Ann Marie is not an easy road to navigate if you’re not familiar with it. She thinks it’s a really good opportunity, but unsure if it matches the space.

Council Member T’Kach said there are other areas that the applicant can possibly take advantage of this. She’s worried this could change the dynamic because other types of recreational facilities could move into these areas.

Mayor Dietrich thanked everyone who emailed and showed up to voice their concerns. She reviewed the numbers and with the potential of 40 vehicles per rotation, there will be some vehicles that will use the Ann Marie, approximately 10 vehicles per hour and it doesn’t reach the peak number of vehicles that the road is equipped to handle.

Pro-Tem Mayor Murphy agreed it is a difficult decision. Safety of the children is first and foremost, but that is the same for the entire city. He said the issue with large trucks is likely an issue that should be brought up another time. He thinks the club would be a good addition to the City.

President of Wave Soccer Club, Jonathon Weber, said he understands the concerns of the neighborhood. They are non-profit club. He is a volunteer and said they have scouted many buildings and has been unable to find any alternative building that would fit the needs of the

club. He will make sure during parent meetings the maps are front and center. The building suits every need they have, and they cannot afford to make alterations to other buildings.

Council Member T’Kach would like to separate the issue. This is not specific to the Wave Soccer Club, it’s regarding the change of use of the Industrial Zone.

Motion to approve Resolution 2024-054 to deny an Amendment Ordinance to City Code Title 10, Chapter 6, Section 2 amending the land use table to use table to add recreational center as a conditional use in the IOP, Industrial Office Park Zoning District by T’Kach, second by Gliva.

Ayes: 3

Nays: 2 (Dietrich, Murphy) Motion carried.

Motion to Deny a Conditional Use Permit for a Recreation Center by Gliva, second by T’Kach.

Ayes: 3

Nays: 2 (Dietrich, Murphy) Motion carried.

Council Member Gliva, T’Kach, and Scales denied the motion because it is not a permitted use in the IOP, Industrial Office Park Zoning District.

B. Variance to Allow More than One Detached Accessory Building at 3834 64th Street, Resolution 2024-055

Associate Planner Botten presented the request to allow more than one detached accessory building to a property zoned R1C. The code allows one detached accessory building up to 1,000 square feet. It currently has a 256 square foot detached porch that is not visible from the cul-de-sac. The proposal is to add a 624 square foot structure that would be in compliance with all building codes. The combined size of both structures would be under 1,000 square feet.

The action requested is to approve two unattached accessory structures on an R-1C zoned property. Staff recommends denying the request. They do not want to set a precedent for allowing more than one detached structure on R-1C zoned properties.

Council Member T’Kach confirmed that the owner could add on to the current structure. Associate Planner Botten confirmed he could.

Applicant Mike Christensen - 3834 64th Street - would like the exception to be considered. He would like an additional structure for boat storage/wood shop. He has the space to accommodate the structure and it will not impact his neighbors.

Council Member Gliva asked how long he has had his porch. Christensen said the patio had been there 15 to 17 years.

Council Member Scales said they have done a lot of work to update Ordinances to make sense the majority of the time.

Council Member T’Kach said 15 years ago when he built the structure, there were no minimums to the number of structures. Had this Ordinance been in place, he may have attached the porch to his house. Associate Planner Botten confirmed that structures over 120 square feet, there has always been a maximum of one.

Motion to approve Resolution 2024-055 to deny a variance to allow two detached accessory structures whereas one in is the maximum allowed by Dietrich, second by Scales.

Ayes: 4

Nays: 1 (T’Kach) Motion carried.

C. Third Reading of Ordinance Amending City Code Related to Residential Accessory Structures, Ordinance 1473 & Resolution 2024-056

Associate Planner Botten presented the Third Reading to amend the City Code related to Residential Accessory Structures. The First Reading was approved February 12th. The Second Reading on February 26th, it was requested by Council to get additional information to the Public before the Third Reading. They had two residents come to City Hall and received one email. There were also two phone calls. There were no major changes between the Second Reading and Third Reading.

The major changes to the Ordinance are for lots greater than 5 acres that are zoned A or E-1. The proposed changes increase the maximum size allowed for accessory structures. For properties 5-7.49 acres there is an increase from 2,400 gross sq ft to 3,000 gross sq ft. For properties 7.5-9.99 acres there is an increase from 2,400 gross sq ft to 3,500 gross sq ft. For properties 10 acres or more there is an increase from 2,400 gross sq ft to 3,750 gross sq ft.

Additional proposed language is for properties without an attached garage to be permitted to have one detached garage up to 750 square feet in addition to the accessory building or buildings permitted in this section. There is also a definition of Gross Square Feet to measure the exterior face of the exterior walls. The language regarding the placement of the structures has been removed since it is covered under building code requirements. There was also an addition to limit the number of additional accessory structures under 120 square feet to two.

The action requested is to approve the Third and Final Reading of the Ordinance Amending certain Accessory Structure Regulations and to approve the Summary of Ordinance for Publication.

Mayor Dietrich asked if the two items could be covered in one motion. Associate Planner Botten confirmed that they could be done in one motion.

Council Member Scales thanked Associate Planner Botten for doing the work to get this done.

Motion to Approve Third and Final Reading of an Ordinance 1473 and Motion to Approve Resolution 2024-056 Summary Publication of Ordinance 1473 Amending City Code Title 10, Chapter 15, Section 18, Accessory Structures, Title 10, Chapter 7, Section

2.B Bulk Standards Title 10, chapter 8A, Section 2.B Bulk Standards, and Title 10, Chapter 2, Section 2, Definitions related to accessory structure standards by Scales, second by T’Kach.

Ayes: 5

Nays: 0 Motion Carried

D. Second Reading of Ordinance Establishing a Four-Year Term for the Office of Mayor

Administrator Wilson presented this item. The Inver Grove Heights City Code currently establishes a 2-year term for the office of Mayor and a 4-year term for the office of City Councilor. Minnesota allows cities like Inver Grove Heights to have either two or four-year terms for Mayor. The changes must be done by ordinance, adopted, and published at least 4 weeks prior to the close of the filing period to run for office. This Ordinance would not extend the term of the current office holder.

According to the League of MN Cities, the majority of Minnesota cities have a 4-year term. Inver Grove Heights is the largest city in Minnesota to have a 2-year term in Minnesota. A 4-year term is consistent with City Council seats and allows the Mayor time to settle-in and learn the job before considering running for re-election.

Staff has posted on social media, e-news notifications and has posted flyers. The topic is the front-page article for the Spring Insights newsletter and should be delivered to residents the first week in April. As of now, 29 emails have been received, 22 in favor and 7 against the changes. The Third Reading is planned for the April 22 City Council Meeting.

The action requested is to accept the emails into the record and approve the Second Reading of the presented ordinance, establishing a 4-year term for the office of Mayor.

Motion to accept 2 additional emails into record by Gliva, second by T’Kach.

Ayes: 5

Nays: 0 Motion carried.

Council Member T’Kach asked if Inver Grove Heights has recall. Administrator Wilson said Statutory Cities in Minnesota do not have the option for recall. There are also no term limits and no right to establish term limits. Council Member T’Kach asked if it was an option to change term limits for Council Members. Administrator Wilson said they follow the Statutes given by the state and she doesn’t believe they could choose different term limits for Council Members. Attorney McCauley Nason confirmed that the Statute sets a 4-year term for Council Members.

Mayor Dietrich is thankful that residents are giving feedback.

Council Member T’Kach has a concern about the change taking place for the 2024 election and thinks it should be let go for a term. She is not opposed to a 4-year term, but prefers it not take place for the 2024 election.

Public Comment:

Kelly Kayser - 1953 59th Ct E - presented support.

Council Member Murphy said it takes so long to get things done at the City level and for a Mayor to have to worry about re-election so soon is hard to get things done.

Council Member Gliva wanted to verify there were no changes to the First Reading. Administrator Wilson confirmed there were no changes.

Motion to Approve the Second Reading of an Ordinance Amending City Code Title 1, Chapter 7, Section 2; Elected Offices; Time and Term by Scales, second by Gliva.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

E. Second Reading of Ordinance Amending City Code Title 8, Chapter 4 Related to Connection to Public Sanitary Sewer System

Administrator Wilson presented this item. There were no changes from the First Reading to the Second Reading.

Currently the City Code requires a property connect to public sanitary sewer within one year following the availability sanitary sewer system. There is an upcoming project to extend sewer to new properties. Recently some of these properties have upgraded or installed new septic systems. It seems unfair to require these owners to connect to the public sewer system.

If the property has a compliant septic system, they will be able to continue using that system provided they remain compliant. If the septic system becomes non-compliant, they will need to connect to the public sewer system and would not be permitted to install a new septic system. If a system becomes non-compliant and poses an imminent threat to public health and safety, they will have 30 days to connect to the public sewer system. If they become non-compliant and are not posing an imminent threat to public health and safety, they will have 10 months to connect to the public sewer system.

The action requested is to approve the Second Reading of the Ordinance to amend City code related to the connection to public sanitary sewer system.

Council Member T'Kach wanted to confirm that a property would not be able to replace a septic system if there is public sewer access. Administrator Wilson said that once there is public sanitary sewer access, they would not be able to receive a permit to replace their current septic system with a new one. They would be required to connect to the public sanitary sewer system.

Council Member Murphy asked if he could make a motion to waive the Third Reading and approve the publication. Attorney McCauley Nason confirmed he could make a motion to waive the Third Reading.

Motion to Waive the Third Reading by Murphy, second by Scales.

Ayes: 4

Nays: 1 (T'Kach) Motion failed.

Motion to Approve the Second Reading of an Ordinance amending City Code Title 8, Chapters 4 & 5 Related to Connection to Public Sanitary Sewer System by T'Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

F. Approval of Letter to State Senator Regarding Local Zoning Preemption Bills

Administrator Wilson presented this item. At the previous City Council Meeting a letter was approved to be sent to the State House Representatives. The Senate bill language was influx and has since been confirmed. The letter has been updated to include the proper bill number and remove areas of concern that appeared in the House bill but is not included in the Senate bill.

Mayor Dietrich appreciates both letters being put together and the professional wording.

Council Member T'Kach agrees that both letters layout the problems. She doesn't agree with all of the wording in the bills, but wishes our letters addressed the housing problem and provided alternatives. Administrator Wilson said one of the pieces of feedback is that we need to propose solutions to the housing problem. If this does not pass this year, it does not mean this concern will go away.

Council Member T'Kach asked if Administrator Wilson thought the bill would not pass. Administrator Wilson said that it has been waiting for the next committee meeting and it has not been scheduled. Council Member T'Kach would like to discuss options in a Work Session if time permits.

Council Member Scales said the letter is appropriate and thinks it should go as is. He said the solutions that may work for Inver Grove Heights may not work for other cities and does not think we should suggest solutions at this time.

Council Member Gliva agrees with Council Member Scales. It should go out as is and is supportive of working on housing, but it should be done under local control.

Council Member T'Kach wants to put solutions out for what will work for the City of Inver Grove Heights.

Council Member Murphy would like to solve problems, but the letter needs to be sent to the Senators to address the current issue.

Motion to Approve the Letter to State Senators Regarding Local Zoning Preemption Bills by Gliva, second by Scales.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

G. CLOSED SESSION Pursuant to Minn. Stat. Sec. 13D.05, subd. (3)(c)(3) (Consider Offer to Acquire Land)

Motion to move into Closed Session pursuant to Minnesota Statute Section 13D.05, Subdivision (3)(c)(3) to consider offer to acquire land located at 6971 Dickman Trail and property located on Dickman Trail and legally described as Lots 14-17, OM Johnson Addition identified by parcel numbers 20-00200-56070, 20-39900-00170, 20-39900-00210, 20-39900-00250, and 20-00200-57093

and by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to move out of Closed Session into open session by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

H. Authorization to Submit DEED Host Community Grant Application for State Fiscal Year 2024 and to Submit Amended Grant Application for State Fiscal Year 2023

Administrator Wilson presented this item. The City of Inver Grove Heights is one of a few cities in Minnesota that is eligible for this grant, being a Host Community for a landfill. Staff is seeking permission to submit the application for a grant to purchase land in the block South of Heritage Village Park. The City owns several parcels on that block and would look to purchase additional parcels from the current owner, Republic Services.

Mayor Dietrich supports the conversation.

Motion to Authorize submission of DEED Host Community Grant Application for State Fiscal Year 2024 and to submit amended Grant Application for State Fiscal Year 2023 by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT: none

8. MAYOR AND COUNCIL COMMENTS:

Mayor Dietrich is excited the South Valley Park will be completed and open this spring. Thanks to the Parks and Recreation Staff.

Council Member Gliva congratulated the IGH Fire Department for being awarded Exploring Cadet Program which is a National award. They received the Junior Fire Fighter Program Award.

9. ADJOURN:

Motion to adjourn the meeting at 8:47 p.m. by Scales, second by Gliva

Ayes: 5

Nays: 0 Motion Carried.

Minutes prepared by Recording Secretary Sara Lyons

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, April 1, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE**

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, April 1, 2024, in person. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich, Council Members: Murphy, Gliva, T’Kach and Scales.

Staff Present: Administrator Kris Wilson, City Attorney McCauley Nason, Chief Chiodo, City Engineer Merchlewicz, Public Works Director Connolly, Parks and Recreation Director Lares, and Deputy City Clerk Malott.

3. CONSENT AGENDA

Motion to approve Charitable Gambling Permit for U of M Ducks Unlimited - Bingo and Raffle by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

4. DISCUSSION ITEMS

A. Upcoming Dakota County 80th Street Roadway and Pedestrian Crossing Improvements

City Engineer Merchlewicz introduced Bryce LeBrun presenting this item for Dakota County Transportation Department. This project was identified by the Dakota County Pedestrian Crossing Safety Assessment done in 2021 and 2022. The goal of this assessment was to develop countywide guidelines. 80th Street E and Barbara Avenue near the Veterans Memorial Community Center was included in the initial review. The recommendation at the time was to take no action in lieu of a lane reduction.

Project limits are from Babcock Avenue to just past Boyd Avenue on State Aid Highway. Previously there was a lane reduction in front of the high school and middle school. Dakota County did receive a grant from the state for \$250,000 for improvements including pedestrian ramp/school driveway reconfigurations. There will be an improved pedestrian crossing at Barbara Avenue and some signal revisions and a reduction from 4 lanes to 3 lanes. Currently it is over 100 feet to cross as a pedestrian. The lane reduction will lower it under 100 and make it safer for pedestrian crossing.

School area improvements will include replacing ramps, reducing distances across streets, and straightening out ramps. We want to avoid having students walk out on to 80th.

Project Time Line:

Data Collection/Analysis & Preliminary Plans/Estimate	November 2023 to April 2024
Stakeholder Surveys & Engagement Meetings	March 2024 to September 2024
Open House #1	March 28, 2024
60% Plans/Estimate	July 2024

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Open House #2	September 2024
90% Plans/Estimate	September 2024
Final Plans/Estimate and Bidding	November 2024
Construction	Spring to Fall 2025

The first open house there were a few dozen people in attendance including Commissioners and Council Members. There was positive feedback given.

Mayor Dietrich asked if any feedback stood out to LeBrun from the Open House.

LeBrun said most feedback was positive. It made sense to them, and they've been hoping for safety improvements for pedestrians. There were a few questions as to why we would narrow a perfectly good road. After reviewing the intent and results in other areas, they understood.

Mayor Dietrich said she has heard from residents about parking on Boyd Avenue and if this is being addressed and if resident's driveways were being impacted.

LeBrun said it was addressing school driveways, there should not be impact to residential driveways or parking.

Mayor Dietrich asked where residents can find the information.

LeBrun said it is available on Dakotacounty.us and type in 80th improvements and it will be one of the top results. The Open House information will be going up shortly. LeBrun's contact information is also available there.

Council Member Murphy asked to clarify if when 80th was widened if it was based on a traffic study, and if reducing lanes to 3 is based on a new traffic study or safety.

LeBrun said the widening would have been for projected growth that never materialized. A future study will be coming to look at westward. The narrowing was identified for safety initially and there was a broad look at the volume. There were intersection counts and through traffic reviews that align with the reduction.

Council Member Murphy asked if reducing from 4 lanes to 3 will reduce the speed limit.

LeBrun has seen statewide that when narrowing the roads, speed seems to reduce to closer to the posted speed limit.

Council Member T'Kach agreed the Open House was very successful. She asked if it was possible to put an electrical sign on 80th to say if the library is open or closed.

LeBrun said he would pass the question along.

B. Police Department Updates on 2024 Community Safety Survey, Staffing and Traffic Enforcement

Chief Chiodo presented the results on the Community Safety Survey. There were 529 people that completed the survey. 495 respondents live in the city, 50 work in the city, 10 that visit regularly and 8 others that have family in the city. The main age group is 36 to over 56 years of age. Highlights from the

survey include 71% believe the city is safe/extremely safe. 70% are satisfied with police/community engagement. 68% believed our officers are approachable and 88% believe officers will treat them fairly. 40% had contact with an officer in 2023. 35% believed there is adequate staffing and 37% believe the staffing is too low.

The top 3 concerns for 2024 are:

Narcotics - 53% moderately - very serious

Traffic Safety - 46% moderately - very serious

Domestic Violence/Assault/Youth Delinquency - 41% moderately - very seriously

Drug related calls for 2023:

- Over Doses
 - 45 Suspected
 - 16 Naloxone uses
 - 6 fatal
- 33 calls to 911 for suspected narcotics
 - 15 marijuana related
 - 4 other drugs
 - 7 found drug paraphernalia
 - 7 unfounded

There are 3 officers that are 3 Drug Recognition Experts (DRE) in the city and two that are able to train other officers to become DREs. They differentiate between drug influence and medical or mental disorders. These officers undergo an extensive training to be certified. They complete an academic training on 7 different drugs that are commonly abused. They also travel to Philadelphia and conduct a number real life drug identification processes with volunteers while being supervised by a certifier.

Our Strategic Response group does proactive investigations as well as follow-up investigations. They provide adult drug education and awareness and support our 911 responders. They collaborate with multiple task forces. Chief Chiodo attended the first drug task force board meeting and will continue to attend meetings going forward. We have an embedded social worker that can connect people with non-law enforcement resources. With the Opioid settlement funds, we have put towards the education of youth, and we are working on getting an officer trained for DARE.

The second area of concern was traffic safety. In 2023 there were 161 DWI's, 1,077 traffic citations were issued and 341 accidents with 0 fatalities. As far as traffic enforcement, we are addressing this in multiple ways.

- Education
- Speed Signs
- Traffic Details
 - Community driven
 - Multi-agency collaborations/Towards Zero Deaths (TZD)
 - Self-initiated
- DWI/Traffic Officer - Grant funded
- Trainings/Certifications
 - Child Passenger Safety Training
 - Standardized Field Sobriety Testing (SFST)
 - Advanced Roadside Impaired Driving Enforcement (ARIDE)
 - Drug Recognition Evaluator (DRE)
- Seat Belt Initiatives
- Citizens Academy

Mayor Dietrich said that the Citizen's Academy is a great experience and recommends it.

- Street Racing Task Force
- Traffic Control Committee

The last area of major concern was Violence Against Persons. We have 4 full-time investigators staffed 24/7. We also have a part time sexual assault advocate located at the PD and a partnership with 360 Communities on domestic and sexual violence. There are also County Crisis Response Workers and embedded social workers who are able to follow up with non-law enforcement resources. We are hoping for a crime analyst that would be able to assist with violent crimes.

Council Member T'Kach asked if it was possible to use previous drug offenders for education as opposed to officers and if it would be possible for this to be used in school education.

Chief Chiodo said that would come more from County resources. During Citizens Academy they do visit the Dakota County Jail and have an inmate talk about their experience. Schools do have the option to do that, however, to be certified by the DARE program it needs to be an officer.

Council Member T'Kach asked if there was additional training if the current drugs of choice change.

Chief Chiodo said they train on 7 different drugs and have to recertify every year. If another drug were to become an issue, it would be added into the training.

Council Member T'Kach asked if there was the same data for DWIs as there is for distracted driving.

Chief Chiodo said she would reach out to the Sheriff and see if there was someone with the County that has that information.

Council Member Gliva asked how we compare to our surrounding communities when it comes to the number of DWIs and if she thinks it's higher because we have someone dedicated to it.

Chief Chiodo said even prior to having a DWI officer, we had a high number of DWIs. It's likely comparable to our neighboring communities.

Staffing Updates:

In 2023 they were authorized for 47 officers. This remains the same for 2024 and there are currently 2 openings. They are being very selective for who they hire. Between 2023 and 2024 there were 4 separations.

- 1 left the profession completely
- 1 moved out of Minnesota in 2024
- 1 passed away
- 1 did not complete Field Training (traditional hire)

There have been 4 lateral hires. There are 280 police departments and sheriff's departments hiring. Here we use these recruitment tools. We have a recruitment team that will go to skills programs at local colleges. Almost everyone in skills has already secured employment with another police department. We have a Cadet Program that takes local youth with an interest in law enforcement after high school graduation and offer part time employment as they go to school. We offer front loaded benefit time for lateral entries, so they do not have to lose time off. We also offer therapy for our officers and have a higher entry pay for lateral moves to remain competitive.

Mayor T'Kach asked if there were any trends on the survey that stood out.

Chief Chiodo said there was nothing surprising. Residents are not afraid to reach out to herself, officers, Council or the Mayor. The concern about narcotics was a little surprising but it is more likely something people see compared to experience themselves.

Mayor Dietrich is impressed with Chief Chiodo's leadership and being able to maintain the staffing levels.

C. City Administrator Updates

Administrator Wilson presented updates. During the next City Council Meeting on April 8, there are multiple Development-Related Agenda Items.

1. Resolution of Denial for a CUP (recreation center in IOP zoning district)
There have been a handful of questions from residents concerned the Council may go in a different direction. If the Council is interested in reconsidering it would need to be done at the next meeting. We would prefer to have it on the agenda.
2. Comp Plan Amendment from MDR to LMDR
This is on the West side of 55 and has been recommended by the Planning Commission but has caused concern in the surrounding neighborhood.
3. Rezoning westerly 10 acres at Argenta Hills to multi-family residential
4. Yellow Tree Development
Land Use Applications: Amending Preliminary PUD & Approve Final Request for Financial Assistance
They are proposing to build an apartment building on north edge of Peltier Development. The lot is platted and guided for an apartment building. There will be a request to take action on some land use applications. They are looking to have 240 apartment units compared to the initial 180. They are also requesting financial assistance with our NW area fees.

Mayor Dietrich if they will need to decide to provide financial assistance by April 8.

Administrator Wilson said it will be an Action item on April 8. The council is not under a deadline and could choose to continue it to future meeting. The developers are anxious to have an answer, but Council is not under a deadline.

Mayor Dietrich asked why the Resolution Denial for a CUP is being handled any differently than other items.

Administrator Wilson said it is not being handled any differently. There is a concern amongst neighbors that it was discussed in a Closed Session and will be reversed. Wilson would like to assure residents that nothing has changed, and it will go forward. Council Members do have the option to make the motion to reconsider. Staff is planning to put a resolution of denial on the Consent Agenda, but wanted to point out that there have been concerns regarding this item.

Council Member Murphy asked if the applicant is intending on speaking or bringing new information on April 8.

Administrator Wilson said the applicant has requested older traffic studies following the Council vote but does not have any information whether he is intending on speaking. There is no route through Staff to have this reconsidered. The only route is for a Council Member who voted in the affirmative to make a motion to reconsider.

Council Member Murphy said he saw additional information and asked Legal if there were any issues with the reasons for denial.

Attorney McCauley Nason said she saw no legal concerns.

Mayor Dietrich said typically there is a denial and an approval when going through the packet after a meeting and was concerned there was only an approval.

Administrator Wilson said if the Planning Commission is recommending approval, they will have a resolution for approval based on the reasons the Planning Commission was recommending approval. If Council denies, a denial is brought forward in the next meeting because we need to include the reasons for denial.

Council Member Scales agrees moving forward with either an approval or denial. We would put our reasons in the approval or denial.

Mayor Dietrich asked if it would be a regular item for the next meeting.

Administrator Wilson gave an example on item 2 which has not been before the Council. It was recommended for approval by the Planning Commission so on the agenda will be a Resolution to Approve. If after hearing all of the testimony and having your questions answered, the majority of the Council decides to deny the item, it will be on the next meeting's agenda with a Resolution for Denial on consent.

Council Member T'Kach asked if the items for Yellow Tree Development could be separated.

Administrator Wilson said they will be separate agenda items.

Administrator Wilson provided a legislative update. Both bills moved out of the Housing Committee in the Senate and the House. They've been waiting for them to be taken up in the State and Local government committee in each body. So far, they have not moved forward.

The "Missing Middle" Housing proposals seem less likely to advance. This seems to not be the primary focus. The section of the bill that allows multi-family housing in Commercial Districts is still a proponent of the bill. The original bill required significant heights of buildings be permitted. The current bill proposes a height of 45 feet which is not significantly higher than our requirement of 30 feet. There is no longer a restriction on multi-family housing near railroad tracks or airports and no need to designate a major transit stop.

The bills now define multi-family as residential buildings with 13 units or more or mixed -use buildings where at least half of the usable square footage is residential. It still limits cities to requiring just 1 parking space per unit plus meeting ADA requirements. It allows cities to deny if suitable infrastructure is not available.

The stand-alone ADU bill is still active. It requires cities to allow ADUs on any residential lot unless it can't be served by water and sewers services. ADUs can't be denied based on lot size or other parameters we currently have. Administrator Wilson will continue to monitor and provide updates.

Mayor Dietrich thanked Administrator Wilson for the work that has been done and collaborating with other cities.

Council Member Scales asked if the reason the bills have slowed down is because of pushback received.

Administrator Wilson said pushback has had an impact and it is hard to write a bill that does everything with no unintended consequences and be able to have the support of the majority. The issues will likely be back.

The last update provided by Administrator Wilson is about the Bridge Builder Coin Award. There were 5 nominations received. It is open for residents, people who contribute to Inver Grove Heights as well as Staff. The nominations will be forwarded to Council for review.

D. Closed Session Pursuant to Minn. Stat. Sec. 13D.05 subd. (3)(c)(3) (Consider Offer to Purchase Land)

Motion to move into closed session pursuant to Minnesota Statute 13D.05 subd 3c3, to develop or consider an offer for the purchase of real property located at 1285 70th Street West Parcel #20-00600-78012 by T'Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to move into open session by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

4. ADJOURN:

Motion to adjourn at 8:13p.m. by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons.

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, April 8, 2024 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:

The City Council of Inver Grove Heights met in regular session on Monday, April 8, 2024. Mayor Dietrich called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:

Present In-Person: Mayor Dietrich; Council Members: Murphy, T’Kach, Gliva, and Scales.

Staff Present: City Administrator Wilson, City Attorney Nason, City Clerk Kiernan, Public Works Director Connolly, Parks & Recreation Director Lares, City Engineer Merchlewicz, City Planner Hunting, Associate Planner Botten, and Fire Chief Thill.

3. PRESENTATIONS: none

4. CONSENT AGENDA:

- A.** Approval of Minutes of the February 12, 2024 City Council Meeting
 - B.** Approval of Minutes of the February 26, 2024 City Council Meeting
 - C.** Approval of Disbursements, **Resolution 2024-057**
 - D.** Personnel Actions
 - E.** Resolution Scheduling a Public Hearing for Argenta Trail Reconstruction Project (City Project No. 2023-09E), **Resolution 2024-058**
 - F.** Resolutions Awarding Contract and Approving Budget for 2024 Sewer Cleaning & Televising (City Project 2024-06), **Resolution 2024-059 & 2024-060**
 - G.** Resolutions Awarding Contract and Approving Budget for 2024 Crack Sealing (City Project No. 2024-09A), **Resolution 2024-061 & 2024-062**
 - H.** Resolution Approving Submission of the Energy Efficiency and Conservation Block Grant (EECBG) Application and Adoption of an Energy Efficiency and Conservation Strategy (EECS), **Resolution 2024-063**
 - I.** Resolution Establishing Written Findings of Fact and Reasons for Denial of CUP Application for Wave Soccer Club, **Resolution 2024-065**
 - J.** Major Site Plan Review for Hilltop Elementary School - 3201 68th Street, **Resolution 2024-065**
 - K.** Authorization to Submit SAFER Grant Application for Fire Department Staffing
 - L.** Approval of Retainer Agreement for PFAS Litigation Matters
- Motion to approve consent agenda items 4A - 4L except 4I by T’Kach, second by Murphy.**

Ayes: 5

Nays: 0 Motion carried.

4I. Resolution Establishing Written Findings of Fact and Reasons for Denial of CUP Application for Wave Soccer Club, **Resolution 2024-065**

Applicant Jonathon Webber – 10324 Andrea Trail – Webber would like more discussion based on additional findings. They have a better understanding of trip generation and have additional ways to help resolve the no right turn issue and are hoping this can be brought back for another public hearing.

Mayor Dietrich asked City Attorney Nason to provide direction.

Attorney Nason said during the last meeting in March the Council took action on two separate applications. One was to amend the City Zoning Ordinance to allow a recreational center as a conditional use in the IOP Zoning District. The second was an application for a Conditional Use Permit for a recreation center in an area zoned IOP. The Council voted to deny both applications. The one application is a specific request related to a land use approval, Council does have to adopt reasons for denial, item I. If the Council wants to revisit their decisions, it will require the Council to make a motion to amend the agenda to add for Council discussion, a motion to reconsider the vote on the application for a zoning ordinance amendment for the Office Park Zoning District and a motion to reconsider the vote on the application for a conditional use permit to the Regular Agenda. They are not on the agenda and a motion would need to be made by the prevailing side, someone who voted to deny each motion. If it is approved, there would need to be a motion to reconsider the vote. Both items would then be able to be reconsidered.

Council Member Murphy asked the applicant if he was requesting more time.

Webber said there were many issues he did not know of before the previous meeting and would like an opportunity to address the issues raised at the meeting.

Motion to amend the agenda to add motion to reconsider bringing Item 4I to the Regular Agenda by Murphy; second by Dietrich.

Ayes: 2

Nays: 3 (T’Kach, Gliva, and Scales) Motion denied.

Motion to approve denial Resolution 2024-064 memorializing the findings of fact and reasons for denial relating to the application for a conditional use permit (CUP) for a recreation center to be located at 8360 Courthouse Blvd by T’Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC HEARING: none

6. REGULAR BUSINESS:

Mayor Dietrich reviewed meeting rules of decorum asking attendees to respect the three-minute rule and state their name and address for the record. Only new information would be accepted, if someone comes before them and says what they had planned to say, to allow someone with additional information to speak. All comments and questions should be directed to the Council. There will be no jeering, clapping, or taunting in the Council Chambers. If they have any papers or comments/questions for the Council, there are forms on the table and they can put their name, address and contact information to give to the City Clerk.

A. Rental House Licenses

City Administrator Wilson presented 23 Rental License renewals. Staff has reviewed and found compliant. Staff recommends to take public comment and approve the licenses.

Council Member Murphy said they have been receiving multiple renewals with the same owner or property manager and it may become an issue with affordable housing on the to-do list.

Motion to approve rental licenses listed in agenda packet by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

B. Comprehensive Plan Amendment for 1845 77th Street, Resolution 2024-066

Associate Planner Botten and City Engineer Merchlewicz presented this item. The applicant is requesting to amend the 2040 Comp Plan land use designation from MDR, Medium Density Residential to LMDR, Low-Medium Density Residential for approximately 4.5 acres, and from Medium Density to Low Density for approximately .5 acres. The property is South of Highway 55 and North of 77th Street. It is currently zoned for agriculture. The current zoning would allow eight to twelve units per acre. The proposed change would permit four to eight units per acre and one to four units per acre, respectively. The proposal is for 20 townhomes on approximately 4.5 acres, equaling an average of 4.44 units per acre.

A change from medium to low-medium density residential could be a compatible transitional use next to the existing single-family homes in the area and there is a potential for a higher density development to the East. This proposed concept plan is consistent with one of the guiding principles in the City's Comprehensive Plan, "Residential neighborhoods will contain a variety of housing types and levels of affordability. Neighborhood areas will provide a mix of housing that give residents the opportunity to live in Inver Grove Heights as their needs change over time."

City Engineer Merchlewicz said typically at this phase they would do a high-level review, but there have been concerns raised so they did more preliminary research. In 2017, a County project for the realignment of Argenta Trail and Hwy 55 relocated 77th Street. The current location and configuration accounted for future traffic for MDR development would generate based on the 2040 comp plan. An intersection incident review at 77th Street and Argenta trail was conducted; between 2017 and present there have been an average of 2.5 incidents per

year. Over half of those incidents were non traffic related such as hitting a deer or a car going off the road. The current intersection meets City Code for spacing (125 feet minimum, City Code 11-3-2G). Eagan will serve public utilities.

Council is asked to take action on a comprehensive plan amendment regarding changing the land use from Medium Density Residential to Low-Medium Density Residential and Low Density Residential for a 5.08-acre parcel. The Planning Commission recommended approval of the comprehensive plan amendment (6-1). If the comprehensive plan amendment is approved, an application for platting will be required before development can occur. This process provides for public review and comment on the actual site plan.

Mayor Dietrich asked if the amendment passes, what the next steps would be.

Associate Planner Botten said if the amendment passes, approximately 4.5 acres would be designated low-medium density residential and .5 acres decreased to low density residential. The applicant would have to submit a complete final plat application within one year of the adoption of the resolution.

Mayor Dietrich asked if the applicant did not complete the requirements if the land would return to agriculture status.

Associate Planner Botten said the property will remain zoned as agriculture; it would return to medium density residential.

Council Member Scales asked if the applicant had presented a plan for a development aligned with medium density residential, what the process would be.

Associate Planner Botten said they would go through the platting process and then a rezoning from agriculture to an R3 - A, B or C.

Council Member T'Kach asked what a building may look like at the current zoning.

Associate Planner Botten said the medium density zoning would allow for a small apartment building or higher density townhomes. Approximately 45 to 50 units on the property.

Public Comment:

Ann Ulrich - 7623 Bennett Ct - presented opposition

Jane Holm - 1928 77th St W - presented opposition

Eric Holm - 1928 77th St W - presented opposition

Eric Barkasvski - Black Oak Drive, Eagan - presented opposition

Irene Albert - 7643 Bennett Ct - presented opposition

Mike Albert - 7643 Bennett Ct - presented opposition

Mayor Dietrich asked Administrator Wilson if any guidance has been provided by Met Council or MUSA that it has to be zoned at a certain level.

Administrator Wilson said the property is within the MUSA (Metropolitan Urban Service Area) area where the Metropolitan Council has invested in providing sewer and waste water treatment services. Within the MUSA area at least three units per acre overall are required. It is not dictated by individual parcels, but an average overall density in the MUSA area. Staff has tracked the comprehensive amendments approved by Council since the last comp plan and believe we are meeting the requirement and are at approximately four units per acre.

Mayor Dietrich asked if this land were designated for single family homes, would that potentially require another neighborhood to have more density to make up for it.

Administrator Wilson said yes, when density is reduced in one area of the city, it would need to be increased in another area.

Council Member Gliva said twenty units compared to five units should not have a large impact.

Mayor Dietrich asked if the County was going to do a study including 77th Street in 2026.

Administrator Wilson said the County is looking at improvements where Argenta or Yankee Doodle reach Hwy 55.

City Engineer Merchlewicz said Dakota County's CIP includes a study of the intersection at Argenta and Hwy 55. It extends from 77th Street to Amana Trail.

Administrator Wilson said the Metropolitan Council does not dictate parcel by parcel how land is zoned, they are required to reach the overall regional standards for the urbanized areas of Inver Grove Heights.

Attorney Nason said cities are to adopt their own ordinances to land use and the Metropolitan Council can provide guidance. This request is to amend the future land use map in the comprehensive plan and re-guide a parcel from medium density to medium-low density. Amendments to the comprehensive plan required to be reviewed by the Metropolitan Council for consistency with system plans and Metropolitan Council regulations. By statute if there is a substantial impact to or departure from certain system plans, the Council can require adjustments.

Council Member Scales asked if the applicant proposed a 50-unit development in the current medium density zoning, could the Council deny the proposal.

Administrator Wilson said it would be difficult to deny the proposal if it was within building codes because it would be in alignment with the comprehensive plan.

Council Member Gliva asked if we down guide a property is it reviewed by the Met Council.

Administrator Wilson said any change to the comprehensive plan once it's adopted would go before the Met Council, except for administrative changes. City Staff provides proposals that have been agreed upon by the property owner and the developer.

Council Member Murphy asked if the property remains medium density residential, how many units could potentially be developed.

Associate Planner Botten said medium density would permit 8-12 units per acre, if they built ten units per acre we would have 45 units. The concept plan would be approximately 4.44 units per acre.

Council Member T’Kach asked the applicant if the townhomes are developed to be renter occupied or owner occupied.

Applicant Steve Gredin – 1974 77th St. W – said he intends it to be owner occupied.

Council Member T’Kach asked if it would be difficult to change the development to a medium density residential property.

Gredin said he is not interested in having an apartment building in that location and 60 units is too many for the area.

Associate Planner Botten said the property is zoned Agricultural. The comprehensive plan has it guided for medium-density and the request is to change guiding to medium-low density.

Administrator Wilson said this land has been guided for medium density residential since the 2030 Comprehensive Plan which was completed prior to 2010.

Mayor Dietrich asked Attorney Nason what the notification process to residents is when changing zoning.

Attorney Nason said when the City is adopting comprehensive plans, there is a requirement for public hearing and the notice is done by publication in the newspaper.

Council Member T’Kach does not like to down guide because it costs the city money from providing utilities put in the areas to meet the targeted zoning.

Motion to receive comments into record by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to approve Resolution 2024-066 approving a Comprehensive Plan Map Amendment to change the land use designation of about 4.5 acres from MDR, Medium Density Residential to LMDR, Low-Medium Density Residential and about .5 acres from MDR, Medium Density Residential to LDR, Low Density Residential by Scales with included conditions, second by Dietrich.

Ayes: 4

Nays: 1 (T’Kach) Motion carried.

C. Rezoning of Property South of Amana Trail between Argenta Trail and Hwy 3 (Rise Capital – Case No. 24-06RZ)

City Planner Hunting presented this item. Rise Capital requests a rezoning to two lots West of Target that are currently zoned commercial. In 2018 the Council adopted a conditional

change to high density residential. They are requesting final zoning approval for the westerly ten acres that is conditionally guided towards High Density Residential. They will not utilize any of Outlot C and that will remain commercially zoned. The concept is a 200-unit apartment building complex and some townhomes.

Outlot D is 12.37 acres and Council conditionally approved a comprehensive plan amendment re-guiding the westerly ten acres to high density residential subject to approval of a rezoning and PUD plan approval (Resolution 18-128). The applicant has prepared a survey of the westerly ten acres proposed for rezoning with a legal description. The proposed rezoning would be consistent with the conditional guiding of HDR per resolution 18-128. A PUD plan approval would still be required for the comprehensive plan amendment to be put into effect.

The action requested is for Council to act on the rezoning request from B-4, Shopping Center PUD to R-3C, Multiple Family PUD. The Planning Commission recommended approval of the rezoning (7-0) at their March 6 meeting. If rezoning is approved, the conditions of Resolution 18-128 stipulate that a PUD plan approval by Council is still required before all the conditions of the resolution are met.

The applicant David Fisher – Rise Capital & BJ Baas presented their request for rezoning. Rise Capital Partners are the developer and intend to be long-term owners. They partner with BJ Baas Builders, Inc. to develop and build the development which would be managed by INH Properties based in St. Cloud. Rise Capital has the ten-acre site under contract from Hemple to build a multi-family housing development. Rise Capital Partners is currently completing a project in Cambridge and Monticello MN. They want to have ten acres rezoned from a commercial zoning to high density residential zoning.

When the PUD and platting are done, a portion of lot D would be separated and maintain commercial zoning, approximately 2.3 acres. The site plan proposes 24 town homes and a 200-unit apartment complex. The units are market rate, and they are not seeking any state or federal benefits. Units would rent between \$1,400 and \$2,100 monthly focusing on middle income residents. The development is designed to work around poor soils on the Eastern and Southeastern areas.

Previous traffic concerns arose from previous meetings. The development proposed has 311 bedrooms with an anticipated 1:1 ratio of cars per bedroom. The amount of traffic that would be produced by a large commercial store would have a much larger impact than the development proposed.

This development will help meet an unmet housing need. Their consultant projects more than 1,000 additional households will be needed by 2030 due to population growth. Current comparable properties, approximately 1,200 units, are at a combined 98% occupancy. The development would stimulate commercial development within adjacent buildings and on bare parcels. The development would contribute to the tax base of Inver Grove Heights in excess of \$500,000 per year and provide significant Parks and Recreation contributions. It also aligns with Inver Grove Heights 2040 plan to include a variety of housing types to fit residents' changing housing needs.

There is a question if the existing 2018 Resolution is still applicable. There is a Council memo that states, current status of Resolution 2018-128 has not been revoked, rescinded, superseded, or amended at this time. Further the statutes of local ordinance to not provide an expiration date and the resolution itself does not have an expiration date. Thus Resolution 18-128 continues in place and subject to the conditions (zoning, platting, and site plan approval) that can only be changed if the Council approves a new resolution.

Mayor Dietrich asked if the \$500,000 tax base would be specific to Inver Grove Heights, or if that includes the tax revenue that would be given to the County and State.

The applicant said the total tax revenue would be higher than \$500,000. The City's portion is close to \$500,000.

Mayor Dietrich asked if Attorney Nason was able to provide information on Resolution 2018-128.

Attorney Nason said there are two issues. The first issue is whether the Council has revoked that decision and they have not. On the second issue, if the Council would like a legal opinion regarding if there is an impact the resolution has on the Council's action regarding the pending zoning application, she would request time to prepare a legal opinion for the Council's review.

Council Member T'Kach asked if there was a third parking area.

Fisher said there is underground parking on the entire building and there is an enclosed area on the first floor that would also have parking to accommodate the number of spaces needed.

Council Member T'Kach asked if the townhomes would be rental, or owner occupied.

Fisher said the townhomes would be renter occupied.

Council Member Gliva asked if the 1,200 units that are 98% occupied were in Inver Grove Heights or the entire metro area.

Fisher said it is mostly Inver Grove Heights but also some units in Eagan. They are only comparable units and do not include low-income housing or luxury rentals.

Public Comment:

Katie Pluff - 7670 Addisen Path - presented opposition

Lisa Nathy - 7650 Addisen Path - presented opposition

Samantha Fitzgerald - 7668 Addisen Path - presented opposition

Devendra Gajway - 7676 Addisen Path - presented opposition

Chris Becker 1210 70th St W - presented support

A resident was concerned with the small area of space being left to develop as commercial property if it is unbuildable.

The applicant said the area remaining is approximately 7.5 acres. The soil is unbuildable for a multistory apartment complex. A single-story building or parking lot could be developed on that area.

Mayor Dietrich asked if the existing buildings were slab on grade or if they had basements.

Fisher said they were slab on grade.

Mayor Dietrich asked the applicant to confirm the height of the apartment complex.

Fisher said the proposed roofline would be 50 feet which is within the guidelines similar to the Crossings. Townhomes would only be 20 feet.

Council Member Murphy said he would like more information regarding resolution 2018-128. He is protective of the limited retail areas in Inver Grove Heights and would like to preserve the areas if possible.

Council Member Scales said he wants to see retail and commercial in the city, but no one has brought a proposal for this property. A high-density residential development could attract retail to the area. Council has passed on items like this previously and they've gone to Eagan and Woodbury and helped develop other cities.

Council Member Gliva asked if the commercial space to the West was buildable.

The applicant said the top area would be suitable for a restaurant or similar commercial area. There is a gulch and a power line in the middle of the area.

Council Member Gliva said she would like to get additional information on resolution 2018-128 before making a decision.

Council Member T'Kach said they have been waiting for commercial or retail to come to the area and they have not. There was a proposal for a 400-unit development in that area and it was denied. This is one of the better proposals as it does transition well with the apartment buildings being pushed back towards the freeways.

Council Member Murphy said previously there was a lack of support for retail. He previously had the opportunity to rent a place prior to being on Council. There were requests made by his firm that were denied. A member of the current development team may feel that he is bitter, but he is not and would like to retain the commercial areas for residents.

Motion to table the approval to get clarity on Resolution 2018-128 and motion to be brought forward on April 22 and to direct staff to include approval and denial resolution for Amending Title 10, Chapter 4 (Zoning Map) of Inver Grove Heights City Code with conditions listed by Dietrich, second by Murphy.

Ayes: 4

Nays: 1 (T'Kach) Motion carried.

Motion to receive into record public emails received by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

D. Request for Financial Assistance for Proposed Multi-Family Residential Development - Agate Trail and 70th St.

Administrator Wilson presented this item. This is regarding an already existing platted lot. It is largely single-family lots with a small park and is approximately 4.5 acres. The apartment building has been approved in the preliminary plat of the Peltier Reserve Development. They are currently approved for 180 units and the developer is seeking an increase to 242 units in the next agenda item. This project is in the City's NWA where utility connection fees are substantially higher than the rest of the city because the utility service was extended without assessing the benefiting properties. The higher utility connection fees are an issue for multi-family residential developments for two reasons. The fee structure escalates with density and the financing of multi-family housing is different from a single-family development with less ability to pass the increased cost to renters.

Yellow Tree submitted an application requesting fee reductions and/or tax abatement. Equivalent level of financial assistance can be accomplished through either option. Staff recommends fee reduction rather than tax abatement due to the "nexus" to the issue and there are a number of similar requests that could be received which would have a negative impact of multiple abatements. The abatements for this property would be for 14 years.

The application was reviewed by the City's financial advisor Ehlers Inc. for financial assistance. It was reviewed for:

	Provided by Yellow Tree	Expected Amount or Range
Project Financing	65% financed / 35% equity	Meets Expectations
Total Development Cost (TDC)	\$274,489 per unit	\$275,00 - \$325,000 per unit
Land Acquisition Cost	\$14,876 per unit	\$7,000 - \$15,000 per unit
Proposed Rents	\$2.11 per square foot on average	\$2.00 - \$2.35 per square foot
Operating Expenses	\$5,083 per unit per year	\$3,500 - \$4,500 per unit per year
Management Fee	4% of effective gross income (EGI)	3% - 5% of EGI
Developer Fee	3.8% of total development costs	3% - 5% of TDC
Return on Investment	5.2% without fee reduction 5.6% with fee reduction	6.5%

The proposed fee reductions are only for fees that are higher in the NWA than in the rest of the city, Sewer Connection Fees (Plat & Building Permit), Water Connection Fees (Plat & Building Permit) and Stormwater Connection Fees (Plat). The fees for a project of this type in the NWA is \$3,058,143 compared to outside the NWA of \$501,696. This is a difference of \$2,556,447.

The Council can opt to reduce fees by a different amount or not at all. The suggestion from Staff is to reduce fees to the amount that would be paid by an equivalent project outside the

NWA. It provides a rational basis for the fees that are to be charged. It also brings return on investment to 5.6%, closer to the desired return of 6.5%.

If the Council is supportive of providing a fee reduction, they can direct Staff to prepare a resolution setting the utility connection fees for Yellow Tree Development's apartment project at Peltier Reserve at the rates charged outside the NWA and place it on the agenda for the next Council meeting. If Council needs more information this item can be continued to a future meeting and Council can advise what additional information is desired or if interested in tax abatement, Staff can present tax abatement data at the next Council meeting. If Council is not in support of providing fee reduction or tax abatement, they can move to deny the request for financial assistance from Yellow Tree Development.

Council Member Murphy said there is a cost issue in the NWA and is supportive of a fee reduction on a case-by-case basis. He is against a tax abatement. He wants to compare the cost of the price of land for land with public sewer and water versus land without public sewer and water.

Council Member Scales said he is also opposed to tax abatement but is supportive of a fee reduction to what it would cost outside of the NWA.

Council Member T'Kach asked if it was contradictory for the multi-family fees to be higher than single-family fees when we want higher density residential developments.

Administrator Wilson said there is a different fee structure for all types of developments in the NWA, but it is magnified for multi-family developments. There has been one apartment building developed there and it received tax abatement.

Council Member T'Kach said she agreed with a reduction in fees. With lower fees she would like to see more green space or more missing middle housing.

Council Member Scales said he views it as fee leveling to make it equal across the city and giving developers a clear view of the to develop in Inver Grove Heights.

Council Member Murphy asked how long it would take Staff to prepare information to show how much of an impact the fee reduction would have.

Administrator Wilson said Staff prepares a five-year budget projection and can present it to the Council. The projections show the debt service obligations can be met assuming some level of connection fee revenue. Last year's revenue fell short of what was expected.

Council Member Gliva said the cost of adding the infrastructure in the NWA was different from the rest of the city and doesn't agree with reducing the fees to be the same as the rest of the city. There was value given to the landowner when utilities were added to the property and the landowner should be in the conversation as well.

Council Member Scales said that if there are no developments there are no fees collected. They did not collect the amount of fees necessary last year and the costs need to be more transparent to developers.

Mayor Dietrich said she wants consistency and for developers to know what to expect when planning to develop in Inver Grove Heights.

Administrator Wilson said Staff can provide a presentation and information to the Council about what the debt service obligations are and what the funds currently are. They can also provide what land is left that will help recoup the cost. Elhers has done an analysis of the fees for other cities in the area in the past and could provide current data, but it would not be able to provide this information by the next meeting. They can also find comparable land that does not have public utilities.

Mayor Dietrich asked what the cost would be to have Elhers create a comparison and if it is worth the return on investment.

Administrator Wilson said she was not sure of the cost, but they sent the 2021 data, and they will quote a price once they know what data is needed for 2024.

Council Member T'Kach asked if they saw the data when they set the fee structure this year.

Administrator Wilson said she did not recall presenting it in regard to connection fees.

Council Member T'Kach asked what the impact of continuing this item would have on the next item on the agenda.

Administrator Wilson said the applicant is eager to have this item decided but Council could still take action on the next item.

Council Member Scales said he wants to move forward reducing the fees to match the rest of the city.

Council Member T'Kach said she would prefer to wait and get the information from Staff since there is time.

Administrator Wilson said they can provide the 2021 information regarding developing cities in the metro area, some information regarding the price of land that is not served by public utilities and information about the state of water and sewer funds which is where these fees go by the next meeting. A 2024 comparison would take longer.

The applicant Robb Lubenow 1834 E 38th St Minneapolis said they knew there were higher fees in the NWA but were expecting fee assistance. He said other cities do have lower fees and are also providing tax abatement. They are aware it's a big decision, but they have to make a decision to either buy the land or walk away.

Council Member Murphy asked the Lubenow if the project would not move forward without a fee reduction and tax abatement.

Lubenow said they would either need tax abatement, fee reduction or a combination of both as initially proposed. Ten years of tax abatement was approved for the Crossings development and that is what their underwriting was based on. They are hopeful if the fee is reduced to the amount outside of the Northwest Area, they will be able to continue.

Council Member T'Kach asked if interest rates goes down if it becomes more competitive across all developments.

Lubenow said he is unsure if we go back to the lower interest rates if it will spur development. Their analysis shows 99% occupancy, and they want to help fill the need. Other projects are being considered in other cities and offer lower fees than Inver Grove Heights even outside of the NWA and they are receiving tax abatements as well. Only six multi-family units were permitted to be developed between the metro area and St. Cloud in February, typically it is 1,000. They would be willing to partner with the landowner as well.

Council Member Murphy said he would agree to reduce the fees at this time if Council was in agreement to permit the developer to move forward.

Mayor Dietrich said she would like to see budgets before reducing the fees.

Direction to staff is to continue this item for financial assistance to be brought forward to the April 22 Council Meeting with direction of allowing lower fees in the Northwest Area (amount to be determined).

E. Preliminary and Final PUD Approval for Proposed Multi-Family Residential Development - Agate Trail and 70th Street, Resolution 2024-067

City Planner Hunting presented the Preliminary PUD Plan Amendment and Final PUD Plan approval for a 242-unit apartment building. In 2021 the City approved development of 126 single family residential units and a 180-unit apartment building. The current proposal is to amend the original PUD to allow a 242-unit apartment building on the original lot. The property has three different comprehensive plan designations and three different zoning categories. The project density was looked at as a whole. A total of 475 units could be built on the property and the original plan included 306 total units. With the increase of units in the apartment building there would be a total of 363 units which is still consistent with the comprehensive plan. Staff asks Council if the increase in units would still fall within the overall vision of the plan, or could the increase be considered a departure from the original plan.

The applicant is proposing fewer parking spaces than is required in the NWA. They are proposing 381 spaces including 289 enclosed and 92 surface. The NWA Code would require 363 spaces built and space to add 91 spaces as proof of parking shown on the plan, a parking ratio of 1.87 spaces per unit. The applicant is proposing 1.57 parking spaces per unit based on industry standards indicating this would be adequate for the bedroom/unit types proposed. This would be the lowest parking ratio proposed in city wide recently. The apartments approved at Hwy 3 and Diffley had a parking ratio of 2.0 spaces per unit. There would be some off-street parking available along 71st Street and Agate Trail, but it raises concerns with Staff that this may cause problems down the road.

The Council is asked to take action on the Preliminary PUD Development Plan Amendment and the Final PUD Development Plan. The Planning Commission recommended approval of the request (4-3). Some Commissioners raised concerns regarding the increase in density on the lot, building height and number of parking spaces proposed. Staff finds the project conforms to all performance standards except the parking number. The applicant is

requesting flexibility from that standard. Staff identifies the increase in unit count and parking stalls proposed as items for Council to consider with their action.

Council Member Murphy asked how tall the building was.

City Planner Hunting said it is four stories tall. The NWA Code permits a maximum of 70 feet tall, and the highest point of this development is 60 feet.

Council Member T'Kach asked if it was four living stories.

City Planner Hunting said it is four living stories and the applicant can expand on it.

Applicant Lubenow said there are up to six levels, two levels of parking and four levels of living.

Lubenow said Yellow Tree is a local developer and have developed just under 2,000 units. They develop, build and also provide property management. They have not sold any developments in over five years. They build market rate housing and offer a large range of units.

Pete Keely of Collage Architects presented the design features. They focused on not creating long walls and developed a courtyard in the center of the building. Their design reduced height and exposure to the single-family homes towards the Southern end. They opted to provide more green space than parking. The majority of the building is 44 feet in height. 83% of the units are studios and one-bedroom units. They have found that the majority would prefer to live in a smaller space for affordability and to not require roommates. Most people living in these types of developments are single, which ties to the parking ratio. Per unit parking does not address one-bedroom apartments differently than two-bedroom apartments. International Traffic Engineers (ITE) have two standards. 1.7 parking spaces per unit or 1.0 parking spaces per bedroom. This development is 1.57 per unit or 1.3 per bedroom. This building is 16% bigger and 12% less in impervious area from the original design. This is geared to create a community with offerings like outdoor saunas, work from home spaces, fitness areas and management offices.

The development is appropriately guided for mixed use and multi-family. There is a transition to the neighborhood when entering 70th Street and mixed use/retail uses to the west. Currently there are three street connections to main arteries but there will likely be four to six in the future. The comp plan allows 475 units across the entire development, and they are proposing 363 units.

	Units	Building Footprint	Anticipated Residents	Parking	Enclosed Parking
Preliminary PUD	180	47,150	320	260	48%
Final PUD	242	56,240	368	383	76%
Variance	134.4%	119.3%	115.0%	147.3%	28%

There are 383 parking spots provided. 289 are interior and 94 are exterior. The preliminary PUD had 1.45 spaces per unit compared to the final PUD with 1.58 spaces per unit. The parking study they completed recommends 1.5 per unit or a total of 363 stalls. All units

receive one interior parking space. They predict a demand for 335 resident spaces, three staff spaces, and 15-20 guest parking spaces. This leaves 30 additional spaces they can allocate as they determine the needs.

	Units	Parking/Unit	Required Parking
Studio	8	1	8
Alcove	57	1	57
One Bedroom	79	1.3	103
One Bedroom Large	20	1.4	28
One Bedroom Den	36	1.6	58
Two Bedroom	28	1.9	53
Three Bedroom	11	2	22
Pent House	3	2	6
Total	242		335

Yellow Tree designs homes that are accessible to a wide range of ages, incomes and all family types. Single family housing isn't affordable to all Inver Grove Heights residents. The majority of units are available to individuals below the county AMI. They promote interaction with neighbors and the community including business partnerships, card nights, neighborhood walking groups, fitness clubs and events, cooling clubs among many other activities.

Council Member Murphy said he was appreciative of the way the parking information was provided and wanted to know if his math was ever wrong.

Lubenow said in some cases it has been different, there is no public transit available near this property and that has been taken into account.

Council Member Murphy asked if off street parking was factored in.

Lubenow said they did not count any off-street parking in their underwriting.

Council Member Murphy asked if the building would look like the rendered pictures.

Lubenow said the amenities and materials shown are in their budget. The colors may change, but the product is determined.

Council Member Gliva asked what will happen in the winter when there is snow, and it typically blocks parking spaces.

Lubenow said they have onsite snow removal and if it is necessary they bring in trucks to have the snow hauled offsite.

Council Member T'Kach asked what the price point of their units is.

Lubenow said a few units will be available for residents with 40% of the AMI and studios are approximately \$1,195.

Council Member T'Kach asked about the property to the West if it was residential or commercial.

Lubenow said he thinks the comp plan is tailored to more high density, but it is currently a single-family home.

Council Member T'Kach asked about noise level concerns with the pool and outdoor activities.

Lubenow said they have guidelines regarding noise that will be enforced and should be under what is typical or expected for a development of this size.

Council Member T'Kach asked if there would be a space available for members of the community to have access to for meetings.

Lubenow said they take their security very seriously and it was not considered during design, and it would not be possible at this point.

Public Comment:

Chris Becker - 1210 70th St W - presented both support and opposition

Brett Troyer - 1180 70th St W - presented opposition

Council Member Murphy asked Staff to verify what the property to the West is guided for.

City Planner Hunting said it is guided mixed use and anticipated to be high density or potentially a service. It is approximately twice the size of this lot.

Lubenow addressed concerns of height by having modulating heights and stepping down to three stories on the Southeast side.

Council Member T'Kach asked if Lubenow could address noise concerns regarding snow plows that plow in the middle of the night.

Lubenow said they mostly plow during the day when most residents tend to be gone.

Council Member Scales said his concern was the amount of parking. He drove through many apartment buildings during the evening hours and was surprised with how much open space was in the parking lots. He is comfortable with the amount of parking after the presentation.

Council Member T'Kach asked if anyone had concerns about the traffic to go to Target on 70th Street.

Public Works Director Connolly said it is a full access intersection and the county designed it knowing this level of traffic would be there.

Motion to approve Resolution 2024-067 Approving the Preliminary PUD Development Plan Amendment and Final PUD Development Plan for a 242-unit Apartment Building on Lot 1 Block 13, Peltier Reserve by Scales, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Motion to receive one email into record by Gliva, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

F. Joint Powers Agreement with Dakota County & Contract with SEH for Swing Bridge Lighting Project

Parks & Recreation Director Lares presented this item. \$458,000 in State appropriation during the 2023 legislative session was allocated to Dakota County for lighting improvement projects or updates to lighting Rock Island Swing Bridge. The City contracted SEH for lighting design options. The focus was to determine what type of lighting experience for residents at the Rock Island Swing Bridge. There were two options that were developed and presented to the public.

Option one:

It had interior color changing of the full length of the bridge (670 feet). The only exterior color change was for the flood lighting on the historic section. The cost estimate for the project is \$400,000. The scope could change to fit the budget. The operating cost is approximately \$3,980 per year.

Option two:

This would keep the existing interior lighting of the full length of the bridge. It would not have a color changing option on the interior. The exterior would have color changing flood lighting on the full length of the bridge. The cost estimate is \$525,000 to \$575,000 and the scope could change here also. The annual operating cost is approximately \$5,420 per year.

A survey with four questions was completed by over 600 participants. 70% of respondents were IGH residents and 98% were adults or active older adults in the community. Question three was, which option do you prefer and approximately 52% preferred option one. The Parks & Recreation Advisory Commission voted unanimously to advance option one to Council for final design on March 13.

The available budget is \$458,000. The SEH Contract including design, bid, and construction administration is \$55,800. The project construction and contingency is \$402,200 leaving a \$0 balance. The annual operating costs of \$3,980 would come from the park's operating budget.

In the timeline below, the crossed-out items have been completed.

Date	Action
December 11, 2023	Council approve contract with SEH
Jan - Feb 2024	SEH develop 3 options
Feb - Mar 2024	Community & PRAC Engagement
April 8, 2024	Approve contract SEH for final design (plans/specs), bid documents, and construction administration & JPA with Dakota County
April - May 2024	SEH finalize design, prepare bid documents

June 24, 2024	• City post Ad for Bid (June 11) • Council accept bid, award contract, approve budget (July 8)
July - August 2024	Start project construction
August 2024 - May 2025	Construction continues / project must be completed by May 2025

The action requested is to approve the Joint Powers Agreement with Dakota County to access \$458,000 in funds for the lighting project. Staff recommends approval of JPA with Dakota County. Council is also asked to approve the contract with SEH for finalizing option one design, preparation of plans, specifications, bid documents and construction administration in the amount of \$55,800. PRAC and Staff recommend approving option one for final design.

Mayor Dietrich asked if the projected annual cost included projected annual maintenance.

Parks & Recreation Director Lares said the only cost typically is the utility cost. He will take guidance from the Council regarding incorporating a warranty in the contract.

John Cruz - SEH Lighting and Electrical Designer for the proposed project said LEDs don't require much maintenance. They have a lifespan of 15 to 30 years. There should only be electrical costs and cleaning. Typically, there is a warranty for one year with the contractor's warranty and either a five- or ten-year warranty for the product. A warranty can be specified in the contract.

Mayor Dietrich asked Cruz if there were any similar projects in Minnesota that he's developed.

Cruz said he was involved with both the Lowry Avenue Bridge and the Stone Arch Bridge projects.

Council Member Scales asked if the alternates can be removed from the contingency.

Cruz said considering two products can create a competitive element and it will allow an opportunity to put in more equipment and add to the experience.

Council Member T'Kach asked if there was a schedule once the lighting is turned on.

Parks & Recreation Director Lares said they have not determined a schedule but would likely follow the current schedule that turns off at 10 p.m.

Council Member Murphy asked where it is controlled and if there are cameras on the bridge.

Parks & Recreation Director Lares said it is a web-based software that controls the system. There are currently no cameras on the bridge, but they are in communication with Dakota County, and they own a trailhead that may be able to point a camera at the bridge for a fee.

Council Member Murphy said he agrees with option one and thinks it will build culture in town.

Council Member T'Kach asked if there is an obligation for the City to maintain this or could they decide to shut it off if a problem arises.

Parks & Recreation Director Lares said this is owned by the City and it would be the City's discretion.

Motion to approve a Joint Powers Agreement with Dakota County and approve a contract with SEH for the Swing Bridge Lighting Project by Murphy, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

G. 3rd Reading of Ordinance Amending City Code Title 8, Chapter 4, Related to Connection to Public Sanitary Sewer System and Resolution Authorizing Summary Publication, Resolution 2024-068

Public Works Director Connolly presented this item. There have been no changes since the first reading. City Code currently requires a property connect to public sanitary sewer within one year following the availability of sanitary sewer to the property. Dakota County tracks and manages these records. The City is responsible for the enforcement of compliance regulations contained in State, County, and Local codes. There is no similar connection requirement for properties to connect to a public water system.

The current code dates back to 1974, prior to several State and County code requirements governing operation and inspection of septic systems were implemented. The City has not consistently enforced the one-year connection requirement for sanitary sewer when it becomes available to properties with septic systems. The City has an upcoming project along Argenta Trail (City Project No. 2023-09E) where sewer will be extended to four residential properties within the Metropolitan Council's 2040 Municipal Urban Service Area (MUSA). Some of these properties have recently invested in and installed septic systems that are compliant and are likely to have 15-20 years of service life remaining.

Requiring properties to remove or abandon compliant septic systems and connect to the City's sanitary sewer system may be viewed as overly burdensome from a fiscal perspective. It also does not provide property owners a return on their investment for installing and maintaining a compliant septic system.

For properties with non-compliant systems, this code change has no impact over past connection requirements. They are still required to connect in the year following availability of public sanitary sewer. If no sewer is available, they are required to repair or replace their septic system in a specified amount of time.

When public sanitary sewer is available, compliant systems will be allowed to remain in-place without connection to the public sanitary sewer system as long as the system remains compliant. Upon becoming non-compliant, the property owner will have until the end of the calendar year after the system is found to be non-compliant to connect to the public sanitary sewer system. If a non-compliant system poses an imminent threat to public health and safety, they shall connect to the public sanitary sewer system within 30 days of receiving a notice of non-compliance from the City's Building Official. If it is not an imminent threat to public health, but identified as failing to protect groundwater, they will be required to

connect to the public sanitary sewer system within ten months of receiving a notice of non-compliance from the City's Building Official.

Compliance is defined as meeting all State, County, and City statutes, rules and regulations governing the operation of an SSTS (septic systems). The City's Building Official may require a compliance inspection of septic system where the extension of a public sanitary sewer system enables connection of a property to the public system to determine compliance.

The action requested is to consider the third reading of the ordinance included in the Council packet. If approved, consider Summary Publication Resolution to publish the change on the City's website.

Council Member Murphy asked if there were any changes from the first reading to the second reading, or from the second reading to the third reading. He also asked if there was any public outreach.

Public Works Director Connolly said there have been no changes between any of the three readings. The only residents he had spoken to were those on Argenta Trail.

Motion to approve third and final reading of Ordinance 1476 and Resolution 2024-068 Summary Publication for amending IGH City Code, Title 8, Chapters 4 and 5 related to connection to public sanitary sewer system by Murphy, second by Scales.

Ayes: 5

Nays: 0 Motion carried.

7. PUBLIC COMMENT: none

8. MAYOR AND COUNCIL COMMENTS:

Mayor Dietrich said she had been invited to be part of the Minnesota Shopping Center Association Panel discussing retail real estate challenges and successes.

The City is accepting applications for residents interested in serving on the City's Advisory Commissions, including Planning Commission, Parks & Rec Advisory Commission and Environmental Advisory Commission. Applications are due May 1, and a link can be found on the homepage of the City's website.

9. ADJOURN:

Motion to adjourn the meeting at 10:32 p.m. by T'Kach, second by Gliva.

Ayes: 5

Nays: 0 Motion carried.

Minutes prepared by Recording Secretary Sara Lyons



Request for Council Action

SUBJECT: Approval of Disbursements

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving disbursements for the period of April 3 – 16, 2024.

BACKGROUND

The following chart represents a summary by fund type of the disbursements processed during the period of April 3 – 16, 2024. Disbursement details are attached to this memo.

Fund Type	Amount
General Fund	\$684,973.09
Special Revenue	48,148.75
Debt Service	-
Capital Projects	73,331.89
Enterprise	357,070.78
Internal Service	232,996.67
Escrows	5,618.50
Total - All Funds	\$1,402,139.68

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the disbursements as presented.

ATTACHMENTS

1. Resolution
2. Disbursements Listing (4.3.2024 - 4.16.2024)

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

RESOLUTION NO. ____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD OF April 3, 2024 -
April 16, 2024.**

WHEREAS, a detailed listing of disbursements for the period of April 3, 2024 - April 16, 2024.

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

Fund Type	Amount
General Fund	\$684,973.09
Special Revenue	48,148.75
Debt Service	-
Capital Projects	73,331.89
Enterprise	357,070.78
Internal Service	232,996.67
Escrows	5,618.50
Total - All Funds	\$1,402,139.68

Approved by the City of Inver Grove Heights, Minnesota this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Expense Approval Report

By Fund

Payment Dates 4/3/2024 - 4/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - GENERAL FUND					
LOCAL GOVERNMENT INFOR...	54600	04/11/2024	S/A Software & Web Host	101.41.2000.415.50072	5,204.00
LOCAL GOVERNMENT INFOR...	54600	04/11/2024	Public records software fees	101.42.4000.421.50072	1,190.00
LOCAL GOVERNMENT INFOR...	54600	04/11/2024	LOGIS Fire Mobiles	101.42.4200.423.50072	821.00
MN DEPT OF LABOR & INDUS...	4/2/2024	04/11/2024	Monthly surcharge 3.2024	101.207.2070100	1,436.34
MN DEPT OF LABOR & INDUS...	4/2/2024	04/11/2024	Less: Retainage Amount	101.41.0000.3414000	-28.73
MINNEAPOLIS OXYGEN CO.	00124077	04/04/2024	Oxygen cylinder rental	101.42.4200.423.30700	218.68
NVFC	10639	04/04/2024	2024 NVFC Spring Meeting & ...	101.42.4200.423.50080	250.00
CULLIGAN	157984591006X033124	04/04/2024	Bottled water for Station 1	101.42.4200.423.60065	61.83
CULLIGAN	157985524824X033124	04/04/2024	Rich Valley water service	101.44.6000.451.40050	11.30
CULLIGAN	157986034674X033124	04/04/2024	Bottled water for Station 2	101.42.4200.423.60065	140.79
SHRED-N-GO, INC.	164735	04/04/2024	2024 PNP ballots - unused shr...	101.41.1200.414.30700	45.00
MINNEAPOLIS OXYGEN CO.	20311331	04/04/2024	Oxygen cylinder rental	101.42.4200.423.30700	150.66
L.T.G. POWER EQUIPMENT	283863	04/04/2024	Whip heads credit: bought bla...	101.44.6000.451.40042	18.92
AMAZING GRACE LUTHERN C...	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
GOOD SHEPHERD LUTHERAN ...	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
EMANUAL LUTHERN CHURCH	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
CHURCH OF ST. PATRICK	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
ST. THOMAS BECKET CATHOLI...	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
FIRST CALVARY BAPTISTCHUR...	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
GRACE CHURCH OF THE NAZA...	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
INVER HILLS CHURCH	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
RIVER HEIGHTS VINEYARD CH...	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
BETHESDA LUTHERAN CHURCH	3/26/2024	04/04/2024	Polling place stipend 2024 PNP	101.41.1200.414.40065	150.00
RICHARD & HEATHER LARSON	3/27/2024	04/04/2024	Refund permit #RHTH202400...	101.42.4000.3218750	25.00
RICHARD & HEATHER LARSON	3/27/2024	04/04/2024	Refund permit #RHTH202400...	101.45.3300.3218700	50.00
KENISON, TERRI	3/29/2024	04/04/2024	Cleaning of stations 1, 2 and 3	101.42.4200.423.30700	1,600.00
VERIFIED HOLDINGS, LLC	351821	04/04/2024	Pre-employment background ...	101.41.1120.413.30700	1,096.00
BRYAN ROCK PRODUCTS	63157	04/04/2024	Ball field diamond dirt	101.44.6000.451.60016	1,059.63
MSA SAFETY INCORPORATED	963885636	04/04/2024	Training for FM Oswald for SC...	101.42.4200.423.50080	545.00
MUNICIPAL EMERGENCY SERV...	IN2027199	04/04/2024	Uniform pants	101.42.4200.423.60045	92.50
INNOVATIVE OFFICE SOLUTIO...	IN4502507	04/04/2024	Cleaning supplies	101.44.6000.451.60011	953.23
INNOVATIVE OFFICE SOLUTIO...	IN4502723	04/04/2024	Office supplies for Dan and ba...	101.42.4200.423.60010	213.34
ICMA RETIREMENT TRUST - 4...	INV0187558	04/05/2024	457 -AGE <49	101.203.2031400	5,605.38
ICMA RETIREMENT TRUST - 4...	INV0187559	04/05/2024	457 -AGE <49 %	101.203.2031400	8,749.20
ICMA RETIREMENT TRUST - 4...	INV0187560	04/05/2024	457 -AGE 50+	101.203.2031400	1,150.29
ICMA RETIREMENT TRUST - 4...	INV0187561	04/05/2024	457 PLAN -AGE 50+ %	101.203.2031400	1,046.32
ICMA RETIREMENT TRUST - 4...	INV0187562	04/05/2024	457 - ROTH AGE <50	101.203.2031400	505.00
ICMA RETIREMENT TRUST - 4...	INV0187563	04/05/2024	457 - ROTH AGE <50 %	101.203.2031400	910.63
ICMA RETIREMENT TRUST - 4...	INV0187564	04/05/2024	457 - ROTH AGE 50+	101.203.2031400	20.00
AFSCME COUNCIL 5	INV0187565	04/05/2024	UNION DUES (AFSCME FULL S...	101.203.2031000	973.17
AFSCME COUNCIL 5	INV0187566	04/05/2024	UNION DUES (AFSCME FULL S...	101.203.2031000	44.24
MINNESOTA DEPARTMENT OF...	INV0187567	04/05/2024	CASE #001570640001	101.203.2032100	342.87
TEXAS STATE DISBURSEMENT...	INV0187568	04/05/2024	CASE #0012022247	101.203.2032100	230.77
MINNESOTA DEPARTMENT OF...	INV0187569	04/05/2024	CASE #001490481201	101.203.2032100	357.72
MINNESOTA DEPARTMENT OF...	INV0187570	04/05/2024	CASE #000115468905	101.203.2032100	65.06
MINNESOTA DEPARTMENT OF...	INV0187571	04/05/2024	CASE #001563363401	101.203.2032100	426.85
MINNESOTA DEPARTMENT OF...	INV0187572	04/05/2024	CASE #001567848502	101.203.2032100	60.45
WI SCTF (WI SUPPORT COLLEC...	INV0187573	04/05/2024	PARTICIPANT ID#0004986316	101.203.2032100	433.06
LELS	INV0187574	04/05/2024	UNION DUES (LELS LIEUTENA...	101.203.2031000	282.00
MEDSURETY ACH ONLY	INV0187575	04/05/2024	HSA ELECTION-FAMILY	101.203.2032500	4,681.80
MEDSURETY ACH ONLY	INV0187576	04/05/2024	HSA ELECTION-SINGLE	101.203.2032500	7,363.67
IGH PROFESSIONAL FIREFIGHT...	INV0187577	04/05/2024	UNION DUES (IAFF)	101.203.2031000	504.01
IUOE	INV0187578	04/05/2024	UNION DUES IUOE	101.203.2031000	1,830.50

Expense Approval Report

Payment Dates: 4/3/2024 - 4/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LELS LOCAL #84	INV0187579	04/05/2024	UNION DUES (LELS)	101.203.2031000	2,256.00
MN STATE RETIREMENT SYST...	INV0187580	04/05/2024	MINNESOTA DEFERRED COM...	101.203.2031400	1,135.00
MN STATE RETIREMENT SYST...	INV0187581	04/05/2024	MINNESOTA DEFERRED COM...	101.203.2031400	1,241.74
MN STATE RETIREMENT SYST...	INV0187582	04/05/2024	457 ROTH IRA (AGE 49 & UND...	101.203.2031400	1,040.00
PERA	INV0187583	04/05/2024	PERA COORDINATED PLAN	101.203.2030600	53,164.54
PERA	INV0187584	04/05/2024	EMPLOYER SHARE (EXTRA PE...	101.203.2030600	4,089.57
PERA	INV0187585	04/05/2024	PERA DEFINED PLAN	101.203.2030600	15.77
PERA	INV0187586	04/05/2024	EMPLOYER SHARE (PERA DEFI...	101.203.2030600	15.77
PERA	INV0187587	04/05/2024	PERA POLICE & FIRE PLAN	101.203.2030600	32,124.07
PERA	INV0187588	04/05/2024	EMPLOYER SHARE (POLICE & F...	101.203.2030600	48,186.06
ICMA RETIREMENT TRUST - 4...	INV0187589	04/05/2024	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	3,372.57
ICMA RETIREMENT TRUST - 4...	INV0187590	04/05/2024	ROTH-AGE <49 %	101.203.2032400	101.11
ICMA RETIREMENT TRUST - 4...	INV0187591	04/05/2024	ROTH IRA (AGE 50 & OVER)	101.203.2032400	538.46
LELS	INV0187592	04/05/2024	UNION DUES (LELS SGT)	101.203.2031000	493.50
EFTPS	INV0187593	04/05/2024	FEDERAL WITHHOLDING	101.203.2030200	73,240.54
MN DEPT OF REVENUE (PAYR...	INV0187594	04/05/2024	STATE WITHHOLDING	101.203.2030300	31,077.88
EFTPS	INV0187595	04/05/2024	MEDICARE WITHHOLDING	101.203.2030500	20,344.98
EFTPS	INV0187596	04/05/2024	SOCIAL SECURITY WITHHOLDI...	101.203.2030400	52,922.80
TAHO SPORTSWEAR	24TS0460B	04/11/2024	T-shirts for youth basketball	101.44.6100.454.60045	636.95
BJORKLUND COMPENSATION ...	00004618	04/11/2024	Facilities Superintendent Eval...	101.41.1120.413.30700	150.00
EARL F ANDERSEN INC	0135757-IN	04/11/2024	Handicap parking signs	101.43.5200.443.60065	155.00
HOLIDAY COMPANIES	080901042400	04/11/2024	Monthly squad car washes 3...	101.42.4000.421.40041	250.00
UNIVERSAL ATHLETIC, LLC	10237104	04/11/2024	U5 t-ball equipment	101.44.6100.454.60009	272.00
JOSEPH BEZOTTE - CORE SECU...	1036	04/11/2024	Range Rental 3.25.2024	101.42.4000.421.60018	540.00
PRO-TEC DESIGN INC.	113902	04/11/2024	Camera license	101.44.6000.451.50070	2,163.63
PRO-TEC DESIGN INC.	113902	04/11/2024	Cameras, parts, accessories a...	101.44.6000.451.60040	7,327.25
ANCOM COMMUNICATIONS, ...	120567	04/11/2024	PD walkie talkie	101.42.4000.421.60045	280.00
UNIFIRST CORPORATION	1410051133	04/11/2024	Streets Uniforms	101.43.5200.443.60045	37.90
UNIFIRST CORPORATION	1410051133	04/11/2024	Parks Uniforms	101.44.6000.451.60045	25.64
UNIFIRST CORPORATION	1410052601	04/11/2024	Streets Uniforms	101.43.5200.443.60045	37.90
UNIFIRST CORPORATION	1410052601	04/11/2024	Parks Uniforms	101.44.6000.451.60045	25.64
DAKOTA CTY FINANCIAL SVCS	145002	04/11/2024	2024 CJN Partner Fees	101.42.4000.421.70501	63,125.90
DAKOTA CTY FINANCIAL SVCS	145007	04/11/2024	2024 CJN PP RMS Fee	101.42.4000.421.70501	46,144.84
DAKOTA UNLIMITED INC	150607	04/11/2024	Remaining payment on SV fen...	101.44.6000.451.40047	4,261.00
FIRST IMPRESSION GROUP	154664	04/11/2024	2024 Spring Brochure	101.44.6100.459.50030	5,640.21
DAKOTA CTY FINANCIAL SVCS	156003	04/11/2024	2024 ECU Participation Dues	101.42.4000.421.70501	21,000.00
DAKOTA CTY FINANCIAL SVCS	156010	04/11/2024	2024 Emergency Services Mg...	101.42.4000.421.70520	6,292.00
MADISON NATIONAL LIFE INS...	1615557	04/11/2024	Monthly Insurance Premium 4...	101.203.2031700	3,141.20
EYEMED	166234526	04/11/2024	Monthly premium 4.2024	101.203.2032700	250.71
KENNEDY & GRAVEN	180336	04/11/2024	General City Business	101.41.1000.413.30420	17,640.00
KENNEDY & GRAVEN	180336	04/11/2024	Silverstar Car Wash Correspo...	101.45.3200.419.30420	51.00
DAKOTA CTY DISTRICT COURT	19WSCR2292452	04/11/2024	Bail Money	101.207.2071000	100.00
DATAWORKS PLUS, LLC	24-611	04/11/2024	Software Maintenance Fee 11...	101.42.4000.421.50072	636.96
DAKOTA TREE	2594	04/11/2024	Boulevard tree removals and s...	101.43.5200.443.40046	8,250.00
SOLBERG AGGREGATE CO	28658	04/11/2024	crushed rock for road mainte...	101.43.5200.443.60016	1,181.45
RADIOTRONICS, INC.	291420	04/11/2024	AceWatchDog Service 2024	101.42.4000.421.60013	168.00
JUSTIN MICHAEL MILLER	3/27/2024	04/11/2024	Background Investigation Trai...	101.42.4000.421.50080	300.00
ASPEN MILLS	330289	04/11/2024	Commendation Bars/Medals	101.42.4000.421.60045	2,935.15
MN GLOVE & SAFETY, INC.	346586	04/11/2024	Clothing/Gloves for new empl...	101.43.5200.443.60045	144.75
METROPOLITAN COUNCIL	4/2/2024	04/11/2024	Less: retainage amount	101.41.0000.3414000	-74.55
ABDO, LLP	487328	04/11/2024	Audit Progress Billing	101.41.2000.415.30700	35,000.00
CENTRAL TURF & IRRIGATION ...	50262299-00	04/11/2024	sprinkler part	101.44.6000.451.60065	45.00
HOLMES DESIGN, INC.	5523	04/11/2024	P&R Marketing Designs & Co...	101.44.6100.459.30700	1,050.00
HOLMES DESIGN, INC.	5524	04/11/2024	P&R Marketing Designs & Co...	101.44.6100.459.30700	721.00
HOLMES DESIGN, INC.	5525	04/11/2024	Design, layout & production of...	101.44.6100.459.30700	1,280.00
DAKOTA 911	IG2024-05	04/11/2024	DCC 911 Police Dept Fee 5.20...	101.42.4000.421.70502	66,849.30
DAKOTA 911	IG2024-05	04/11/2024	DCC 911 Fire Dept Fee 5.2024	101.42.4200.423.70502	7,427.70
BRITTANY MISKOWIEC	IGHPD-04022024	04/11/2024	Dept covered psych/mental h...	101.42.4000.421.70501	275.00
GEOTAB USA, INC.	IN373874	04/11/2024	Proplus Plan 2.2024	101.42.4000.421.50072	283.43
GEOTAB USA, INC.	IN377505	04/11/2024	Proplus Plan 3.2024	101.42.4000.421.50072	283.43

Expense Approval Report

Payment Dates: 4/3/2024 - 4/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF SAINT PAUL	IN57707	04/11/2024	Womens Leadership Conferen...	101.42.4000.421.50080	720.00
ALEX PRO FIREARMS, LLC.	SRMA 1124-02	04/11/2024	Firearm repair	101.42.4000.421.40042	79.90
BERTELSON BROTHERS	WO-1289762-1	04/11/2024	Copy paper, pens, index cards...	101.42.4000.421.60010	269.96
Fund 101 - GENERAL FUND Total:					684,973.09

Fund: 205 - COMMUNITY CENTER-OPERATING FUND

TAHO SPORTSWEAR	24TS0587B	04/11/2024	Staff uniform	205.44.6230.477.60045	162.00
TWIN SOURCE SUPPLY	00509824	04/11/2024	Disinfectant wipes (50% split)	205.44.6220.475.60011	131.35
TWIN SOURCE SUPPLY	00509824	04/11/2024	Disinfectant wipes (50% split)	205.44.6240.478.60011	131.35
TWIN SOURCE SUPPLY	00509906	04/11/2024	cleaning supplies	205.44.6220.475.60011	1,152.67
TWIN SOURCE SUPPLY	00509906	04/11/2024	cleaning supplies	205.44.6240.478.60011	1,152.67
R & R SPECIALTIES OF WI, INC.	0081790-IN	04/11/2024	Zamboni blade sharpening	205.44.6240.478.40042	65.00
R & R SPECIALTIES OF WI, INC.	0081794-IN	04/11/2024	Zamboni part	205.44.6240.478.40042	253.30
DANIEL BAUER - TRUE MECH...	1325	04/11/2024	roof top unit safety check	205.44.6240.478.40040	140.00
DANIEL BAUER - TRUE MECH...	1326	04/11/2024	Weekly boiler check 3.21.2024	205.44.6220.475.40040	250.00
DANIEL BAUER - TRUE MECH...	1339	04/11/2024	Weekly boiler check 3.28.2024	205.44.6220.475.40040	250.00
DANIEL BAUER - TRUE MECH...	1344	04/11/2024	Filters for hot water loop	205.44.6220.475.60016	652.00
DANIEL BAUER - TRUE MECH...	1349	04/11/2024	replaced boiler relief valves	205.44.6220.475.40040	2,566.00
DANIEL BAUER - TRUE MECH...	1360	04/11/2024	Weekly boiler check 04.04.20...	205.44.6220.475.40040	250.00
FIRST IMPRESSION GROUP	154664	04/11/2024	2024 Spring Brochure	205.44.6210.472.50030	8,460.31
CULLIGAN	157011438908X033124	04/11/2024	Softener salt	205.44.6220.475.60065	258.48
CULLIGAN	157011438908X033124	04/11/2024	Softener salt	205.44.6240.478.60065	64.62
SMOOT ENTERPRISES ADVAN...	19864	04/11/2024	Staff uniforms - shirts and ho...	205.44.6220.475.60045	257.00
SMOOT ENTERPRISES ADVAN...	19864	04/11/2024	Staff uniforms - shirts and ho...	205.44.6240.478.60045	257.00
NAC MECHANICAL & ELECTRI...	223528	04/11/2024	Replace belimo valve and repa...	205.44.6220.475.40040	3,619.64
HUNT ELECTRIC CORPORATION	24021525	04/11/2024	Re-code VMCC safes	205.44.6210.470.30700	275.00
DANZEN OF MINNESOTA, INC.	3/12/2024	04/11/2024	Social dance class instructor f...	205.44.6250.480.30700	1,600.00
DRAIN BLASTER BILLS, LLC.	3/28/2024	04/11/2024	drain cleaning	205.44.6220.475.40040	185.00
PERFECTION PLUS, INC	315204	04/11/2024	Monthly cleaning VMCC 3.2024	205.44.6220.475.40040	6,912.70
PERFECTION PLUS, INC	315274	04/11/2024	Monthly cleaning VMCC 4.2024	205.44.6220.475.40040	6,912.70
PUSH PEDAL PULL	378862	04/11/2024	New battery for spin bike	205.44.6230.477.40042	307.99
PUSH PEDAL PULL	380117	04/11/2024	Repair recumbent bike	205.44.6230.477.40042	454.87
HOLMES DESIGN, INC.	5523	04/11/2024	P&R Marketing Designs & Coo...	205.44.6210.472.30700	1,575.00
HOLMES DESIGN, INC.	5524	04/11/2024	P&R Marketing Designs & Coo...	205.44.6210.472.30700	1,081.50
HOLMES DESIGN, INC.	5525	04/11/2024	Design, layout & production of...	205.44.6210.472.30700	1,920.00
KULLY SUPPLY, INC.	640137	04/11/2024	Flushometer and Brass Sensor	205.44.6220.475.60016	195.99
KULLY SUPPLY, INC.	640164	04/11/2024	Flushometer	205.44.6220.475.60016	172.95
HAWKINS, INC.	6719615	04/11/2024	Pool chemicals	205.44.6220.475.60024	100.47
REFLECTIONS WINDOW DOWN WA...	8544	04/11/2024	window washing svcs	205.44.6220.475.40040	900.00
GRAINGER	9069761824	04/11/2024	plumbing parts	205.44.6220.475.40040	152.30
GRAINGER	9069837293	04/11/2024	plumbing parts	205.44.6220.475.40040	12.48
GRAINGER	9071112982	04/11/2024	Door hinges	205.44.6220.475.60016	51.84
FIRST SUPPLY LLC	91125691	04/11/2024	Urinal wax rings	205.44.6220.475.60016	13.76
GOPHER	IN356249	04/11/2024	Carts to transport steps	205.44.6230.477.60040	714.56
INNOVATIVE OFFICE SOLUTIO...	IN4504953	04/11/2024	backpack vacuum	205.44.6240.478.60040	1,760.00
TOTAL MECHANICAL SERVICES...	S9964	04/11/2024	Repairs to Arena HVAC	205.44.6240.478.40040	760.00
Fund 205 - COMMUNITY CENTER-OPERATING FUND Total:					46,132.50

Fund: 290 - EDA-OPERATING FUND

KENNEDY & GRAVEN	180336	04/11/2024	EDA -Matters in preparation f...	290.45.3000.419.30420	688.50
Fund 290 - EDA-OPERATING FUND Total:					688.50

Fund: 291 - EDA-ACQUISITIONS FUND

KENNEDY & GRAVEN	180336	04/11/2024	EDA -McPhillips/Dickman Trl P...	291.45.3000.419.30420	1,327.75
Fund 291 - EDA-ACQUISITIONS FUND Total:					1,327.75

Fund: 401 - PARK CAPITAL REPLACEMENT

BRAUN INTERTEC CORPORATI...	B380984	04/11/2024	South Valley construction mat...	401.44.5900.744.30700	586.00
Fund 401 - PARK CAPITAL REPLACEMENT Total:					586.00

Fund: 402 - PARK ACQUISITION & DEVELOPMENT FUND

KENNEDY & GRAVEN	180336B	04/11/2024	Heritage Village Park construct..	402.44.6000.451.30420	30.00
DCA TITLE	DC240071	04/11/2024	Title work 1285 70th St W	402.44.6000.451.30700	600.00
FLAGSHIP RECREATION LLC	F22613	04/11/2024	picnic tables, benches and del...	402.44.6000.451.40047	19,213.00

Expense Approval Report

Payment Dates: 4/3/2024 - 4/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WSB & ASSOCIATES, INC.	R-020153-000-18	04/11/2024	Heritage Village Phase IV svcs	402.44.6000.451.30700	3,848.50
WSB & ASSOCIATES, INC.	R-023629-000-6	04/11/2024	Heritage Village Phase V Servi...	402.44.6000.451.30700	7,202.75
Fund 402 - PARK ACQUISITION & DEVELOPMENT FUND Total:					30,894.25

Fund: 440 - PAVEMENT MGMT-LOCAL STREETS

KENNEDY & GRAVEN	180336	04/11/2024	Speltz Assessment Appeal	440.74.5900.740.30420	1,129.96
KIMLEY-HORN & ASSOCIATES, ...	27386652	04/11/2024	2024 PMI Final Design	440.74.5900.740.30300	2,033.75
MN/DOT STATE SIGN SHOP	4/4/2024	04/11/2024	Argenta Blvd Street Sign Repla...	440.74.5900.740.40046	5,535.18
WSB & ASSOCIATES, INC.	R-024055-000-4	04/11/2024	Mgmt Improvement Proj – Fe...	440.74.5900.740.30300	24,678.25
WSB & ASSOCIATES, INC.	R-024458-000-1	04/11/2024	Bacardi Avenue Feasibility	440.74.5900.740.30300	8,474.50
Fund 440 - PAVEMENT MGMT-LOCAL STREETS Total:					41,851.64

Fund: 510 - WATER-OPERATING FUND

TYLER TECHNOLOGIES, INC	025-459770	04/04/2024	Insite Transaction Fees (50%) ...	510.50.7100.512.70440	2,891.25
AUTOMATIC SYSTEMS CO.	041319B	04/04/2024	Replace PLC'S at the WTP and...	510.50.7100.512.40043	49,874.00
AUTOMATIC SYSTEMS CO.	041320	04/04/2024	North side tower new PLC	510.50.7100.512.40042	9,197.00
SHADES OF GREEN OUTDOOR ...	2229	04/04/2024	Fertilizer for well houses and ...	510.50.7100.512.60016	1,900.00
LONE OAK COMPANIES	94338	04/04/2024	Utility penalty letters 3.2024 (...)	510.50.7100.512.30700	187.50
SHERWIN-WILLIAMS CO.	0248-2	04/11/2024	Paint for well #7	510.50.7100.512.40040	212.80
BAUER SERVICES OF WELCH L...	03082024-6069	04/11/2024	Curbstop Repairs	510.50.7100.512.40046	3,873.00
UTILITY CONSULTANTS INC	119656	04/11/2024	Radium Testing	510.50.7100.512.30700	598.77
GOPHER STATE ONE-CALL	4030490	04/11/2024	locate tickets	510.50.7100.512.30700	467.10
HAWKINS, INC.	6725052	04/11/2024	Chemicals for water plant	510.50.7100.512.60019	1,961.00
GRAINGER	9075877945	04/11/2024	Pipe nipple for well #3	510.50.7100.512.60016	43.14
GRAINGER	9075877952	04/11/2024	Air release valve for well #3	510.50.7100.512.60016	456.59
LONE OAK COMPANIES	94363	04/11/2024	UB Process (50%) 3.2024	510.50.7100.512.30700	670.19
LONE OAK COMPANIES	94363	04/11/2024	Add'l Postage UB (50%) 3.2024	510.50.7100.512.50035	46.86
Fund 510 - WATER-OPERATING FUND Total:					72,379.20

Fund: 511 - WATER-CAPITAL FUND

KEYS WELL DRILLING CO	2024021	04/04/2024	WTP Booster Pump Inspection	511.50.7100.512.40043	15,810.00
KENNEDY & GRAVEN	180336	04/11/2024	Contract Review - WTP Rehab	511.50.7100.512.30300	666.50
Fund 511 - WATER-CAPITAL FUND Total:					16,476.50

Fund: 520 - SEWER-OPERATING FUND

METROPOLITAN COUNCIL	0001170562	04/04/2024	Monthly MCES Charges	520.51.7200.514.40015	194,938.29
TYLER TECHNOLOGIES, INC	025-459770	04/04/2024	Insite Transaction Fees (50%) ...	520.51.7200.514.70440	2,891.25
EXPERT TREE SERVICE AND SC...	10724	04/04/2024	Cut down dead trees on sewer...	520.51.7200.514.40043	1,500.00
LONE OAK COMPANIES	94338	04/04/2024	Utility penalty letters 3.2024 (...)	520.51.7200.514.30700	187.50
LONE OAK COMPANIES	94363	04/11/2024	UB Process (50%) 3.2024	520.51.7200.514.30700	670.19
LONE OAK COMPANIES	94363	04/11/2024	Add'l Postage UB (50%) 3.2024	520.51.7200.514.50035	46.85
Fund 520 - SEWER-OPERATING FUND Total:					200,234.08

Fund: 521 - SEWER-CAPITAL FUND

METROPOLITAN COUNCIL	4/2/2024	04/11/2024	Monthly Sac Fee 3.2024	521.217.2170000	29,755.00
Fund 521 - SEWER-CAPITAL FUND Total:					29,755.00

Fund: 550 - INVER WOOD GOLF COURSE

PING	17407193	04/04/2024	Golf bags for resale	550.52.8200.523.76350	290.30
SMOOT ENTERPRISES ADVAN...	19289	04/04/2024	Seasonal staff uniforms	550.52.8600.527.60045	2,102.00
PLUMBING RESTORATION AN...	2025511	04/04/2024	Toilet removal and reinstall	550.52.8500.526.40040	275.00
WILSON SPORTING GOODS	4545459942	04/04/2024	Golf bags for resale	550.52.8200.523.76350	556.95
TITLEIST	917569322	04/04/2024	Golf balls for resale	550.52.8200.523.76450	156.67
TITLEIST	917569787	04/04/2024	Clubs for resale	550.52.8200.523.76250	368.31
TITLEIST	917604706	04/04/2024	Apparel for resale	550.52.8200.523.76200	58.80
TITLEIST	917622363	04/04/2024	Apparel for resale	550.52.8200.523.76200	294.00
TITLEIST	917622708	04/04/2024	Apparel for resale	550.52.8200.523.76200	1,867.11
TITLEIST	917656979	04/04/2024	Golf bags for resale	550.52.8200.523.76350	328.30
TITLEIST	917656980	04/04/2024	Apparel for resale	550.52.8200.523.76200	58.80
TITLEIST	917656988	04/04/2024	Golf balls for resale	550.52.8200.523.76450	253.04
TOUR EDGE GOLF MFG., INC.	IN-01684191	04/04/2024	Clubs for resale	550.52.8200.523.76250	701.50
TOUR EDGE GOLF MFG., INC.	IN-01686057	04/04/2024	Clubs for resale	550.52.8200.523.76250	123.50
TOUR EDGE GOLF MFG., INC.	IN-01689715	04/04/2024	Clubs for resale	550.52.8200.523.76250	208.66
INNOVATIVE OFFICE SOLUTIO...	IN4500429	04/04/2024	Copier paper for GC	550.52.8000.521.60010	46.88

Expense Approval Report

Payment Dates: 4/3/2024 - 4/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COLLEGE CITY BEVERAGE	1013221	04/11/2024	Alcohol for resale	550.52.8300.524.76150	867.30
TOLL GAS & WELDING SUPPLY	10559253	04/11/2024	Shop supplies for GC Mainten...	550.52.8600.527.60012	111.24
114INK	24197	04/11/2024	Golf green repair tools for resa...	550.52.8200.523.76400	5,550.00
DENNY'S 5TH AVENUE BAKERY	27037	04/11/2024	Buns, subs and donuts for resa...	550.52.8300.524.76050	110.21
SHAMROCK GROUP	3010076	04/11/2024	Ice for beverage sales	550.52.8300.524.76100	281.80
ARTISAN BEER COMPANY	3672283	04/11/2024	Beers for resale	550.52.8300.524.76150	969.30
M. AMUNDSON LLP	380372	04/11/2024	Candy, nuts and beef sticks for...	550.52.8300.524.76050	883.39
TIZOC ROSALES	4/5/2024	04/11/2024	Anniv Memb refund - moved	550.207.2070300	22.40
RYAN SALAY	4/5/2024	04/11/2024	Anniv Memb refund - moved	550.207.2070300	22.40
RYAN SALAY	4/5/2024	04/11/2024	Anniversary Membership Ref...	550.52.0000.3483900	275.60
TIZOC ROSALES	4/5/2024	04/11/2024	Anniversary Membership Ref...	550.52.0000.3483900	275.60
OESTREICH, CHARLES	4/9/2024	04/11/2024	Anniversary membership refu...	550.207.2070300	22.40
OESTREICH, CHARLES	4/9/2024	04/11/2024	Anniversary Membership Ref...	550.52.0000.3483900	275.60
COCA COLA BOTTLING COMP...	40776347007	04/11/2024	Beverages for resale	550.52.8300.524.76100	3,803.08
HEGGIES PIZZA	452133	04/11/2024	Pizzas for resale	550.52.8300.524.76050	222.30
PERFORMANCE FOOD GROUP ...	71645108	04/11/2024	Food and misc related items f...	550.52.8300.524.76050	2,629.82
GEMPLER'S INC.	INV0004579359	04/11/2024	misc shop supplies - first aid, j...	550.52.8600.527.60012	508.74
BRYAN SCHLUTER	New Lighting	04/11/2024	electrical work for LED replac...	550.52.8500.526.80200	13,705.00
Fund 550 - INVER WOOD GOLF COURSE Total:					38,226.00

Fund: 602 - RISK MANAGEMENT

DANIEL BAUER - TRUE MECH...	1281	04/04/2024	Claim 343206: Fire Dept Boat ...	602.00.2100.415.70200	1,700.50
Fund 602 - RISK MANAGEMENT Total:					1,700.50

Fund: 603 - CENTRAL EQUIPMENT

WORLD FUEL SERVICES	444944265951-41801	04/04/2024	Diesel exhaust for dump truck	603.00.5300.444.40041	199.15
WORLD FUEL SERVICES	444944265951-41801	04/04/2024	Windshield wash fluid	603.140.1450050	131.45
THE REINALT- THOMAS CORP...	6236918	04/04/2024	Tires for squad car	603.00.5300.444.60014	507.60
SNAP-ON INDUSTRIAL	ARV/60801799	04/04/2024	14.4v Battery	603.00.5300.444.60040	77.86
ZIEGLER INC	IN001399134	04/04/2024	Parts for side walk machines	603.00.5300.444.40042	139.26
ZIEGLER INC	IN001399414	04/04/2024	Parts for loader	603.00.5300.444.40042	70.32
TRENCHERS PLUS, INC.	IT09024	04/04/2024	Winch rope for chipper	603.00.5300.444.40042	540.05
MACQUEEN EMERGENCY GR...	P10700	04/04/2024	Fire truck door webbings	603.00.5300.444.40041	39.34
MACQUEEN EMERGENCY GR...	P10718	04/04/2024	Fire truck heat pan hooks	603.00.5300.444.40041	61.49
TRI-STATE BOBCAT INC.	P14141	04/04/2024	Bobcat UTV Parts	603.00.5300.444.40042	341.72
INTERSTATE POWERSYSTEMS	R001207576-01	04/04/2024	Water treatment generator re...	603.00.5300.444.40042	1,400.00
MACQUEEN EQUIPMENT INC	W13748	04/04/2024	Installation of camera batterie...	603.00.5300.444.80700	8,088.01
OXYGEN SERVICE COMPANY, ...	0003581365	04/11/2024	Oxygen for the shop	603.00.5300.444.60012	17.36
ZARNOTH BRUSH WORKS	0197598-IN	04/11/2024	Stock brooms	603.00.5300.444.40042	1,880.80
NORTH AMERICAN TRAILER S...	030004221533	04/11/2024	Differential case for dump tru...	603.00.5300.444.40041	3,344.68
PUMP AND METER SERVICE I...	1008344	04/11/2024	Labor for leak tests on fuel ta...	603.00.5300.444.40040	130.00
BOYER TRUCKS	101928	04/11/2024	Dump truck cooling system re...	603.00.5300.444.40041	328.90
KIMBALL MIDWEST	102059909	04/11/2024	Cleaner, couplers and termina...	603.00.5300.444.60012	406.72
KIMBALL MIDWEST	102085970	04/11/2024	Cable Ties & Ty-Raps	603.00.5300.444.60012	320.14
BEAUDRY OIL & SERVICE INC	1110942	04/11/2024	Diesel fuel	603.00.5300.444.60021	179.50
BEAUDRY OIL & SERVICE INC	1111206	04/11/2024	Unleaded fuel	603.00.5300.444.60021	1,307.14
BEAUDRY OIL & SERVICE INC	1111207	04/11/2024	Diesel fuel	603.00.5300.444.60021	7,659.43
UNIFIRST CORPORATION	1410051133	04/11/2024	Other Rentals for the Shop	603.00.5300.444.40065	143.37
UNIFIRST CORPORATION	1410051133	04/11/2024	Mechanics Uniforms	603.00.5300.444.60045	28.18
UNIFIRST CORPORATION	1410052601	04/11/2024	Other Rentals for the Shop	603.00.5300.444.40065	134.01
UNIFIRST CORPORATION	1410052601	04/11/2024	Mechanics Uniforms	603.00.5300.444.60045	28.18
FACTORY MOTOR PARTS COM...	1-9559744	04/11/2024	Stock oil filters	603.00.5300.444.40041	90.24
POMP'S TIRE SERVICE, INC.	2320007035	04/11/2024	Loader valve stem repairs (par...	603.00.5300.444.40042	601.90
MCK SERVICES, INC.	24112	04/11/2024	Tray for tv van	603.00.5300.444.80700	135.00
PERFECTION PLUS, INC	315204	04/11/2024	Monthly cleaning maintenanc...	603.00.5300.444.40040	521.62
PERFECTION PLUS, INC	315274	04/11/2024	Monthly cleaning maintenanc...	603.00.5300.444.40040	521.62
WORLD FUEL SERVICES	443627108933-41801	04/11/2024	Stock oil	603.00.5300.444.60022	1,916.54
WORLD FUEL SERVICES	443636829649-41801	04/11/2024	Stock oil	603.00.5300.444.60022	1,040.32
TOWMASTER TRAILERS INC	468002	04/11/2024	Road watch sensor for dump t...	603.00.5300.444.40041	327.91
TOWMASTER TRAILERS INC	468162	04/11/2024	LED light for dump truck	603.00.5300.444.40041	624.00
MAUER CHEVROLET	5102461	04/11/2024	Muffler for police pickup	603.00.5300.444.40041	1,026.86
MAUER CHEVROLET	5102485	04/11/2024	Insulator for police pickup	603.00.5300.444.40041	33.66

Expense Approval Report

Payment Dates: 4/3/2024 - 4/16/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5342031	04/11/2024	Seat covers for fire truck	603.00.5300.444.40041	57.49
INVER GROVE FORD	5342075	04/11/2024	Fire truck brake repairs	603.00.5300.444.40041	607.83
INVER GROVE FORD	5342080	04/11/2024	Brake pad for fire truck	603.00.5300.444.40041	68.99
INVER GROVE FORD	5342114	04/11/2024	Fire truck brake repairs	603.00.5300.444.40041	291.63
INVER GROVE FORD	5342173	04/11/2024	Cone/Rollers and cup bearings...	603.00.5300.444.40041	265.90
INVER GROVE FORD	5342174	04/11/2024	Fire truck bracket parts	603.00.5300.444.40041	479.29
INVER GROVE FORD	5342193	04/11/2024	Fire truck seal	603.00.5300.444.40041	38.53
INVER GROVE FORD	5342232	04/11/2024	Seat pads and cover for fire tr...	603.00.5300.444.40041	474.67
INVER GROVE FORD	5342249	04/11/2024	Credit for returned parts	603.00.5300.444.40041	-100.00
INVER GROVE FORD	5342536	04/11/2024	Ehaust sensor for squad car	603.00.5300.444.40041	55.89
INVER GROVE FORD	5342679	04/11/2024	Parts to repair parks dept truck	603.00.5300.444.40041	255.51
MAUER CHEVROLET	6106441	04/11/2024	New key programming for poli...	603.00.5300.444.40041	308.63
THE REINALT- THOMAS CORP...	6234258	04/11/2024	Tires for fire dept squad car	603.00.5300.444.60014	846.00
THE REINALT- THOMAS CORP...	6237256	04/11/2024	Tires for police truck	603.00.5300.444.60014	2,078.60
COMO LUBE & SUPPLIES	702638	04/11/2024	Disposal of used oil	603.00.5300.444.40025	35.00
POMP'S TIRE SERVICE, INC.	980116645	04/11/2024	Squad car tires	603.00.5300.444.60014	1,620.00
EMERGENCY AUTOMOTIVE TE... AW121523-1BO		04/11/2024	End cap for fire truck	603.00.5300.444.40041	176.32
EMERGENCY AUTOMOTIVE TE... BA112823-33BO		04/11/2024	Fire truck LED plug for traffic ...	603.00.5300.444.40041	445.20
MACQUEEN EQUIPMENT INC	E01893	04/11/2024	Camera van televising equipm...	603.00.5300.444.80700	120,706.00
MACQUEEN EMERGENCY GR...	P10751	04/11/2024	Brush truck auto eject for sho...	603.00.5300.444.40041	389.10
NUSS TRUCK AND EQUIPMENT	PSO093300-1	04/11/2024	Parts for blacktop truck	603.00.5300.444.40041	419.70
NUSS TRUCK AND EQUIPMENT	PSO093567-1	04/11/2024	Injector for dump truck	603.00.5300.444.40041	167.05
MACQUEEN EMERGENCY GR...	W05898	04/11/2024	Fire truck water tank repairs	603.00.5300.444.40041	4,699.51
Fund 603 - CENTRAL EQUIPMENT Total:					168,731.17
Fund: 605 - CITY FACILITIES					
CULLIGAN	157985030228X033124	04/11/2024	softener salt	605.00.7500.460.60065	64.70
HUEBSCH SERVICES	20307060	04/11/2024	lobby mats	605.00.7500.460.40065	176.60
MAS COMMUNICATIONS	240300050101	04/11/2024	City Hall elevator emergency ...	605.00.7500.460.40040	54.15
PERFECTION PLUS, INC	315204	04/11/2024	Monthly cleaning city hall & p...	605.00.7500.460.40040	5,133.19
PERFECTION PLUS, INC	315274	04/11/2024	Monthly cleaning city hall & p...	605.00.7500.460.40040	5,133.19
TOTAL CONSTRUCTION & EQU...38888		04/11/2024	lights relocated for new sign	605.00.7500.460.40040	9,611.20
CINTAS CORPORATION	5204673959	04/11/2024	First aid kit refill	605.00.7500.460.60065	251.59
REFLECTIONS WINDOWDOWN WA... 8544		04/11/2024	window washing svcs	605.00.7500.460.40040	2,350.00
Fund 605 - CITY FACILITIES Total:					22,774.62
Fund: 606 - TECHNOLOGY FUND					
LOCAL GOVERNMENT INFOR...	54600	04/11/2024	PD Internet & Fiber	606.00.1400.413.50072	8,061.00
DELL MARKETING	10739283417	04/11/2024	Computers: 3 Laptops & 1 Des...	606.00.1400.413.80610	23,955.35
INSIGHT PUBLIC SECTOR	1101151362	04/11/2024	Office 365 Monthly license 3....	606.00.1400.413.50072	2,577.50
PRO-TEC DESIGN INC.	113861	04/11/2024	Cameras 3.28.2024	606.00.1400.413.60040	2,560.53
ZAYO GROUP, LLC	20400282	04/11/2024	Multi-site Phones 3.23.2024	606.00.1400.413.50020	1,184.40
VERIZON WIRELESS	9959934463	04/11/2024	Monthly Cell Phone 3.2024	606.00.1400.413.50020	600.17
SPOK, INC.	H0317493P	04/11/2024	Monthly Translation Svcs 3.31...	606.00.1400.413.50072	5.22
QUADIENT LEASING USA, INC.	Q1262424	04/11/2024	Postage Lease 1.26.2024 - 4.25...	606.00.1400.413.40050	846.21
Fund 606 - TECHNOLOGY FUND Total:					39,790.38
Fund: 702 - ESCROW FUND					
BOLTON & MENK, INC.	0332630	04/11/2024	Update NRD Sanitary Sewer ...	702.229.2283004	490.00
KENNEDY & GRAVEN	180336	04/11/2024	SWFMA - Legal Services	702.229.2283104	204.00
KENNEDY & GRAVEN	180336	04/11/2024	Yellowtree Development	702.229.2283404	867.00
KENNEDY & GRAVEN	180336	04/11/2024	Potholing Plan and DC Amen...	702.229.2298003	1,071.00
KENNEDY & GRAVEN	180336	04/11/2024	Retaining Wall and Phase 3 De...	702.229.2304103	612.00
KENNEDY & GRAVEN	180336	04/11/2024	Meeting -development applica...	702.229.2309102	255.00
KENNEDY & GRAVEN	180336	04/11/2024	Robert Curve 5th Add. Fee Tra...	702.229.2309503	408.00
KENNEDY & GRAVEN	180336	04/11/2024	Buckley Place/Zubarev Develo...	702.229.2309903	204.00
EHLERS AND ASSOCIATES, INC.	96951	04/11/2024	Stuart Development Analysis -...	702.229.2284004	1,507.50
Fund 702 - ESCROW FUND Total:					5,618.50
Grand Total:					1,402,139.68



Request for Council Action

SUBJECT: **Personnel Actions**

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Janet Shefchik, HR Manager, 651.450.2512

ACTION REQUESTED

The Council is asked to confirm and approve the personnel actions as attached.

BACKGROUND

The attached listing of hires, promotions, resignations and/or retirements is presented for Council approval. Data contained in the attachment is not public information until after Council takes action and therefore the attachment is not visible to the public prior to approval.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the attached personnel actions.

ATTACHMENTS

1. Personnel Actions 4.22.24 (hires-terms)



Request for Council Action

SUBJECT: **Resolution Amending Position Classification Plan**

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, amending the City's position classification plan.

BACKGROUND

The City maintains a formal position classification plan that assigns each staff position within the City organization to a pay grade. Each pay grade then has a minimum and maximum wage or salary amount, and incremental steps for moving within the range.

As part of the recently approved reorganization within the Parks & Recreation Department, the Council is asked to amend the position classification plan to reflect the following changes:

1. Addition of the position of Facilities Maintenance Superintendent to Pay Grade 21
2. Deletion of the position of Operations & Maintenance Supervisor from the plan.

FISCAL IMPACT

This action does not have a direct fiscal impact for 2024, because the new Facilities Maintenance Superintendent is expected to be brought on mid-year and at the lower end of the Grade 21 pay scale. However, over time, it is expected that the Facilities Maintenance Superintendent will progress through the wage scale, reaching a higher maximum salary than the former Operations & Maintenance Supervisor would have.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, amending the City's position classification plan.

ATTACHMENTS

1. Resolution Approving Amended Position Classification Plan (April 2024)
2. Inver Grove Heights Position Classification Plan (April 22 2024 amendment)

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

RESOLUTION NO. _____

RESOLUTION AMENDING THE CITY'S POSITION CLASSIFICATION PLAN

WHEREAS, the City maintains a formal position classification plan that assigns each staff position within the City organization to a pay grade. Each pay grade then has a minimum and maximum wage or salary amount, and incremental steps for moving within the range; and

WHEREAS, from time to time there is a need to amend the classification plan to add or remove positions to coincide with the changing needs of the organization or to adjust the classification of an existing position to maintain competitive rates of pay within the market or reflect changes in job duties.

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the following changes be made to the City's Position Classification Plan:

1. The position of Facilities Maintenance Superintendent is hereby added to the plan at Grade 21.
2. The position of Operations & Maintenance Supervisor is hereby removed from the plan.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

City of Inver Grove Heights Job Ratings – Salary Grade & Exempt Status

Classification Title:	Salary Grade	Exempt Status
City Administrator	31	E
Chief of Police	28	E
Director of Public Works	27	E
Director of Parks & Recreation	27	E
Fire Chief	27	E
Director of Community Development	27	E
Director of Finance	27	E
Deputy Fire Chief	24	E
Police Commander	24	E
Human Resources Manager	24	E
City Engineer	24	E
Technology Manager	23	E
Police Lieutenant	22	E
Assistant Finance Director	22	E
Assistant Chief/Fire Marshal	22	E
Chief Building Official	22	E
Assistant City Engineer (P.E.)	21	E
City Planner	21	E
<u>Facilities Maintenance Superintendent</u>	<u>21</u>	<u>E</u>
Parks Superintendent	21	E
Communications Manager	21	E
Recreation Superintendent	21	E
Shift Captain – Fire	21	NE
Street Maintenance Superintendent	21	E
Utilities Superintendent	21	E
Community Center Manager	20	E
Golf Course Clubhouse Superintendent	20	E
Sergeant	20	NE
City Clerk	19	E
Golf Course Superintendent	19	E
Shift Lieutenant - Fire	19	NE
Associate Planner	18	NE
Fire Operations Supervisor	18	E
<u>Operations & Maintenance Supervisor</u>	<u>18</u>	<u>E</u>
Senior Accountant	18	NE
Systems Administrator	18	E
Utility Billing Coordinator	18	NE
Aquatics Coordinator	17	NE
Firefighter/Fire Inspector	17	NE
Fitness Coordinator	17	NE
Graduate Civil Engineer	17	E
Police Officer	17	NE
Senior Engineering Technician	17	NE
Senior Combination Inspector (Bldg.)	17	NE
Accountant/Wage and Benefits Coord.	16	NE
Assistant Planner	16	NE
Environmental Specialist	16	NE
Combination Inspector (Bldg.)	16	NE
Firefighter	16	NE

Classification Title:	Salary Grade	Exempt Status
Golf Operations Coordinator	16	E
Mechanic Lead Worker	16	NE
Park Maintenance Coordinator	16	NE
Recreation Coordinator	16	NE
Support Services Supervisor	16	E
Assist. Golf Course Superintendent	15	E
Engineering Technician	15	NE
Environmental Resources Tech.	15	NE
GIS Specialist	15	NE
Human Resources Coordinator	15	NE
Code Compliance Coordinator	15	NE
Water Plant Operator	15	NE
Accounting Technician, Sr.	14	NE
GIS Tech II	14	NE
Golf Course Mechanic	14	NE
IT Specialist	14	NE
Mechanic	14	NE
Communications Specialist	13	NE
Deputy City Clerk	13	NE
Street Maintenance Lead Worker	13	NE
Utilities Lead Worker	13	NE
Accounting Technician	12	NE
Administrative Specialist	12	NE
Community Develop. Support Spec.	12	NE
Engineering Support Specialist	12	NE
Public Works Support Specialist	12	NE
Records Specialist	12	NE
Sign Worker – Street Maintenance	12	NE
Assistant to Chief Building Official	11	NE
Sr. Office Support	11	NE
Recreation Specialist	11	NE
Evidence Technician	10	NE
GIS Tech I	10	NE
Office Support II	10	NE
City Facilities Maintenance Worker	10	NE
Parks Maintenance Worker	10	NE
Street Maintenance Worker	10	NE
Utility Maintenance Worker	10	NE
VMCC Maintenance Worker	10	NE
Custodian II	9	NE
Lead Customer Service Specialist	9	NE
Office Support	9	NE
VMCC Operations Worker	9	NE
Customer Service Specialist	8	NE
Golf Course Technician	4	NE
Police Cadet	3	NE
Golf Course Cashier	2	NE
Table last updated	As of:	<u>4/22/24</u>



Request for Council Action

SUBJECT: Rubbish Hauler License Renewals

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to approve the renewal of nine Rubbish Hauler Licenses for the period of May 1, 2024 through April 30, 2025.

BACKGROUND

There are currently 11 rubbish haulers licensed to do business in the City of Inver Grove Heights. Of those, the following 9 businesses have submitted renewal applications accompanied by the necessary fees and insurance certificates and are now brought forward for Council approval:

Doing Business As:	Business Address:
Allied Waste Services	11380 Courthouse Blvd, Inver Grove Heights, MN 55077
Aspen Waste Systems	2951 Weeks Ave, Minneapolis, MN 55414
Dick's Sanitation Service	P.O. Box 769, Lakeville, MN 55044
Highland Sanitation & Recycling	1811 Century Ave, Newport, MN 55055
Inver Grove Sanitation	3662 73rd St E, Inver Grove Heights, MN 55076
Nitti Sanitation	16555 Clayton Ave E, Rosemount, MN 55068
Tennis Sanitation	720 4th St - P.O. Box 62, St. Paul Park, MN 55071
Triangle Rubbish Service	1881 South Lexington Ave S, Mendota Heights, MN 55118
Veit Disposal Systems	14000 Veit Place, Rogers, MN 55374

Renewal applications have not yet been received from the other two current license holders.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the license renewals listed above.

ATTACHMENTS

None

Request for Council Action

SUBJECT: **Resolutions Approving Amended Budgets for City Project Nos. 2024-09 D, F, G, H and I**

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolutions, approving amended budgets for City Project Nos. 2024-09 D, F, G, H and I as part of the 2024 Pavement Management Initiative.

BACKGROUND

At its March 18, 2024 meeting, the Council awarded a contract to McNamara Contracting Inc. for five projects within the 2024 Pavement Management Initiative (PMI), including:

- 2024-09D – Delano Way and Dempsey Way Area
- 2024-09F – Corcoran Path and Dawson Way Area
- 2024-09G – South Grove Area 7
- 2024-09H – 96th Street and 99th Street Area
- 2024-09I – Bixby Way

The cost of each of the five projects, plus the total combined cost, remain unchanged. However, staff erred in the calculation of the share of each project's costs to be allocated to Special Assessments, Pavement Management - Local Streets Fund, and the Stormwater Capital Fund. Budgets for each project were originally approved by the Council via Resolutions 2024-045 through 2024-049 adopted on March 18, 2024. The attached Resolutions correct the errors to reflect the correct budget amounts by funding source. The total cost for each project remains the same.

FISCAL IMPACT

Funding for these projects will come from the Pavement Management - Local Streets Fund (Fund 440), Water Capital Fund (Fund 511), Sewer Capital Fund (Fund 521), Storm Water Capital Fund (Fund 531), and Special Assessments. This action does not change the total budget for any of the five projects, it simply corrects the share of each project cost coming from the various funding sources.

RECOMMENDATION

Staff recommends adoption of the attached Resolutions, approving the amended budgets for City Project Nos. 2024-09 D, F, G, H and I.

ATTACHMENTS

1. Resolution Approving Amended Budget - 2024-09D
2. Resolution Approving Amended Budget - 2024-09F
3. 2024.04.22 Resolution Approving Amended Budget - 2024-09G 4.18 swd v2
4. Resolution Approving Amended Budget - 2024-09H
5. Resolution Approving Amended Budget - 2024-09I

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDED BUDGET FOR CITY PROJECT
NO. 2024-09D - DELANO WAY AND DEMPSEY WAY AREA**

WHEREAS, on March 18, 2024, the City Council adopted Resolution No. 2024-045, adopting a budget for City Project No. 2024-09D; and

WHEREAS, City staff has subsequently identified a mistake in the allocation of project costs to the various funding sources;

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the following correction to the budget for City Project No. 2024-09D is hereby adopted:

FUNDING SOURCES	2024-09D
Pavement Management - Local Streets (Fund 440) ⁽²⁾	\$420,741.61 <u>\$343,810.16</u>
Water Capital (Fund 511)	\$17,690.40
Sewer Capital (Fund 521)	\$32,776.56
Storm Water Capital (Fund 531) ⁽²⁾	\$42,021.90 <u>\$49,165.62</u>
Special Assessments ⁽²⁾	\$410,516.01 <u>\$480,303.74</u>
TOTAL	\$923,746.48

(1) Cost based on 12% of contract bid costs for the work.

(2) Assessments, pavement management, and storm water are prorated based on the final cost estimate using bid pricing **and updated bid assessment calculations.**

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDED BUDGET FOR CITY PROJECT
NO. 2024-09F - CORCORAN PATH AND DAWSON WAY AREA**

WHEREAS, on March 18, 2024, the City Council adopted Resolution No. 2024-046, adopting a budget for City Project No. 2024-09F; and

WHEREAS, City staff has subsequently identified a mistake in the allocation of project costs to the various funding sources;

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the following correction to the budget for City Project No. 2024-09F is hereby adopted:

FUNDING SOURCES	2024-09F
Pavement Management - Local Streets (Fund 440) ⁽²⁾	\$588,594.06 <u>\$495,334.10</u>
Water Capital (Fund 511)	\$53,235.00
Sewer Capital (Fund 521)	\$38,556.18
Storm Water Capital (Fund 531) ⁽²⁾	\$14,015.25 <u>\$16,397.84</u>
Special Assessments ⁽²⁾	\$534,572.78 <u>\$625,450.15</u>
TOTAL	\$1,228,973.27

(1) Cost based on 12% of contract bid costs for the work.

(2) Assessments, pavement management, and storm water are prorated based on the final cost estimate using bid pricing **and updated bid assessment calculations.**

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDED BUDGET FOR CITY PROJECT
NO. 2024-09G – SOUTH GROVE AREA 7**

WHEREAS, on March 18, 2024, the City Council adopted Resolution No. 2024-047, adopting a budget for City Project No. 2024-09G; and

WHEREAS, City staff has subsequently identified a mistake in the allocation of project costs to the various funding sources;

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the following correction to the budget for City Project No. 2024-09G is hereby adopted:

FUNDING SOURCES	2024-09G
Pavement Management – Local Streets (Fund 440) ⁽²⁾	\$1,367,120.47 <u>\$1,124,610.60</u>
Water Capital (Fund 511)	\$84,058.00
Sewer Capital (Fund 521)	\$80,696.78
Storm Water Capital (Fund 531) ⁽²⁾	\$129,882.98 <u>\$168,847.88</u>
Special Assessments ⁽²⁾	\$1,097,802.53 <u>\$1,301,347.50</u>
TOTAL	\$2,759,560.76

(1) Cost based on 12% of contract bid costs for the work.

(2) Assessments, pavement management, and storm water are prorated based on the final cost estimate using bid pricing **and updated bid assessment calculations.**

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDED BUDGET FOR CITY PROJECT
NO. 2024-09H - 96TH STREET & 99TH STREET AREA**

WHEREAS, on March 18, 2024, the City Council adopted Resolution No. 2024-048, adopting a budget for City Project No. 2024-09H; and

WHEREAS, City staff has subsequently identified a mistake in the allocation of project costs to the various funding sources;

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the following correction to the budget for City Project No. 2024-09H is hereby adopted:

FUNDING SOURCES	2024-09H
Pavement Management - Local Streets (Fund 440) ⁽²⁾	\$717,742.14 <u>\$616,854.60</u>
Water Capital (Fund 511)	-
Sewer Capital (Fund 521)	-
Storm Water Capital (Fund 531) ⁽²⁾	\$26,747.55 <u>\$39,431.09</u>
Special Assessments ⁽²⁾	\$751,382.63 <u>\$839,586.63</u>
TOTAL	<u>\$1,495,872.32</u>

(1) Cost based on 12% of contract bid costs for the work.

(2) Assessments, pavement management, and storm water are prorated based on the final cost estimate using bid pricing **and updated bid assessment calculations.**

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AMENDED BUDGET FOR CITY PROJECT
NO. 2024-09I - BIXBY WAY**

WHEREAS, on March 18, 2024, the City Council adopted Resolution No. 2024-049, adopting a budget for City Project No. 2024-09I; and

WHEREAS, City staff has subsequently identified a mistake in the allocation of project costs to the various funding sources;

NOW THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council that the following correction to the budget for City Project No. 2024-09I is hereby adopted:

FUNDING SOURCES	2024-09I
Pavement Management - Local Streets (Fund 440) ⁽²⁾	\$27,514.89 <u>\$16,022.22</u>
Water Capital (Fund 511)	\$2,577.30
Sewer Capital (Fund 521)	\$6,206.70
Storm Water Capital (Fund 531) ⁽²⁾	\$352.20 <u>\$426.16</u>
Special Assessments ⁽²⁾	\$54,374.80 <u>\$65,793.51</u>
TOTAL	\$91,025.89

(1) Cost based on 12% of contract bid costs for the work.

(2) Assessments, pavement management, and storm water are prorated based on the final cost estimate using bid pricing **and updated bid assessment calculations.**

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Approve Budget Resolution and Award Contracts for City Project No. 2024-13 - Doffing Lift Station (Lift Station #2) Rehabilitation.**

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Eric Kramer, Utility Superintendent, 651.450.2565

ACTION REQUESTED

The Council is asked to approve the attached Resolution, accepting the quotes from Quality Flow Systems and Automatic Systems, and entering into two contracts for City Project No. 2024-13 - Doffing Lift Station (Lift Station #2) Rehabilitation.

BACKGROUND

The Doffing Lift Station (Lift Station #2) is a sanitary sewer lift station located at 6320 Doffing Ave. E. Constructed in 1972, the lift station has received routine preventative maintenance over its life span, but at 52 years old, the pumps and control systems are reaching the end of their life cycle. Staff have solicited quotes for two separate improvements, as follows:

Pump, Piping, and Control Panel Replacement:

Contractor	Quote Received
Quality Flow	\$72,550.00
Electric Pump & Automatic Systems	\$86,145.00

Programmable Logic Controller (PLC) and SCADA System Connection:

Contractor	Quote Received
Automatic Systems Co.	\$12,122.00

The use of two different contractors is desired, as the PLC and SCADA system components are specialty electrical components that are best completed after pump replacement work, and by a specialty electrical contractor with experience working on the City's SCADA system. The new pumps and control panel will result in more efficient pump operation than existing pumps, and have lower annual operation and maintenance costs. A new control panel will allow for ongoing monitoring of pump performance, as well as provide better monitoring for pump and seal operational issues than the current control panel.

FISCAL IMPACT

This is a planned and budgeted project, that was included in the City's adopted Capital Improvement Plan (CIP) for this year.

The budget and costs for City Project No. 2024-13 are summarized in the table below:

2024-13 (Base Budget)	Low Bid (Contract Award)	15% Construction Contingency	Proposed Budget (w/Contingency)	Difference from Base Budget
\$150,000.00	\$84,672.00	\$12,700.00	\$97,372.00	(\$52,628.00)

Funding for Project 2024-13 is recommended from the Sewer Capital Fund (Fund 521) as indicated in the accompanying Resolution.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, and acceptance of the quotes and authorization to enter into contracts with Quality Flow in the amount of \$72,550 and Automatic Systems Co. in the amount of \$12,122, for City Project No. 2024-13 - Doffing Lift Station (Lift Station #2) Rehabilitation.

ATTACHMENTS

1. Resolution - Budget Approval (2024-13)
2. Contract - Quality Flow
3. Contract - Automatic Systems

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

RESOLUTION NO. _____

RESOLUTION APPROVING THE BUDGET FOR CITY PROJECT NO. 2024-13

WHEREAS, the City Council has considered City Project No. 2024-13, providing for the rehabilitation of the Doffing Lift Station (Lift Station #2); and

WHEREAS, finding the project to be necessary and beneficial to the orderly and efficient construction and/or maintenance of city infrastructure, the City Council has ordered the project and awarded contracts for project construction.

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

1. The following budget is hereby adopted for City Project No. 2024-13:

PROJECT COSTS	
Construction Bid – Quality Flow (Pump & Control Panel)	\$72,550.00
Construction Bid – Automatic Systems (PLC)	\$12,122.00
Construction Contingency (15%)	\$12,700.00
TOTAL	\$97,372.00

FUNDING SOURCES	
Sewer Capital – Connection Fund (Fund 521)	\$97,372.00
TOTAL	\$97,372.00

2. The Public Works Director is authorized to direct the use of contingency funds up to the approved amount for project work in the case of changes in site conditions, quantity adjustment, or unforeseen expenses necessary to complete the project as proposed.

Approved by the City Council of the City of Inver Grove Heights, Minnesota, this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

AGREEMENT FOR SERVICES
CITY OF INVER GROVE HEIGHTS

2024 Doffing Lift Station Upgrade
City Project No. 2024-13

THIS AGREEMENT ("Agreement") is made and executed this 22nd day of April 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation ("City") and Quality Flow, a corporation organized and existing under the laws of the State of Minnesota.

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS. The City agrees to engage Contractor as an independent contractor for the purposes of performing certain services ("Services") as defined in the following documents, which shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A.** Quote dated February 19th, 2024, attached as **Exhibit A** and incorporated herein by reference.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents and in compliance with all federal, state and local laws. Contractor represents that it has the requisite skill, training, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.

3. OBLIGATIONS OF THE CITY. The City shall pay the Contractor the sum of **\$72,550.00** inclusive of sales tax for successful completion of the Services. Contractor shall submit itemized bills for Services provided to the City on a monthly basis. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the City will pay the Contractor. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and invoicing by the Contractor. Bills submitted shall be paid in the same manner as other claims made

to the City. Any changes in the scope of Services that may result in an increase to the compensation due to the Contractor shall require prior written approval by the Authorized Representative of the City or the City Council. The City will not pay additional compensation for Services that do not have prior written authorization. Prior to payment by the City, Contractor shall submit evidence that all payrolls, material bills, subcontractors, and other indebtedness connected with the Services have been paid as required by the City.

4. ASSIGNMENT. Neither party may assign or transfer any interest or obligation in this Agreement without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

5. TIME OF PERFORMANCE. The Contractor shall complete the Services on or before December 1st, 2024. NOTE: If the obligations are not complete within said time period or date, the Contractor agrees to pay \$400 per day not as penalty but as liquidated damages until its obligations are complete.

6. PROMPT PAYMENT TO SUBCONTRACTORS.

- A. Pursuant to Minnesota Statute §471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- B. Minn. Stat. § 290.92 requires that the City obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

7. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.

8. RESPONSIBLE CONTRACTOR.

- A. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.
- B. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.
- C. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

9. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.

10. INSURANCE REQUIREMENTS. Contractor shall obtain the following minimum insurance coverage by a single policy or a combination of policies (including umbrella policies) and maintain the required coverage at all times throughout the life of the Agreement, with the City endorsed as an additional insured:

- A. General Liability. The Contractor shall 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 insureds.

- B. Workers Compensation Pursuant to Minnesota Statute §176.182 Contractor must provide acceptable evidence of compliance with the state Workers' Compensation insurance requirements for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance or acceptable evidence of compliance in accordance with the statutory requirements of the State of Minnesota. The Contractor shall 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

- C. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.

The Additional Insured coverage must be primary and non-contributory. Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards: X (Explosion); C (Collapse); and U (Underground)

For any Agreement involving the repair, maintenance or construction of property that involves the provision of equipment, supplies or materials to the City for projects greater than \$100,000, the Contractor shall obtain and maintain Builder's Risk insurance in an amount not less than the project or contract cost.

Prior to commencing the Services, Contractor shall submit a Certificate of Insurance to the City showing proof the above required coverages are in full force and effect. 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. The City shall be named as an

additional insured on the Commercial General Liability Insurance Policy. The City retains the right to revise the insurance requirements depending on the size and risk of the project.

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.

11. PERMITS AND LICENSES; RIGHTS-OF-WAY AND EASEMENTS. The Contractor shall procure all permits and licenses, pay all charges and fees therefore, and give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction resulting from the City's not timely obtaining rights-of-way or easements.

12. TERMINATION.

- A. Termination for Convenience. This Agreement may be terminated by either party upon 30 days' written notice delivered to the other party at the addresses listed in Section 15 of this Agreement. Upon termination under this provision, if there is no default by the Contractor, Contractor shall be paid for Services rendered and reimbursable expenses through the effective date of termination.
- B. Termination Due to Default. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure that is acceptable to the other party.
- C. Remedies. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Agreement by the Contractor. The City may, in such event:
 - i. Withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined.
 - ii. Perform the Services, in which case, the Contractor shall within 30 days after written billing by the City, reimburse the City for any costs and expenses incurred by the City.

The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

- D. Upon termination of this Agreement, the Contractor shall furnish to the City copies or duplicate originals of all documents or memoranda prepared for the City not previously furnished.

13. DELAY IN PERFORMANCE. Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Contractor under this Agreement. If such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor will be entitled to payment for its reasonable additional charges, if any, due to the delay.

14. CITY'S REPRESENTATIVE. The City has designated Eric Kramer to act as the City's Authorized Representative with respect to the Services to be performed under this Agreement. Eric Kramer shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Services covered by this Agreement.

15. DATA PRACTICES/RECORDS. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy. 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.

16. NONDISCRIMINATION. Contractor agrees that in its 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. Contractor further agrees to comply with the nondiscrimination provisions of Minnesota Statutes, Section 181.59.

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18. DEFENSE OBLIGATION. To the fullest extent permitted by law, the Contractor shall 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.

19. NOTICES. Notices shall be communicated to the following addresses:

If to City:	City of Inver Grove Heights 8150 Barbara Ave. Inver Grove Heights, MN 55077 Attention: Eric Kramer
Or e-mailed:	Eric Kramer: ekramer@ighmn.gov
If to Contractor:	Quality Flow 800 6 th St. N.W. New Prague, MN 56071
Or emailed:	Cory Malay: cory@qfsi.net

20. WAIVER. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Agreement and any action must be venued in Dakota County District Court. .

22. SEVERABILITY. If any provision, term, or condition of this Agreement is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms, and conditions of this Agreement, unless such invalid or unenforceable provision, term, or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

23. AMENDMENTS. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

24. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

CITY OF INVER GROVE HEIGHTS

**Quality Flow
800th 6th S. N.W.
New Prague, MN 56071**

BY: _____
Brenda Dietrich

Its: Mayor

ATTEST:

BY: _____
Rebecca Kiernan

Its: City Clerk

Council Approval Date: April 22, 2024

BY: _____

Its: _____

Date: _____

EXHIBIT A



800 6th St. N.W.
New Prague, MN 56071
Office: (952) 758-9445
Fax: (952) 758-9661

Quotation			
To:	<u>Inver Grove Heights, MN</u>	Date:	<u>02/19/2024</u>
		From:	<u>Cory Malay</u>
		Phone:	<u>(952) 758-9445</u>
Attn:	<u>Eric Kramer</u>	Engineer:	<u>N/A</u>

Re:	<u>Inver Grove Heights, MN, Doffing Lift Station Rehab</u>
-----	--

Quality Flow Systems is pleased to provide a quotation in accordance with your request and as follows:

Item A

Lift Station; Duplex Guide System / Discharge Piping / Pump Replacement;

This will consist of replacing both submersible pumps, designed accordingly to the existing pumps. We will also be supplying and installing new pump guide systems, new discharge piping, and a vent pipe. Please see my itemized parts and labor breakdown below.

<u>Qty</u>	<u>Description</u>
2	KSB, Model ARX D-Max 100-230/070F4YSG2, 9.4hp, 230/3, 1750rpm submersible pumps to include: • Semi-open non-clog impellers • Double mechanical seals in tandem • 2-part epoxy paint • 50' of power cable per pump • Class 1 Div.1 explosion proof motors, IE3 rated • Stainless steel pump lifting handles • 20' of stainless-steel lifting cable per pump • Seal fail / over temp sensors built into pumps • 7 Year pump warranty
2	KSB, Guide claws 4"
2	KSB, Base elbows 4" x 4"
2	Stainless steel upper brackets
2	4" Swing check valves, flange by flange, D.I.
2	4" Gate valves, flange by flange, D.I.
1	Stainless steel cable rack
2	4" x 10' long, flange by plain end pipes, concrete lined ductile iron
1	4" x 3' long, flange by plain end pipes, concrete lined ductile iron
3	4" FCA's
A/R	Bolt and gasket kits / misc. hardware
80	2" Stainless steel guide pipes, schedule 40 wall thickness
2	4" 90-degree elbows, flange by flange
1	4" T, Flange by flange
1	Vent pipe with screen, 4" diameter x 36" tall (mounting plate style)
1	Freight to jobsite
1	Installation of all above listed equipment
1	Removal & disposal existing equipment
A/R	Onsite start-up of pumps

Item B

Lift Station; Duplex Control Panel; Duplex pump control panel for operation on 240 Volt, 3-Phase, 3-Wire, 60-Hz incoming service. The enclosure is 1-door, suitable for rack-mounting, NEMA 4X, 304 Stainless Steel, measuring approximately 48"H x 36"W x 12"D. Inner dead-front door, 3-point pad-lockable handle and steel (painted white) component chassis will be provided. The system will provide control for two (2) 10 HP submersible pumps in response to wetwell level as sensed by transducer (primary) and float switches (back-up).

To include:

<u>Qty</u>	<u>Description</u>
1	CB; Main Disconnect; 3P; 240VAC; 100A; SE Rated (10kAIC)
2	CB; Pump Disconnect; 3P; 240VAC; 60A
2	Motor Starter; NEMA size 2; with adjustable solid-state OL relay
1	Phase Monitor
1	Surge Arrestor; 3-Phase
1	Control Power Transformer with fusing
1	Breaker; 1P; 15A; (GFCI)
1	Breaker; 1P; 10A; (Control Power)
1	GFCI Receptacle; 15A; (convenience)
1	Heater; Fan-forced; 200W; thermostatically controlled
2	Pump Protective Module (Overtemp & Seal Fail); with socket
2	Light-Pilot; P-T-T; 120VAC FV; LED; Green Fresnel Cap (pump running)
5	Light-Pilot; P-T-T; 120VAC FV; LED; Red Fresnel Cap (pump overtemp, pump overload, hi level)
2	Light-Pilot; P-T-T; 120VAC FV; LED; Amber Fresnel Cap (pump seal fail)
2	Push Button; (each pump reset)
2	Switch; 3-position; (each pump H-O-A)
2	Runtime meter; non-resettable (each pump)
A/R	Control Relay; 3PDT; 120VAC; w/ Indicating Light (includes socket)
1	Ground Lug; 3-Conductor
1	1500Ct PLC
1	Float controller with intrinsically safe circuit extensions
1	Alarm Light; Red; Strobe; (enclosure top mounted)
A/R	Terminal Block; Single; 18-10AWG

<u>Qty</u>	<u>Loose Equipment & Instrumentation</u>
2	Float Switch; Suspended; Non-mercury; with 60 ft cable
1	A1000i Transducer Assembly; with 60 ft cable

<u>Qty</u>	<u>Description: Standard Submittal Drawings and O&M Manuals</u>
A/R	Wiring diagrams, bills of material, equipment data sheets, etc.

<u>Qty</u>	<u>Description: Start-up & Training</u>
A/R	Onsite start-up of pump control panel and instrumentation

<u>Qty</u>	<u>Description: Installation of Listed Equipment</u>
A/R	Installation of control panel by a licensed electrician to include: Disconnect and remove existing control panel, install new control panel, provide necessary conduit and fittings, install new floats with necessary seal tight, reconnect incoming power, state electrical permit.

Total Sell Price for Item A - B - \$72,550.00 (plus any applicable taxes)

Exclusions:

Vac truck for initial lift station clean out, and by-pass of lift station during installation of above listed items is by the city.

Terms:

Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

Proposed Delivery Schedule:

Items A - B Delivery: 4 - 6 weeks after approval.

Delivery and Storage:

Freight allowed to job site.

Thank you for this opportunity to be of service to you. If you have any questions, please don't hesitate to call. 952-221-9800

Sincerely,

Cory Malay

Cory Malay

AGREEMENT FOR SERVICES
CITY OF INVER GROVE HEIGHTS

2024 Doffing Lift Station Upgrade
City Project 2024-13

THIS AGREEMENT ("Agreement") is made and executed this 5th day of April 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation ("City") and Automatic Syatems, a corporation organized and existing under the laws of the State of Minnesota.

WHEREAS, the City has accepted the proposal of the Contractor for certain Services; and

WHEREAS, Contractor desires to perform the Services for the City under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual consideration contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS. The City agrees to engage Contractor as an independent contractor for the purposes of performing certain services ("Services") as defined in the following documents, which shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A.** Quote dated April 16, 2024, attached as **Exhibit A** and incorporated herein by reference.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

2. OBLIGATIONS OF THE CONTRACTOR. Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents and in compliance with all federal, state and local laws. Contractor represents that it has the requisite skill, training, and experience necessary to provide the Services and is appropriately licensed and has obtained all permits from all applicable agencies and governmental entities. In performing its Services, Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the Services are provided.

3. OBLIGATIONS OF THE CITY. The City shall pay the Contractor the sum of **\$12,122.00** inclusive of sales tax for successful completion of the Services. Contractor shall submit itemized bills for Services provided to the City on a monthly basis. When the obligations of the Contractor have been fulfilled, inspected, and accepted, the City will pay the Contractor. Such payment shall be made not later than thirty (30) days after completion, certification thereof, and

invoicing by the Contractor. Bills submitted shall be paid in the same manner as other claims made to the City. Any changes in the scope of Services that may result in an increase to the compensation due to the Contractor shall require prior written approval by the Authorized Representative of the City or the City Council. The City will not pay additional compensation for Services that do not have prior written authorization. Prior to payment by the City, Contractor shall submit evidence that all payrolls, material bills, subcontractors, and other indebtedness connected with the Services have been paid as required by the City.

4. ASSIGNMENT. Neither party may assign or transfer any interest or obligation in this Agreement without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

5. TIME OF PERFORMANCE. The Contractor shall complete the Services on or before December 1st, 2024. NOTE: If the obligations are not complete within said time period or date, the Contractor agrees to pay \$400 per day not as penalty but as liquidated damages until its obligations are complete.

6. PROMPT PAYMENT TO SUBCONTRACTORS.

- A. Pursuant to Minnesota Statute §471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½ %) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
- B. Minn. Stat. § 290.92 requires that the City obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval. The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

7. SUBCONTRACTORS. Contractor shall not enter into subcontracts for any of the Services provided for in this Agreement without the express written consent of the City, unless specifically provided for in the Exhibits. The Contractor shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Contractor's receipt of payment by the City for undisputed services provided by the subcontractor.

8. RESPONSIBLE CONTRACTOR.

- A. In accordance with Minnesota Statutes, Section 16C.285, Contractor is hereby advised that the City cannot award a construction contract in excess of \$50,000 unless Contractor is a “responsible contractor” as defined in Minnesota Statutes, Section 16C.285, subdivision 3. Contractor must complete a Responsible Contractor Certificate verifying compliance with the minimum criteria specified in Minnesota Statutes, Section 16C.285, subdivision 3, to be eligible to provide the Services outlined in this Agreement. A Responsible Contractor Certificate must be signed under oath by an owner or officer of Contractor. Contractor is responsible for obtaining the required verifications of compliance with Minnesota Statute, Section 16C.285, subdivision 3 from all subcontractors, using a form provided by the City. Contractor must submit signed verifications from subcontractors upon the City’s request.
- B. Contractor or subcontractor who does not meet the minimum criteria established in Minnesota Statutes, Section 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements of this statute, will not be considered a “responsible contractor” and will be ineligible to provide the Services under this Agreement or otherwise work on the project in any capacity. Contractor and any subcontractor are advised that making any false statements verifying compliance with Minnesota Statutes, Section 16C.285 will render the Contractor or subcontractor ineligible to perform the Services of this Agreement and may result in termination of this Agreement by the City.
- C. Contractor shall not sublet, sell, transfer, delegate or assign the Services or any portion of the Services of this Agreement without abiding by the applicable provisions of the Minnesota Department of Transportation Standard Specifications for Construction, Section 1801.

9. INSPECTION OF WORK. All materials and workmanship will be subject to inspection, examination, and testing by the City, who will have the right to reject defective material and workmanship or require its correction.

10. INSURANCE REQUIREMENTS. Contractor shall obtain the following minimum insurance coverage by a single policy or a combination of policies (including umbrella policies) and maintain the required coverage at all times throughout the life of the Agreement, with the City endorsed as an additional insured:

- A. General Liability. The Contractor shall 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 insureds.

- B. Workers Compensation Pursuant to Minnesota Statute §176.182 Contractor must provide acceptable evidence of compliance with the state Workers' Compensation insurance requirements for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance or acceptable evidence of compliance in accordance with the statutory requirements of the State of Minnesota. The Contractor shall 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

- C. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.

The Additional Insured coverage must be primary and non-contributory. Products and Completed Operations Insurance shall be maintained for a minimum period of three (3) years after final payment and Contractor shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period; or if any reason Contractor's work ceases before final payment, for a minimum period of three (3) years from the date Contractor ceases work.

Property Damage Liability Insurance shall include coverage for the following hazards: X (Explosion); C (Collapse); and U (Underground)

For any Agreement involving the repair, maintenance or construction of property that involves the provision of equipment, supplies or materials to the City for projects greater than \$100,000, the Contractor shall obtain and maintain Builder's Risk insurance in an amount not less than the project or contract cost.

Prior to commencing the Services, Contractor shall submit a Certificate of Insurance to the City showing proof the above required coverages are in full force and effect. 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. The City shall be named as an additional insured on the Commercial General Liability Insurance Policy. The City retains the right

to revise the insurance requirements depending on the size and risk of the project.

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.

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If to City: City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Attention: Eric Kramer

Or e-mailed: ekramer@ighmn.gov

If to Contractor: Automatic Systems
2400 W County Rd D
St. Paul, MN 55112

Or emailed: kbackes@automaticsystemsco.com

20. WAIVER. A waiver by either City or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21. GOVERNING LAW. The laws of the State of Minnesota govern the interpretation of this Agreement and any action must be venued in Dakota County District Court. .

22. SEVERABILITY. If any provision, term, or condition of this Agreement is found to be or become unenforceable or invalid, it shall not affect the remaining provisions, terms, and conditions of this Agreement, unless such invalid or unenforceable provision, term, or condition renders this Agreement impossible to perform. Such remaining terms and conditions of the Agreement shall continue in full force and effect and shall continue to operate as the parties' entire Agreement.

23. AMENDMENTS. Any modification or amendment to this Agreement shall require a written agreement signed by both parties.

24. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all-inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

CITY OF INVER GROVE HEIGHTS

Automatic Systems
2400 W County Rd. D
St. Paul, Mn 55112

BY: _____
Brenda Dietrich

Its: Mayor

ATTEST:

BY: _____
Rebecca Kiernan

Its: City Clerk

Council Approval Date: April 22, 2024

BY: _____

Its: _____

Date: _____

EXHIBIT A



Mr. Eric Kramer
City of Inver Grove Heights
8168 Barbara Avenue South
Inver Grove Heights, MN 55077

April 16, 2024

SUBJECT: Inver Grove Heights, MN – Doffing Lift Station Remote Telemetry Unit (RTU) Upgrade Rev. A

Mr. Kramer,

We are pleased to offer the following proposal to upgrade the existing Doffing Lift Station RTU's Programmable Logic Controller (PLC) enable fiber communications at this site.

Doffing Lift Station RTU

- A One (1) **MicroLogix Family PLC**, with ethernet and serial communications, for installation in place of the obsolete PLC in the existing RTU.
- B One (1) **MicroLogix Family PLC I/O Module**, for use with the above PLC.
- C One (1) **Engineering Services**, as necessary to update project documentation with copies provided for insertion in the existing O&M manuals.
- D One (1) **Field Modifications**, as necessary to remove the existing PLC and I/O modules, install the above PLC and I/O module in its place.
- E One (1) **Programming Services**, as necessary to convert, upload, and modify programs to the newly installed PLC, including creating graphics, and alarms on the SCADA master as outlined below:
 - 1. Pump No. 1 Running – existing I/O point
 - 2. Pump No. 1 Failure – new I/O point
 - 3. Pump No. 1 Over Temp – new I/O point
 - 4. Pump No. 1 Seal Failure – new I/O point
 - 5. Pump No. 2 Running – existing I/O point
 - 6. Pump No. 2 Failure – new I/O point
 - 7. Pump No. 2 Over Temp – new I/O point
 - 8. Pump No. 2 Seal Failure – new I/O point
 - 9. Phase Failure Alarm - new I/O point
 - 10. Power Failure – existing I/O point
 - 11. High Level Alarm - existing I/O point



Branch Office
515.232.4770
2740 Ford St.
Ames, IA 50010



Corporate Office
651.631.9005
2400 W County Rd. D
St. Paul, MN 55112



Branch Office
308.940.0649
Grand Island, NE

automaticsystemsco.com



12. Wet Well Level - new I/O point

F One (1) **Startup Services**, as necessary to verify the above installation is functioning as intended.

Your net price for Items A, through F FOB factory with **freight allowed** to jobsite including one (1) year warranty from date of startup (not to exceed 18 months from date of shipment)..... **\$12,122.00 PLUS TAX (or exempt with ST3 form) .**

The above price for Items A through F **does not** include any:

1. Sales or use taxes.
2. Bond costs.
3. License fees or permits of any kind.
4. Installation of conductors between RTU and Lift Station Panel.
5. Modifications to the Lift Station Control Panel

Thank you very much for the opportunity of providing you with the above proposal, should you wish to proceed with an order please sign on the space provided below and return a copy to this office.

We look forward to hearing from you, should you have any questions please don't hesitate to give me a call.

Sincerely,

Kent Backes
Automatic Systems Company

Accepted by: _____ Date: _____

Items Accepted: _____ Purchase Order No: _____

Purchase Order Amount: _____



Branch Office
515.232.4770
2740 Ford St.
Ames, IA 50010



Corporate Office
651.631.9005
2400 W County Rd. D
St. Paul, MN 55112



Branch Office
308.940.0649
Grand Island, NE

automaticsystemsco.com



Request for Council Action

SUBJECT: **Resolution Scheduling Public Hearings for 2025
Pavement Management Projects 2025-09 D, E, and F**

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Steve Dodge, Assistant City Engineer, 651.450.2541

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, scheduling improvement hearings for 2025 Pavement Management Projects 2025-09 D, E, and F for Tuesday, May 28, 2024.

BACKGROUND

The Council initiated the following Pavement Rehabilitation Projects on November 13, 2023, as part of the 2025 Pavement Management Initiative (2025 PMI):

- 2025-09D – Barbara Avenue and 46th Street Area by Full Reconstruction/Full Depth Reclamation
- 2025-09E – 50th Street Area (Babcock Trail to TH 3) by Full Depth Reclamation
- 2025-09F – 102nd Street and Akron Avenue Area by Mill & Overlay/Full Depth Reclamation

The feasibility report for these 2025 PMI projects is nearing completion, and will be presented as part of the public improvement hearings to be held on May 28, 2024.

Staff hosted an open house on April 11, 2024, with the Barbara Avenue and 46th Street Area neighborhood to receive feedback to incorporate into the reconstruction portion of the feasibility report. Staff will be hosting another open house for all three projects on May 14, 2024, at the VMCC, to provide a summary of the feasibility report recommendations to adjacent property owners ahead of the proposed public improvement hearing.

FISCAL IMPACT

There are no fiscal impacts associated with this Council action of calling the public hearings. The fiscal impacts of constructing the projects will be presented as part of the scheduled public hearing.

RECOMMENDATION

Staff recommends adoption of the attached Resolution, ordering publication of and scheduling public hearings for the three aforementioned projects on May 28, 2024, where details of the feasibility report will be presented, resident comments will be heard, and the Council can consider ordering the project.

ATTACHMENTS

1. Resolution - Schedule Public Hearing for 2025 PMI Projects

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

RESOLUTION NO. _____

**RESOLUTION SCHEDULING A PUBLIC HEARING
FOR 2025 PAVEMENT MANAGEMENT PROJECTS 2025-09 D, E, and F**

WHEREAS, on November 13, 2023, City Council authorized the preparation of a feasibility report by WSB, Inc. for the 2025 Pavement Management Initiative projects; and

WHEREAS, Staff and Consultants have prepared a draft feasibility report, will meet with property owners, and incorporate feedback into the report, and present the final feasibility report to Council for acceptance prior to the improvement hearing for the following projects:

<u>Project No.</u>	<u>Location</u>	<u>Improvements</u>
2025-09D	Barbara Avenue and 46th Street Area	Full Reconstruction/Full Depth Reclaim
2025-09E	50th Street Area (Babcock Trail to TH 3)	Full Depth Reclaim
2025-09F	102nd Street and Akron Avenue Area	Mill & Overlay/Full Depth Reclaim

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

1. A public hearing will be held on such improvements at 6:00 PM on Tuesday, May 28, 2024, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, MN 55077.
2. The Council hereby directs the City Clerk to mail and publish notice of such hearing and improvements as required pursuant to Chapter 429 of Minnesota Statute.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Request for Council Action

SUBJECT: **Resolution Approving a Joint Powers Agreement with Dakota County for Phase 1 Construction of the Veterans Memorial Greenway**

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Brian Connolly, Public Works Director, 651.450.2571

ACTION REQUESTED

The Council is asked to approve the attached Resolution, approving a Joint Powers Agreement (JPA) with Dakota County for the construction of Phase 1 of the Veterans Memorial Greenway.

BACKGROUND

In 2017, the Inver Grove Heights City Council adopted Resolution 17-133, supporting Dakota County's master plan for the Rich Valley Greenway. The Dakota County Board adopted the Rich Valley Greenway Master Plan in September of 2017 and then undertook a preliminary engineering study from 2018-2020, to explore alignment options and identify a preferred alignment. At the conclusion of the preliminary engineering study, the Rich Valley Greenway was renamed the Veterans Memorial Greenway (VMGW).

Preliminary design and engineering on the VMGW commenced in September 2020, and has been ongoing since. The project has subsequently been divided into three construction phases, as follows:

- **2024 - Middle Segment / Phase 1** (Alameda Path to Rich Valley Park, parallel to Cliff Road/Rich Valley Blvd, all within Inver Grove Heights)
- **2025 - West Segment / Phase 2** (Dodd Road in Eagan to Alameda Path in Inver Grove Heights, through easements located north of Southern Hills Park)
- **2026 - East Segment / Phase 3** (Rich Valley Park to US 52, mainly along 105th Street, all within Inver Grove Heights)

Dakota County has developed a project website for the VMGW, where information regarding open house materials and past study data is available for view:

<https://www.co.dakota.mn.us/Transportation/PlannedConstruction/VeteransGreenway/Pages/default.aspx>

At the March 11, 2024 City Council Meeting, Dakota County staff provided an update to the City Council on the design progress for the VMGW. As part of the action taken by the Council at that meeting, Resolution 2024-041 was adopted supporting the current proposed alignment, and authorizing City staff to work with County staff on intra-agency agreements related to construction of

the VMGW. With construction of the “Phase 1” improvements anticipated to commence in early-May, the attached Joint Powers Agreement (JPA) memorializes the responsibilities of the City and Dakota County in the construction of the Phase 1 improvements.

The JPA details project work that will occur within City property, specifically the following at Rich Valley Park:

The County, or its agents or contractors, shall . . . construct and improve about 3,700 sq-ft of Rich Valley Park parking lot, reconstruct about 50 linear feet of existing local trails, and construct about 170’ of new local trail in Rich Valley Park as part of the Project.

By adopting the Resolution, the City formally is providing permission to the County to perform said work. At the completion of the project, the City will have access to the security camera facilities installed as part of a tunnel under Rich Valley Blvd (County Road 71), which will be monitored in conjunction with the Inver Grove Heights Police Department and the Dakota County Sheriff’s Department.

FISCAL IMPACT

The VMGW project is being fully funded by Dakota County, and as such, there is no direct fiscal impact to the City of Inver Grove Heights as a result of entering into this JPA.

RECOMMENDATION

Staff recommends adoption of the attached Resolution to enter into a Joint Powers Agreement with Dakota County for Phase 1 construction of the Veterans Memorial Greenway project.

ATTACHMENTS

1. Resolution - VMG Phase 1 Construction JPA
2. Joint Powers Agreement for VMG - Phase 1 Construction

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

RESOLUTION NO. _____

**RESOLUTION TO ENTER INTO A JOINT POWERS AGREEMENT WITH DAKOTA COUNTY
FOR CONSTRUCTION OF PHASE 1 OF THE VETERANS MEMORIAL GREENWAY**

WHEREAS, the City of Inver Grove Heights approved Resolution 17-133 supporting Dakota County's plan for the Rich Valley Regional Greenway in July, 2017; and

WHEREAS, in January 2020, the Dakota County Board renamed the Rich Valley Regional Greenway to the Veterans Memorial Greenway (VMG); and

WHEREAS, the proposed VMG is an identified unit of the Metropolitan Regional Park System Plan and will establish a link between Lebanon Hills Regional Park and the Mississippi River Regional Trail through the communities of Eagan and Inver Grove Heights; and

WHEREAS, the proposed VMG has been included in the City's 2030 and 2040 Comprehensive Plans, along with proposed future trail connections located along 105th Street and portions of Barnes Ave. to connect the VMG to Rich Valley Park; and

WHEREAS, the City of Inver Grove Heights approved Resolution 24-041, supporting an amended alignment to the Veterans Memorial Greenway, and authorized staff to work with Dakota County to draft necessary agreements to allow for its future construction; and

WHEREAS, the City and County have drafted a Joint Powers Agreement identifying the cost and execution responsibilities of each agency with respect to the construction of the Phase 1 improvements for the Veterans Memorial Greenway, to be executed by the two parties.

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

1. The Joint Powers Agreement with Dakota County for Construction and Fiber Installation for the Veterans Memorial Greenway (VMGW) Trail – Phase 1 is hereby approved.
2. The Public Works Director, Mayor, City Attorney and City Clerk are hereby authorized to carry out the agreement on the City's behalf.

Resolution No. _____

Page 2 of 2

Approved by the City Council of the City of Inver Grove Heights, Minnesota on this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY OF INVER GROVE HEIGHTS FOR

Construction and fiber for the Veterans Memorial Greenway (VMGW) Trail – Phase I

WHEREAS, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting Parties; and

WHEREAS, Dakota County (“County”) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Inver Grove Heights (“City”) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the “Parties”); and

WHEREAS, by resolution 17-493, the Dakota County Board authorized the adoption of the Rich Valley Regional Master Plan, later renamed the Veterans Memorial Greenway (“VMGW” or “Trail”), which utilizes existing City of Inver Grove Heights trails and City property including portions of Rich Valley Park; and

WHEREAS, by resolution 20-430, the Dakota County Board authorized an engineering services contract for preliminary and final engineering for the VMGW; and

WHEREAS, the County has been acquiring easements and engineering a 5.2 mile pedestrian and bicycle regional trail in Dakota County that generally parallels County Road 32 (Cliff Road), County Road 71 (Blaine Ave/Rich Valley Blvd) and County Road 73 (105th Street); and

WHEREAS, construction of the VMGW – Phase I (“Project”) in the City remains to be completed; and

WHEREAS, the County has, in consultation with the City, accomplished the final design and engineering of the Project, generally described as beginning 500’ west of Alameda Path extending along County Road 32 (Cliff Road), then 600’ northerly along County Road 73 (Akron Ave), then parallel to County Road 32 (110th St E) into Flint Hills Resources easement areas, then grade separated under County Road 71 (Blaine Ave/Rich Valley Blvd), and a section of trail northerly to City of Inver Grove Heights Rich Valley Park, as more particularly described and depicted on the map attached hereto as Exhibit 1; and

WHEREAS, part of the Project will occupy a portion of City property within Rich Valley Park and the City agrees to allow Project to occupy existing City property as identified on Exhibit 2; and

WHEREAS, to further the development of the VMGW and Rich Valley Park, Dakota County and Inver Grove Heights each desire to construct new and use available strands of optic fiber for security cameras, remote facility control, etc. through a separate Fiber Optic Indefeasible Right To Use Agreement that the Parties anticipate entering into; and

WHEREAS, this Agreement defines the roles and responsibilities of each Party in regards to the construction of the VMGW – Phase I improvements; and

WHEREAS, the rights of occupancy, maintenance and use of the entire VMGW that will be constructed in the City will be defined through subsequent agreements, including a separate Supplemental Maintenance Agreement (SMA) that the Parties will enter into, and amend with subsequent phases; and

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement (“Agreement”), the Parties hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1

Purpose

The purpose of this Agreement is to provide cooperation and a procedure for transferring jurisdiction and power over construction, use, installation of fiber, signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, and any other work directly related to the Greenway Project construction to Dakota County within City property.

ARTICLE 2

Parties

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks and Recreation Department.

ARTICLE 3

Term

This Agreement shall be effective on the date of the signature (Effective Date) of the last Party to sign this Agreement and expires on December 31, 2026, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4

Cooperation

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

ARTICLE 5
County's Obligations

- 5.1. Construction. The County, or its agents or contractors, shall construct up to 2 miles of new Trail, construct and improve about 3,700 sq-ft of Rich Valley Park parking lot, reconstruct about 50 linear feet of existing local trails, and construct about 170' of new local trail in Rich Valley Park as part of the Project. Exhibit 2 further identifies and describes the Project area and the local trail and parking lot areas. The County will lead the construction, utilizing a contractor and shall be responsible for awarding contracts for the construction of said Trail and other improvements. The County will provide Project design and management. Project bid, specifications, and completion shall be reviewed and approved by the County and City.
- 5.2. Acknowledgement. The County shall appropriately acknowledge the occupancy and use of property provided by the City pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project. The City shall appropriately acknowledge the assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 5.3. Compliance with Laws/Standard. The County shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the construction of the work anticipated by this Project. The County or contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- a. Assignment. Neither the City nor the County may assign nor transfer any rights, duties, interests, or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.
- b. Use of Contractors. The County may engage contractors to perform activities funded pursuant to this Agreement. However, the County retains primary responsibility to the City for performance of the activities and the use of such contractors does not relieve the County from any of its obligations under this Agreement.

If the County engages any contractors to perform any part of the Project, the County agrees that the contract for such services, labor, or materials shall include the following provisions:

- (a) The contractor must maintain all records and provide all reporting as required by this Agreement;
- (b) The contractor must defend, indemnify, and hold harmless the City from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising

out of or by reason of the performance of the contracted work, caused by any intentional or negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable;

- (c) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, and provide to the County prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage;
- (d) The contractor must be an independent contractor for the purposes of completing the contracted work.
- (e) The contractor must acknowledge that the contract between the County and the contractor does not create any contractual relationship between City and the contractor, but that the City is a third-Party beneficiary of the contract.
- (f) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.

5.4. Future Platting. If part of the Trail is located on property included in a plat map submitted for approval, including without limitation a submission for re-platting or subdivision platting, the Trail shall be reflected and shown on the plat map. The County is responsible for fulfilling any condition precedent necessary to reflect or show the Trail on a plat map, including without limitation obtaining an easement.

5.5. County Responsibility for Project Delivery. The County will be responsible for management and inspection of the work of the Project assuring it is in accordance with State laws and meets approved construction standards. The City will have no actual or implied legal responsibility to the County relating to the above obligations and responsibilities of the Project.

5.6 City Permits. The County or its agent(s), including contractors, will be required to obtain a right-of-way permit from the City to perform any work or staging of equipment or materials within the City's street right-of-way for the Project. The County or its agent(s), including contractors, will be required to obtain City building permits for the construction of retaining walls, structures, and electrical components as required by City Code. The City hereby agrees to waive the City's permit fees for any permits obtained by the County or its agent(s) in the performance of the work covered under this Agreement.

5.7 Relocation of VMGW Located within City Right-of-Way or Permanent Easements on City Property. The Parties agree that in the event the City needs to widen, expand, and/or redesign its street, transportation facilities, utilities, or other infrastructure owned by the City and within City right-of-way or on City property, the City will acquire the necessary

additional right-of-way and/or easements needed for the relocation of the displaced VMGW trail improvements as part of the City's project. The County hereby agrees to reimburse the City for the City's construction project costs and right-of-way/easement acquisition costs attributable to the relocation of the displaced VMGW trail improvements including, but not limited to; Trail improvement design; construction and inspection costs; additional right-of-way/easement acquisition and eminent domain process costs including but not limited to title costs, survey costs, City appraisal costs, landowner appraisal costs reimbursement pursuant to Minn. Stat. §117.036, City attorney's fees, landowner attorney fee awards pursuant to Minn. Stat. §117.031, and any commissioner's or jury award of just compensation. Alternatively, in the event that the relocation of displaced VMGW trail improvements reasonably necessitates the acquisition of additional right-of-way and/or easements, the County may choose to acquire said additional right-of-way and/or Trail easement rights using the County Attorney's Office, and the County may also choose to separately contract for the reconstruction of the displaced VMGW trail improvements. The City agrees to provide the County with reasonable notice of a pending displacement of the VMGW trail improvements that cannot be practically relocated within existing City right-of-way or permanent easement, and the County agrees to provide the City with written confirmation of how the County wants to effectuate the relocation of the displaced VMGW trail improvements outside of existing City right-of-way or permanent easement in a timely manner that does not unreasonably delay the City construction project.

ARTICLE 6

Transfer of Jurisdiction

- 6.1** Prior to completion of the Project, the City and the County agree to execute a separate Agreement addressing maintenance and operation of the Trail ("Supplemental Maintenance Agreement", or "SMA"). Exhibit 2 further identifies and describes the segments of the Trail that are subject to this Article 6. Execution of the SMA is a condition precedent to the County accepting the Project and designating the Trail as a Regional Greenway Trail.
- A. Pursuant to the SMA, the County shall assume jurisdiction, and shall thereafter have the power to maintain, use, operate, repair, replace, reconstruct, remove, and install signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work directly arising from operation of the Trail. The County may hire contractors or County staff, or use volunteers, or pay another government unit to perform, provide, or supply the labor, materials, work, services (professional or otherwise), or products necessary or advisable to exercise its powers over the Trail.
- B. Pursuant to the SMA, the County shall have no responsibility for areas identified as Inver Grove Heights Maintenance Responsibilities as shown in Exhibit 2 for repairs, maintenance, use, operations, replacement, reconstruction, removal, or installation of signage, markings, landscaping, drainage, utilities, sewer, water, improvements, alterations, or any other work that does not arise from the ownership and operation of the Trail. This exception applies regardless of whether work occurs

within the Trail or whether there is an incidental benefit to the Trail or the area surrounding the Trail.

- 6.2 At County's request, and limited to City-owned property, the City shall execute and obtain all documents or instruments that are necessary or advisable, as determined by the County, to convey the rights and permissions that will allow or facilitate the County to fulfill its obligations and responsibilities under the Supplemental Maintenance Agreement and exercise jurisdiction and control over the Trail segments incorporated into the County's Regional Greenway Trail System. These may include, without limitation, deeds, licenses, waivers, consents, joint power agreements, easements, assignments, agreements, transfers, or permits. At its own expense, City shall procure all deeds, licenses, waivers, consents, joint power agreements, easements, assignments, agreements, transfers, or permits, or other rights as required by the County. The City shall furnish copies of the above to the County upon request.

ARTICLE 7

Indemnification and Insurance

- 7.1 Each Party to this Agreement shall be solely liable for the acts of its officers, employees or agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability of the County and the City. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance or self-insurance program and that each has minimum coverage consistent with liability limits contained in Minn. Stat. Ch. 466. In the event of any claims or actions filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. In order to insure a unified defense against any third-Party liability claim arising from the work of the Project, County agrees to require all contractors or subcontractors hired to do any of the work contemplated by this Agreement to maintain commercial general liability insurance in amounts consistent with minimum limits of coverage established under Minn. Stat. § 466.04 during the term of such activity. All such insurance policies shall name County and City as additional insureds. County agrees to promptly provide City copies of any insurance policy related to this Agreement upon the City's request.
- 7.2 Notwithstanding anything herein to the contrary, to the greatest extent allowed by law, the County shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (e.g., reasonable attorney fees and costs and expenses), costs, settlement, judgment, demands, damage, lien, debt, liability, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, or disbursement arising from, attributable to, sustained, or incurred by Dakota County, or its officers, agents, and employees, which is attributable to County's, or County's agents', independent contractors', employees', or delegates' performance of or failure to perform the County's obligations in Section 7.2.

- A. **Construction and Survivorship.** The language in Section 7.2 shall be constructed and construed so as to give its natural and ordinary meaning and effect, regardless of any rule or law to the contrary. This indemnity provision survives expiration or termination of this Contract.

ARTICLE 8
Reporting, Accounting and Auditing Requirements

- 8.1 Accounting Records.** The County agrees to establish and maintain accurate and complete accounts, financial records and supporting documents relating to the receipt and expenditure of the funding provided in accordance with this Agreement. Such accounts and records shall be kept and maintained by the County for a minimum period of six (6) years following the expiration of this Agreement. County agrees to promptly provide the City copies of any accounting records related to this Agreement upon the City's request.
- 8.2 Auditing.** The County shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the County shall allow the City, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The County shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
- 8.3 Data Practices.** The County agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
- 8.4 Authorized Representatives.** The following named persons are designated as the Authorized Representatives of the Parties for purposes of this Agreement. These persons have authority to bind the Party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement:

TO THE COUNTY: Georg Fischer, or successor
Physical Development Division Director
14955 Galaxie Avenue
Apple Valley, MN 55124-8579

Georg Fischer, or his successor, has the responsibility to monitor the City's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

TO THE CITY: Kris Wilson, or successor
City Administrator
8150 Barbara Ave
Inver Grove Heights, MN 55077

In addition, notification to the County regarding termination of this Agreement by the other Party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, Minnesota 55033.

- 8.5 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison: Niki Geisler, Parks Director
Telephone: (952) 891-7088
Email: Niki.Geisler@co.dakota.mn.us

City Liaison: Brian Connolly, Public Works Director
Telephone: (651) 450-2571
Email: bconnolly@ighmn.gov

- 8.6 Changes to Designated Liaisons or Authorized Representatives. The Parties shall provide written notification to each other of any change to the designated liaison or authorized representative. Such written notification shall be effective to change the designated liaison or authorized representative under this Agreement, without necessitating an amendment of this Agreement.

ARTICLE 9 **Modifications**

Any alterations, amendments, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the Parties' respective County Board and City Council, and signed by the Authorized Representatives of the County and the City.

ARTICLE 10 **Termination**

- 10.1 In General. Either Party may terminate this Agreement for cause by giving seven (7) calendar days written notice of its intent to terminate to the other Party. Such Notice of Termination for cause shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail

or personal delivery to the Authorized Representative of the other Party. Termination of this Agreement shall not discharge any liability, responsibility or right of any Party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the Effective Date of termination.

- 10.2 Termination by Dakota County for Lack Of Funding. Notwithstanding any provision of this Agreement to the contrary, Dakota County may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if funding cannot be continued at a level sufficient to allow payments due under this Agreement or any contract or work orders of Invoices submitted. Written notice of termination sent by Dakota County to the City by facsimile is sufficient notice under this section. Dakota County is not obligated to pay for any services that are provided after written notice of termination for lack of funding.

ARTICLE 11

Minnesota Law to Govern

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement or its breach shall be venued in Dakota County, Minnesota.

ARTICLE 12

Merger

- 12.1 Final Agreement. This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements. No other understanding regarding this Agreement, whether written or oral may be used to bind either Party.
- 12.2 Exhibits 1 (including all Attachments or addenda) through and including Exhibit 2 are attached hereto, and all terms, obligations and conditions in said Exhibits are incorporated herein and made a part of this Agreement. By signing this Agreement, the Parties affirm and acknowledge receipt of all the above Exhibits 1 and 2.

ARTICLE 13

Severability

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either Party.

ARTICLE 14

Waiver

If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

ARTICLE 15

Relationship of the Parties

Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall either of the Parties be considered or deemed to be an agent, representative or employee of the other Party in the performance of this Agreement. Personnel of either of the Parties or other persons while engaging in the performance of this Agreement shall not be considered employees of the other Party and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

ARTICLE 16

Interpretation and Construction

This Agreement was fully reviewed and negotiated by the Parties. Accordingly, the Parties agree the “against the offeror” principle of contract interpretation and construction shall not be applied to this Agreement. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every section (including any subsection thereto), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

ARTICLE 17

Survivorship

The following provisions under this Agreement shall survive after the termination or expiration of this Agreement: Article 5.2 (Acknowledgement); Article 5.7 (Relocation of VMGW); Article 6 (Transfer of Jurisdiction); Article 7 (Indemnification and Insurance); Article 8 (Reporting, Accounting and Auditing); Article 11 (Minnesota Law to Govern); Article 13 (Severability); Article 16 (Interpretation and Construction); and Article 17 (Survivorship).

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

DAKOTA COUNTY

Assistant County Attorney/Date
KS-

By _____
Georg Fischer, Director
Physical Development

Date of Signature: _____

County Board Res.

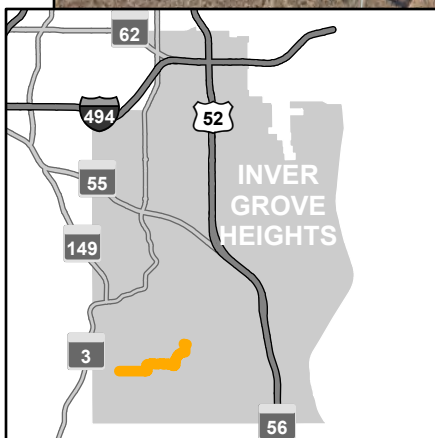
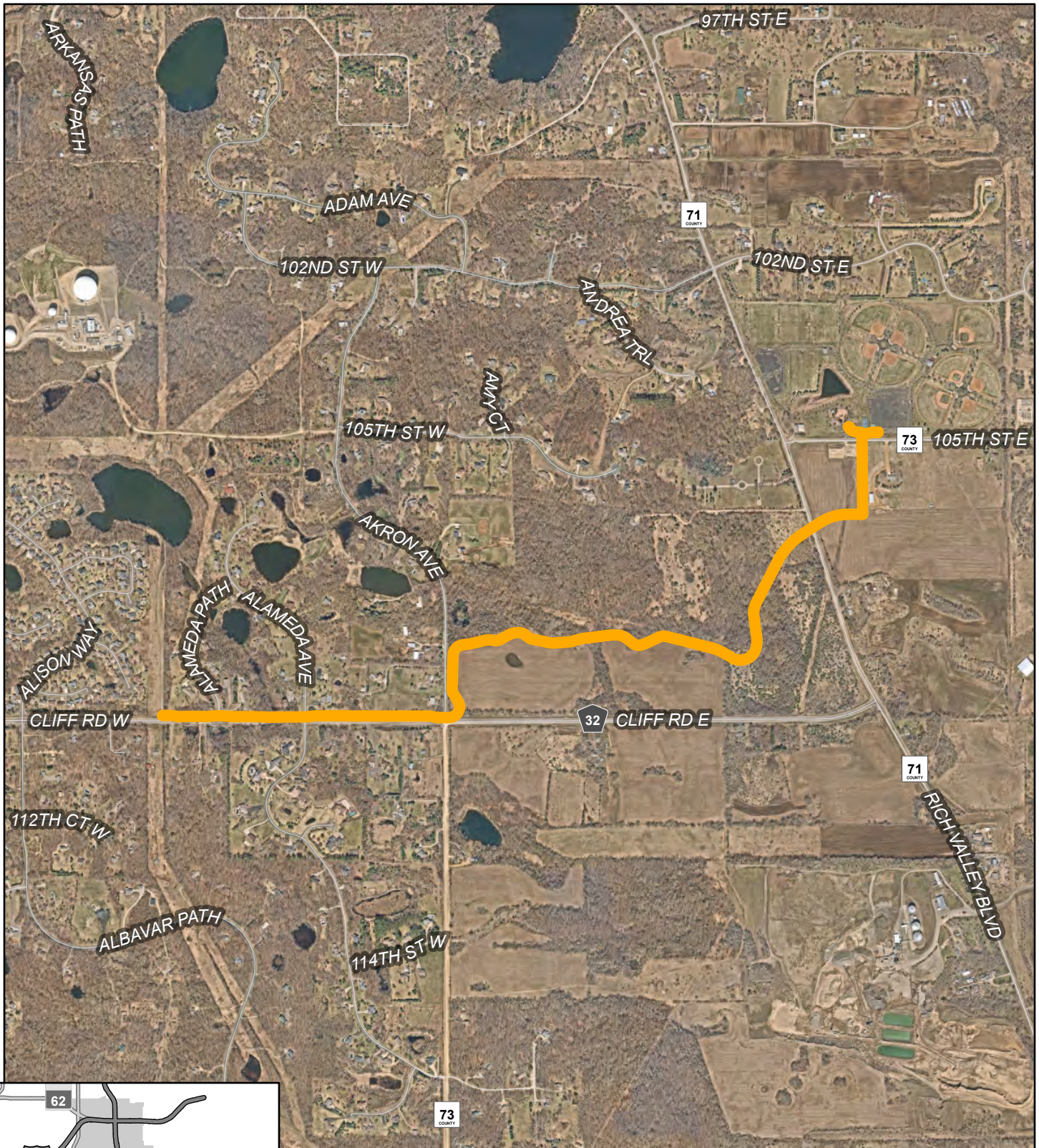
CITY OF INVER GROVE HEIGHTS

By _____
Brenda Dietrich, Mayor

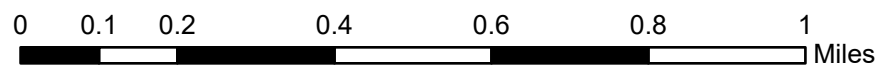
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By _____
Rebecca Kiernan, City Clerk

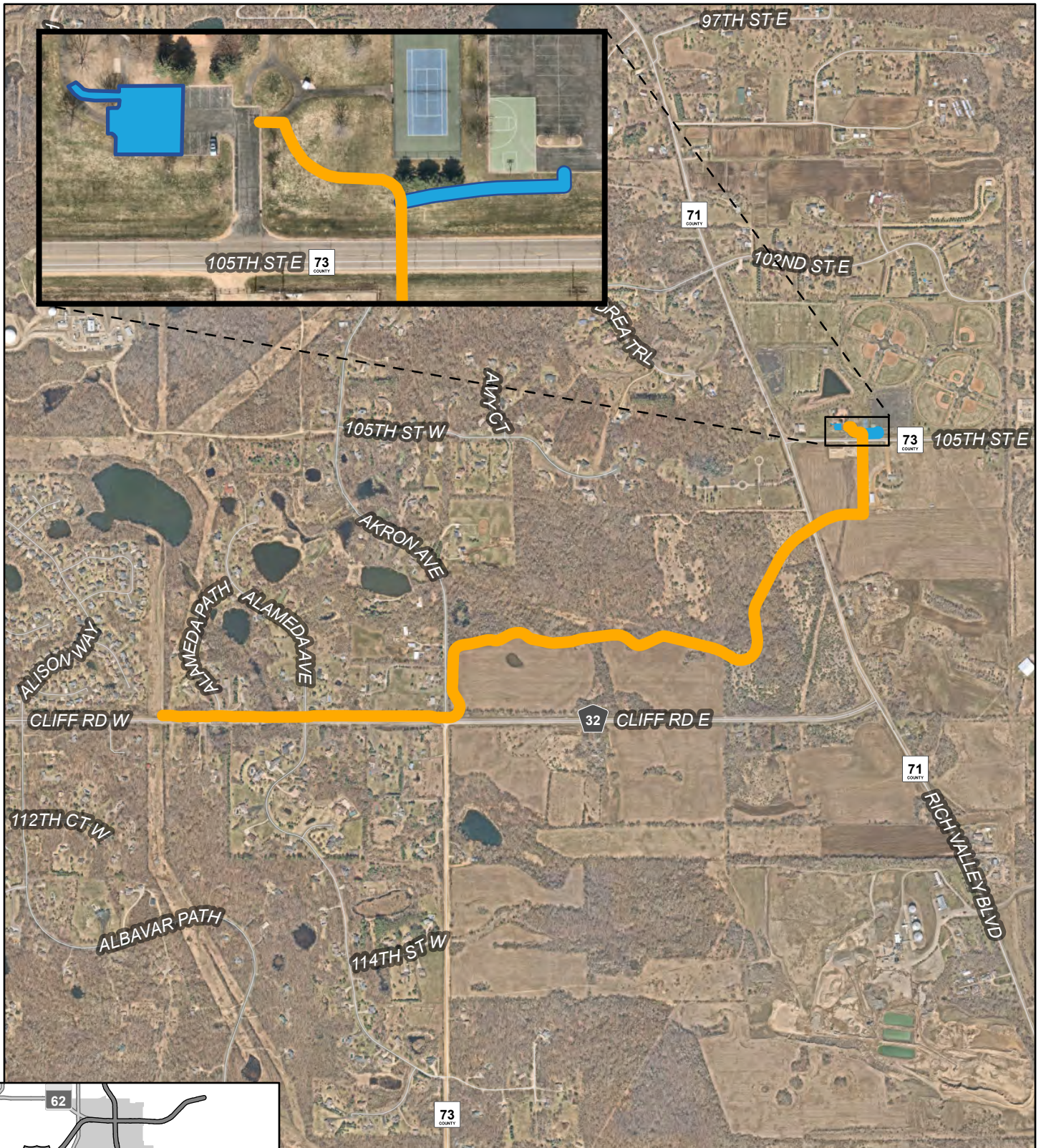
Date of Signature: _____



— Veterans Memorial Greenway: Phase 1

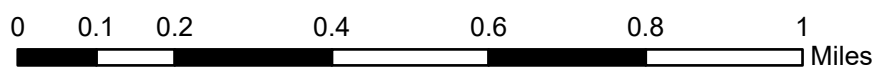


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Maintenance Responsibilities

- Dakota County
- Inver Grove Heights



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Request for Council Action

SUBJECT: **Authorization to Issue Request for Proposals for Fire Station Location Study**

MEETING DATE: April 22, 2024
ITEM TYPE: Consent Agenda
CONTACT: Judy Thill, Fire Chief, 651.450.2495

ACTION REQUESTED

The Council is asked to authorize issuance of the attached Request for Proposal (RFP) for a Fire Station Location Study.

BACKGROUND

The City has grown at a steady pace over each decade. Looking to the future, most of the new growth is slated to take place in the northwest part of the City, which is closest to Fire Station #3 at 2059 Upper 55th St. In addition, the Fire Department has switched from a fully paid-on-call department with firefighters responding from home, to having two crews on duty 24/7, who currently respond out of Station #1 and Station #2.

Given the number and location of calls for service, Fire Station #3 would be a more advantageous location to base a duty crew. However, Fire Station #3 currently lacks the dormitories and other spaces needed to house a 24/7 crew. It also lacks the cancer prevention and other safety measures that the City's other stations have, and the building envelope is showing its age and in need of numerous repairs.

Before determining whether to devote significant financial resources to remodeling or rebuilding the current Fire Station #3, the City desires to determine whether the current location of Fire Station #3 is the best location from which to serve current and future residents and businesses. (Phase 1 of this study). If the current location of Fire Station #3 is determined to not be a reasonable location from which to serve the community now and into the future, the City desires to identify alternative locations for a replacement Fire Station #3 to be built. (Phase 2 of this study.)

This study is the first step in what is expected to be a multi-year process. A significant remodeling or rebuilding of Fire Station #3 is not planned in the near term, however this study will allow the City to plan ahead - particularly if a new location needs to be identified and acquired.

FISCAL IMPACT

Funds for this study were included in the 2024 Fire Department budget under Other Professional Services.

RECOMMENDATION

Staff recommends approval to advertise the Request for Proposal for a Fire Station Location Study for Station #3.

ATTACHMENTS

1. RFCA Resolution RFP station location study
2. RFP - IGH Station Location Study - 2024

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

RESOLUTION NO. _____

**RESOLUTION FOR AUTHORIZATION TO ISSUE REQUEST FOR PROPOSALS FOR
FIRE STATION LOCATION STUDY**

WHEREAS, The City has grown over the past decade and the future expects to bring additional growth to the Northwest Area, which is closest to fire station #3; and

WHEREAS, the fire department has switched from a fully paid-on-call fire department to a combination fire department with firefighters staffing two stations 24/7/365; and

WHEREAS, fire stations #1 and #2 are currently staffed and station #3 is not; and

WHEREAS, given the number and location of calls for service, station #3 would be the most advantageous location to base a duty crew; and

WHEREAS, fire station #3 lacks dormitories, cancer prevention, and other spaces and safety measures the other fire stations have; and

WHEREAS, the fire station itself is showing its age and in need of numerous repairs; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby approve the advertisement of requests for proposals for a fire station location study for fire station #3.

Approved this 22nd day of April 2024 by the City Council of Inver Grove Heights, MN this ____ day of _____.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

**Inver Grove Heights
Fire Department
9200 Courthouse Blvd
Inver Grove Heights, MN 55077**

**REQUEST FOR PROPOSAL
CONSULTATION SERVICES**

**ANALYSIS OF STATION LOCATION
FOR THE
CITY OF INVER GROVE HEIGHTS**

PURPOSE

The Inver Grove Heights Fire Department's primary responsibility is to provide fire and rescue emergency services to a current population of 36,000 residents within a 32 square mile response district. The Department currently operates out of three stations, using a combination of paid-on-call and full-time staff. However, the City is growing and changing, with most new development coming specifically to the northwest quadrant of the city. At the same time, Station #3, which is the logical location from which to serve the City's northwest area, is aging and in need of major investment if it is to meet the needs of the Department now and into the future.

Before determining whether to devote significant financial resources to remodeling or rebuilding the current Station #3, the City desires to determine whether the current location of Station #3 is the best location from which to serve current and future residents and businesses. (Phase 1 of this study). If the current location of Station #3 is not the best location from which to serve the community now and into the future, the City desires to identify alternative locations for a replacement Station #3 to be built. (Phase 2 of this study.)

BACKGROUND

The City currently has three fire stations:

Station #1

7015 Clayton Avenue
Reconstructed in 1987

Station #2

9200 Courthouse Blvd
Constructed in 2019
(The previous station #2 was deactivated in the 70's and was not replaced until 2019.)

Station #3

2059 Upper 55th Street
Constructed in 1970 and added on to in the 1980s.

Fire stations #1 and #3 were located and built while Inver Grove Heights was a much smaller and developing City. In 2011, a station location study was conducted to determine where the new fire station #2 should be built.

The City has grown at a steady pace over each decade. Looking to the future, most of the new growth is slated to take place in the northwest part of the City, which is closest to Station #3. In addition, the fire department has switched from a fully paid-on-call department with firefighters responding from home, to having two crews on duty 24/7, who respond out of Station #1 and Station #2.

Given the number and location of calls for service, Station #3 would be a more advantageous location to base a duty crew. However, Station #3 currently lacks the dormitories and other spaces needed to house a 24/7 crew. It also lacks the cancer prevention and other safety measures that the City's other stations have, and the building envelope is showing its age and in need of numerous repairs.

Before determining whether to devote significant financial resources to remodeling or rebuilding the current Station #3, the City desires to determine whether the current location of Station #3 is the best location from which to serve current and future residents and businesses. (Phase 1 of this study). If the current location of Station #3 is not a reasonable location from which to serve the community now and into the future, the City desires to identify alternative locations for a replacement Station #3 to be built. (Phase 2 of this study.)

DEPARTMENT STAFFING

The City of Inver Grove Heights Fire Department currently staffs a combination fire department for emergency response with two crews available to respond 24/7. Present staffing includes six full-time administrative staff: Fire Chief, Deputy Chief, Assistant Chief/Fire Marshal, Fire Operations Supervisor, Fire Inspector and Support Specialist. There is another Assistant Chief approved to be hired in 2024. Full-time administrative staff are housed at Station #2. The Department employs 12 full-time shift officers and firefighters who work 24-hour shifts. There are approximately 35 paid-on-call (POC) Firefighters who sign up to fill 4 or 8-hour shifts at Station #1 and some weekend shifts at Station #2. Station #1 has a crew of 3 that includes 2 full-time shift personnel and 1 POC firefighter. There are also 2 full-time shift personnel at Station #2 and occasionally, a POC firefighter will fill in a third spot on weekends, by working 4 or 8-hour shifts. Station #3 is not staffed. All three stations have POC firefighters living nearby so they can respond quickly when called back if the two crews that are on shift become busy or if the emergency call requires additional help.

SCOPE OF SERVICES SOUGHT

Phase 1: Evaluation of Current Station Location

- Thorough evaluation of current calls for service; including call type, location, duration, etc., including response times achieved from current station location and projected response times if a full-time duty crew was responding out of that location.
- Projection of future calls for service given planned growth and land uses included in the City's 2040 Comprehensive Plan;
- Analysis of current and projected future response times for compliance with ISO response requirements for engine and ladder companies, factoring in existing and planned road network.

Recommendations shall be provided based on ISO, NFPA, CPSE, ICMA, and industry standards for comparable size U.S. cities with an ISO Class 3/5 rating or better. Response time is defined as the time from when the 911 call is made until the determined number of personnel and apparatus have arrived on scene.

NOTE: Scope of work does not include an analysis of the existing fire station structure – just the location.

Phase 2: Evaluation of Alternative Station Locations

If authorized by the City to proceed to Phase 2, consultant shall identify potential sites for relocating Station #3 to provide better response times and service to current and future residents of the area.

In addition to providing a better response time compared to the current station location, alternative sites must have:

- Land that is undeveloped or a logical candidate for redevelopment;
- Land with current or planned availability of municipal water and sewer service;
- Land of suitable topography and road access for a fire station;
- Land dimensions suitable for drive-through bays and overall station size. (A minimum of 1 buildable acre and an exit onto a City-maintained street are strongly preferred.)
- Land not owned by anyone who would have a fiduciary conflict of interest.

Site analysis should include any suitable land already owned by the City or land that could be traded for land owned by the City.

Lastly, any known or reasonably foreseeable environmental contamination shall be factored into the analysis of alternative sites.

DATA PROVIDED BY CITY

The City shall provide, at no cost to the consultant, any relevant information that it has in its possession, or which is easily obtained from partner agencies. Examples of such information may include call data, response data, demographic data, apparatus lists, land use data, and city maps.

City Planning and Engineering staff will be available to discuss growth projections, anticipated land uses and infrastructure plans as needed.

PROPOSAL REQUIREMENTS

Submitted proposals must include:

1. A description of the firm or consultant's experience performing related studies, including the name and contact information for at least three references from similar projects completed within the last three years.
2. A description of the proposed methods and approaches to be used in conducting the study.
3. A complete list of the individuals to be involved in the study, including any subcontractors, including their experience and qualifications.
4. A detailed cost breakdown of this project, including a "not to exceed" cost for each phase.
5. A project schedule, including key milestones and a final completion date for Phase 1 and an estimated schedule for Phase 2, if undertaken.

Send proposals to: Fire Service Delivery Study
C/O Judy Thill, Fire Chief
City of Inver Grove Heights
9200 Courthouse Blvd
Inver Grove Heights, MN 55077

Due date: Proposals must be received no later than 10:00 a.m. on Monday, May 20, 2024.

Questions concerning this proposal should be directed to Fire Chief Judy Thill at 651-450-2495 or jthill@ighmn.gov.

SELECTION PROCESS:

1. A committee will review the written proposals to develop a list of finalists.
2. Finalists will be requested to participate in an interview process.
3. The committee will make recommendations to the City Administrator and City Council.



Request for Council Action

SUBJECT: **Approval of Confidential Funds Policy for Police Department**

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Amy Hove, Finance Director, 651.450.2521
 Joshua Otis, Commander, 651.450.2528

ACTION REQUESTED

The Council is asked to approve the attached Confidential Funds Policy for the Police Department.

BACKGROUND

During the course of active investigations, the Police Department has the need to utilize cash (confidential funds) for the payment of certain investigative expenditures: purchase of contraband, payment to undocumented cooperating individuals, and other investigative expenditures necessary to effectively investigate cases. Confidential funds can also be used as "flash money", i.e. cash used by undercover officers to demonstrate the intent and ability to purchase information or illegal goods or services from criminal suspects or informants. Sometimes these dollars are recovered during the investigation and other times they are not.

Under Minnesota Statutes, the Council may establish petty cash funds for the payment in cash of any proper claim against the city which it is impractical to pay in any other manner. And, there exists a petty cash fund for the Police Department in the amount of \$1,200. Previously, that petty cash fund had been used to reimburse employees for smaller purchases as is typical for a normal petty cash fund. However, in order to continue certain investigations, the Police Department has had to expand the use of that fund to cover the investigative activities outlined above.

The proposed policy provides updated guidance on how the fund may be used, including additional safekeeping and recordkeeping requirements. The policy sets a fund target of \$1,500 but also provides some flexibility - allowing for case specific increases when needed of up to \$5,000 (requiring confirmation by both the Police Chief and Finance Director). The policy also outlines supervisor responsibilities as well as annual internal audit requirements. When the fund requires replenishment, it will be from resources available within the Police Forfeiture Fund.

FISCAL IMPACT

Staff do not anticipate this policy update to have a significant impact on financial activities. However, the investigative team may utilize these funds more often as they would be "officially" available for investigative purposes if this policy is adopted. Staff will monitor the fund and provide any follow-ups as needed.

RECOMMENDATION

Staff recommends approval of the attached Confidential Funds Policy for the Police Department.

ATTACHMENTS

1. Confidential Funds Policy

Confidential Fund Management

607.1 POLICY

It is the policy of the Inver Grove Heights Police Department to maintain stringent control over all confidential funds used by the Inver Grove Heights Police Department to ensure that the funds are only used for authorized purpose.

607.2 DEFINITIONS

Confidential Funds: Monies (cash) set aside for undercover purchases of contraband, payment to documented cooperating individuals, and other authorized investigative expenditures necessary to effectively investigate cases. Confidential funds may only be used for the purposes intended.

Flash Money: Dispersed money used by undercover officers to demonstrate the intent and ability to purchase information or illegal goods or services from criminal suspects or informants.

607.3 ACCESS TO CONFIDENTIAL FUNDS

Access to confidential funds is limited to the Strategic Response Group (SRG) Supervisor or Division Commander. Each investigator and/or SRG member may request to have confidential funds dispersed. Requests for funds should include all relevant details of the case and must be approved for use by the SRG Supervisor or Division Commander.

607.4 STORAGE OF CONFIDENTIAL FUNDS

Confidential funds shall be stored in a secure, locked area in the department that is only accessible to the SRG supervisor and/or Division Commander.

607.5 DISBURSEMENT OF OF CONFIDENTIAL FUNDS

Investigators and/or SRG members may be issued confidential funds to be used in furtherance of investigative purposes. Funds may be used for the following purposes:

- (a) Payments made directly to informants.
- (b) Purchases of illegal drugs, contraband, or other evidence of criminal activity.
- (c) Expenditures for authorized undercover operations.
- (d) Payments of investigative expenses (e.g. hotel rooms, food, drinks, and other necessities).
- (e) Flash Money

The SRG Supervisor and Division Commander who have authority over the disbursement of confidential funds may not directly allocate those funds to themselves. Such disbursements would need to be handled in conjunction with the supervisor of the SRG Supervisor or Division Commander.

Inver Grove Heights Police Department

Policy Manual

Confidential Fund Management

607.6 AMOUNT OF CONFIDENTIAL FUNDS

On hand confidential funds monies will generally not exceed \$1,500 at any given time. This amount is intended to cover anticipated operations. When the recovery of confidential funds occurs, those funds will be added back into the on hand monies which will cause the on hand amount to exceed \$1,500. When the on hand monies exceeds the \$1,500 by \$500 or less, the excess monies will remain on hand and used until exhausted. When the on hand monies exceed \$2000, any amount over \$1,500 shall be returned to the City's Finance Department

If there is a specific case need to have more on hand monies made available, the Chief of Police will confer with the Finance Director to authorize an increase up to \$5,000. This increased amount is not permanent, it is case specific. If there is a need to permanently increase the confidential funds amount above the \$1,500 it must be approved by the City Council.

607.7 REPLENISHMENT OF CONFIDENTIAL FUNDS

Confidential Funds will be replenished as needed using resources available in the Police Forfeiture Fund account. Before replenishment, a summary of disbursements made, and therefore the funds needing replenishment, will be forwarded to the Finance Director for review. Such a summary will not include any case specific information that might jeopardize official police business or operations. The Finance Director will complete the applicable Payment Request Form and forward it to Accounts Payable for processing. Once the Finance Department has cashed the payment at the bank, the funds will be delivered to the Police Department.

607.8 RECORDKEEPING OF CONFIDENTIAL FUNDS

All investigators and/or SRG members making payments from confidential funds shall document the transaction in a written expense report, accounting for all money withdrawn from the fund. The investigator and/or SRG members making the payment shall ensure that an appropriate receipt is obtained, unless such an action would jeopardize the transaction or operation.

The Expense Report shall include the following:

- (a) Item or informant control number on which the money was spent.
- (b) Date, time, and location of expense.
- (c) Description of evidence purchased, or intelligence provided by an informant.
- (d) Originals or copies of any supporting documentation (e.g., receipts).
- (e) Type of investigation.
- (f) Investigator and witness names and signatures.
- (g) Case number and/or Z-file number.

The written expense report and supporting documentation shall be forwarded to the SRG Supervisor or Division Commander, for review and final authorization, after which point it will be centrally stored and retained.

Inver Grove Heights Police Department

Policy Manual

Confidential Fund Management

Each investigator and/or SRG member shall maintain investigative case records related to confidential fund expenditures. These records may assist with audit verification.

607.9 SUPERVISOR RESPONSIBILITIES

The SRG Supervisor shall be responsible for the following:

- (a) Maintenance of confidential funds in accordance with all applicable laws, policies, and procedures.
- (b) Proper disbursements and deposits.
- (c) Bookkeeping and monthly internal audits.
- (d) Maintaining file(s) containing copies of relevant fund transaction documents.

The Division Commander shall be responsible for the following:

- (a) Annual review of policy.
- (b) Annual audit of the funds.
- (c) Conducting regular audits of bookkeeping records, SRG Supervisors audits, and all files that are related to the use of funds to ensure department policies are being followed.

607.10 AUDIT OF CONFIDENTIAL FUNDS

The Division Commander shall conduct an annual audit of the funds. A copy of this audit will be forwarded to the Finance Director for review. The Division Commander is encouraged to conduct regular audits of the informant files, confidential funds, and seizure paperwork to ensure all policies have been followed. The SRG Supervisor, should conduct frequent internal audits of these same items. The Finance Director, upon request, may review all bookkeeping records on the disbursements of confidential funds.

607.11 CONFORMANCE WITH APPLICABLE LAWS AND STATUTES

The Confidential Funds Management Policy shall conform to all conditions set forth by state and federal laws. The Finance Director, or Chief of Police, when necessary, may place additional conditions on these procedures to ensure adequate controls are in place over the funds.



Request for Council Action

SUBJECT: **Resolution Requesting that Dakota County Ceremonially Name a Portion of CSAH 71 (Rich Valley Boulevard) to "Officer Ben Bidon Memorial Highway"**

MEETING DATE: April 22, 2024
ITEM TYPE: Consent Agenda
CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to authorize the attached letter to Dakota County requesting that a portion of County State Aid Highway 71 (Rich Valley Boulevard) in Inver Grove Heights be given the ceremonial name of "Officer Ben Bidon Memorial Highway."

BACKGROUND

Officer Ben Bidon was a highly decorated Army veteran who served our nation with honor, including during a 14-month tour of duty with the 101st Airborne Tiger Force Unit during Iraqi Freedom. Officer Bidon was a dedicated and diligent member of the Inver Grove Heights Police Department where he worked tirelessly to keep our community safe for eight years.

Officer Bidon died suddenly on April 30, 2023 due to a medical condition. Officer Bidon and his family resided near County State Aid Highway 71, where his wife and three daughters still live.

Dakota County Commissioners have previously named portions of county roads in memory of fallen public safety employees that served in Dakota County. If approved by the County Board, this action would be symbolic and communicated to the public via special signage. It would not change the official name of the road or the addresses of any properties along the road.

FISCAL IMPACT

NA

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution and the accompanying letter of support to the Dakota County Board of Commissioners Joe Atkins and Bill Droste, who support this action and will bring it to the full County Board for approval.

ATTACHMENTS

1. Officer Bidon Memorial
2. Ben Bidon Resolution



8150 Barbara Avenue
Inver Grove Heights
Minnesota 55077
651-450-2500
www.ighmn.gov

April 22, 2024

Board of Commissioners

1590 Highway 55

Hastings, MN 55033

Dear Commissioners Droste and Atkins:

On behalf of the City of Inver Grove Heights and the Inver Grove Heights Police Department, we are writing to request that the County Board dedicate the portion of CSAH 71 in Inver Grove Heights as the “Officer Ben Bidon Memorial Highway.”

Officer Ben Bidon was a dedicated, distinguished, and respected member of the Inver Grove Heights Police Department since 2015 who died suddenly and without warning on April 30th, 2023, due to a medical condition. Before joining Inver Grove Heights, Ben was a decorated Army veteran, who served our nation with honor, including a 14-month tour of duty in Iraq during Operation Iraqi Freedom. Most importantly, Ben was a beloved husband and father to three young daughters. For many years, Ben and Ashley and their girls have lived near CSAH 71.

We hope you will act favorably upon our request. Please let us know if you have any questions or concerns.

Brenda Dietrich, Mayor

Melissa Chiodo, Chief of Police

RESOLUTION

WHEREAS, Ben Bidon was a highly decorated Army veteran, who served our nation with honor, including during a 14-month tour of duty with the vaunted 101st Airborne Tiger Force Unit in Iraq during Operation Iraqi Freedom;

WHEREAS, Officer Ben Bidon was a dedicated, distinguished and diligent member of the Inver Grove Heights Police Department who worked tirelessly to keep our community safe; and,

WHEREAS, Officer Ben Bidon earned our community's Lifesaving Award in 2022 and Chief's Award of Merit in 2022; and,

WHEREAS, Ben Bidon was a beloved husband to his wife, Ashley, and father to his three young daughters, Addison, Evelyn, and Eleanor; and,

WHEREAS, Officer Bidon died suddenly and without warning on April 30th, 2023 due to a medical condition; and,

WHEREAS, Officer Bidon and his family resided near County State Aid Highway 71 (Rich Valley Boulevard) in Inver Grove Heights for many years.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Inver Grove Heights hereby requests the Dakota County Board of Commissioners dedicate the portion of County State Aid Highway 71 in Inver Grove Heights as the "Officer Ben Bidon Memorial Highway."

Brenda Dietrich, Mayor

Date

Attest:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Resolution Approving Final Plat and Development Agreement for Buckley Corner Townhomes**

MEETING DATE: April 22, 2024

ITEM TYPE: Consent Agenda

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the Final Plat and Development Agreement for the plat of Buckley Corner Townhomes.

BACKGROUND

The applicant is proposing to final plat phase one of the townhome development. Council previously approved the Preliminary Plat and Conditional Use Permit for a nine-lot subdivision for a nine-unit townhome development.

Phase 1 consists of platting three lots and the balance of the site in one outlot. The main driveway will be constructed to its full length with the first phase. Three townhome units will be constructed in the first phase. The balance of the development is expected in two additional phases.

The attached Development Agreement has been drafted to address stormwater and utility connections for the site.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the Final Plat and Development Agreement as they are consistent with the preliminary plat and plans.

ATTACHMENTS

1. Resolution
2. Final Plat Drawing
3. Development Agreement
4. SWFMA

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

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE FINAL PLAT, DEVELOPMENT CONTRACT, AND
STORMWATER FACILITIES MAINTENANCE AGREEMENT FOR THE PLAT OF BUCKLEY
CORNER TOWNHOMES**

CASE NO. 24-07S

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

OUTLOT A, VALLEY VIEW 4TH ADDITION ACCORDING TO THE PLAT ON FILE AND OF RECORD IN 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 October 17, 2023;

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, Development Contract, and Stormwater Facilities Maintenance Agreement for the plat of Buckley Corner Townhomes are hereby approved subject to the following conditions:

1. The final plat and accompanying plans shall be in substantial conformance with the plan set listed in the approved Development Contract.
2. Developer shall execute the attached Development Contract, subject to any revisions as may be required by the City Attorney, which shall be recorded with Dakota County prior to any work commencing on the site.
3. A park dedication fee equal to \$12,000 (\$4,000 x 3) shall be paid to the City prior to release of the final plat.

4. An agreement for the driveway access and maintenance shall be recorded against the property to benefit the lots without road frontage.

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

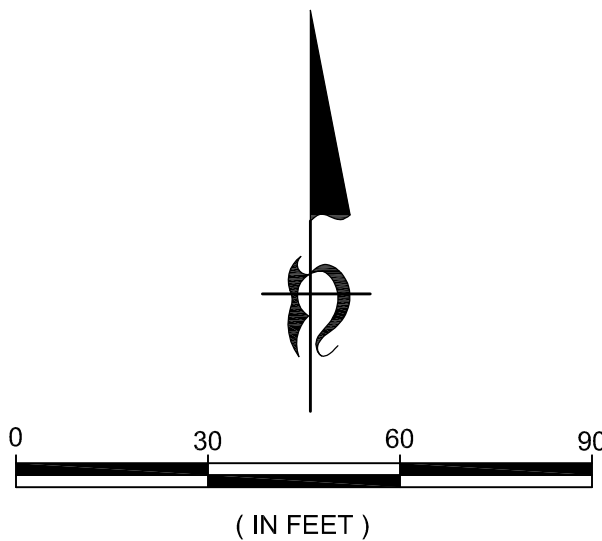
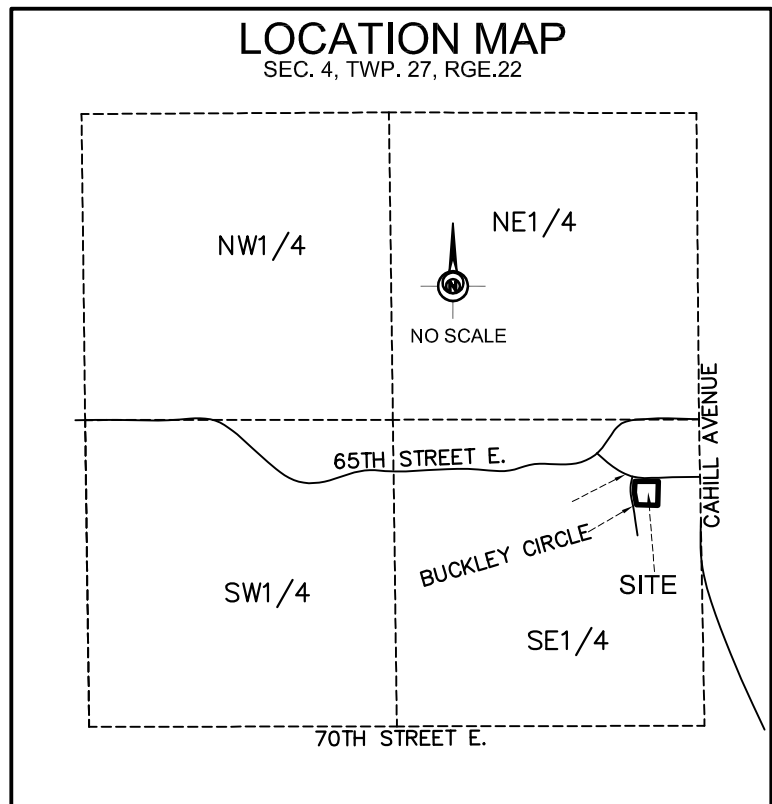
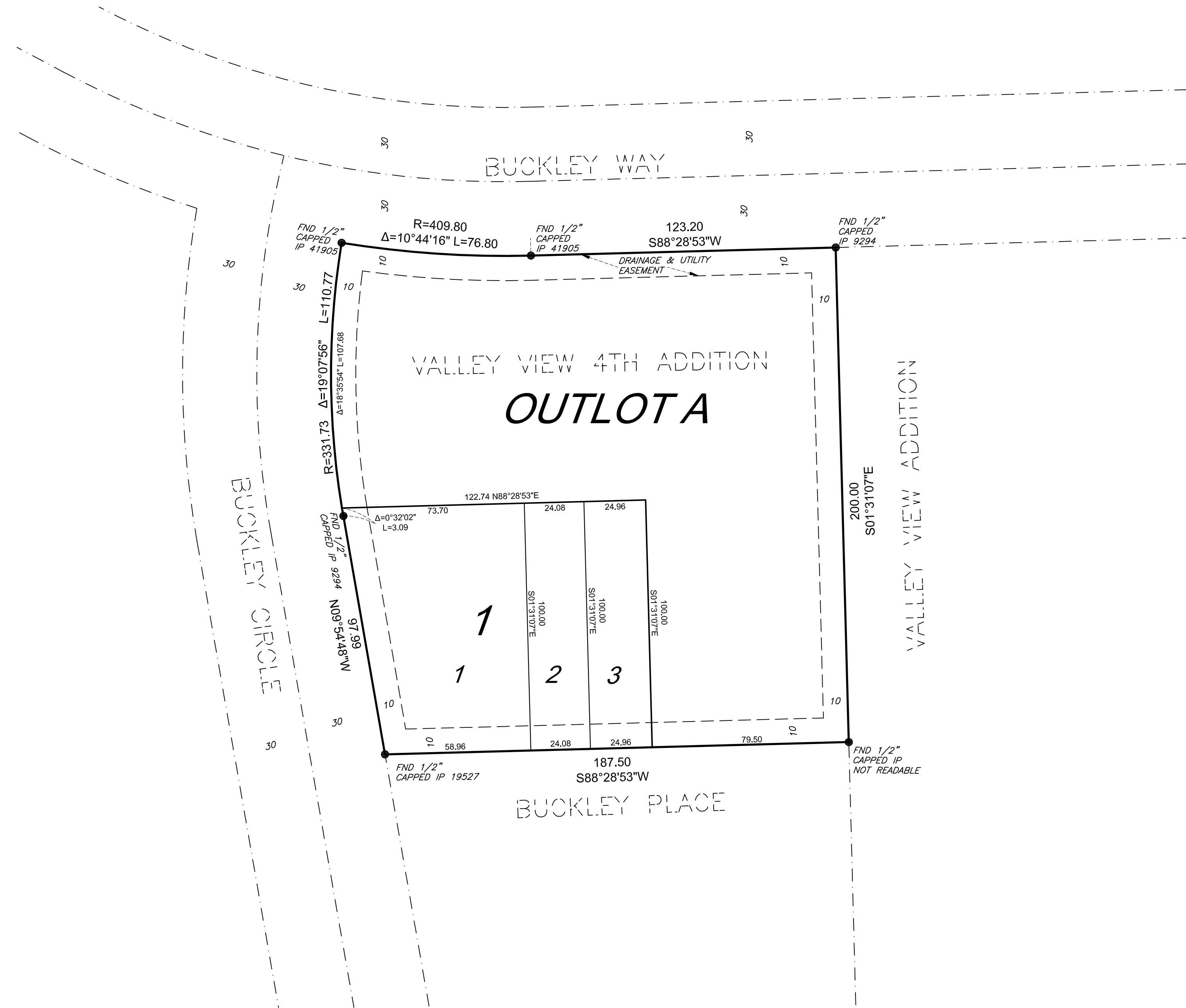
Passed this 22nd day of April, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

BUCKLEY CORNER TOWNHOMES



THE EAST LINE OF OUTLOT A, VALLEY VIEW 4TH ADDITION, IS ASSUMED TO HAVE A BEARING OF S01°31'07\"/>

- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 46167, UNLESS OTHERWISE SHOWN.
- DENOTES IRON PIPE MONUMENT FOUND, UNLESS OTHERWISE SHOWN.

NO MONUMENT SYMBOL AT ANY STATUTE REQUIRED LOCATION WILL BE SET WITH A 1/2 INCH X 14 INCH IRON PIPE, WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT BY LICENSE NUMBER 46167.

KNOW ALL PERSONS BY THESE PRESENTS: That Ilya Zubarev and Natascha Zubarev, owners of the following described property:

OUTLOT A, VALLEY VIEW 4TH ADDITION, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as BUCKLEY CORNER TOWNHOMES and does hereby donate and dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Ilya Zubarev and Natascha Zubarev, have hereunto set their hands this ____ day of _____, 20 ____.

By _____ By _____
Ilya Zubarev Natascha Zubarev

STATE OF MINNESOTA
COUNTY OF _____
This instrument was acknowledged before me on _____, 20 ____, by Ilya Zubarev and Natascha Zubarev.

Notary Public, _____
My Commission Expires _____

I Thomas J. O'Meara 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 ____.

Thomas J. O'Meara, Land Surveyor
Minnesota License No. 46167

STATE OF MINNESOTA
COUNTY OF _____
The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20 ____, by Thomas J. O'Meara, Land Surveyor, Minnesota License No. 46167.

Signature _____

Printed _____

Notary Public, _____ County, Minnesota
My commission expires _____

CITY COUNCIL, INVER GROVE HEIGHTS, STATE OF MINNESOTA
This plat of BUCKLEY CORNER TOWNHOMES was approved and accepted by the City Council of Inver Grove Heights, Minnesota, at a regular meeting thereof held this ____ day of _____, 20 ____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor By: _____ 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 ____.

By: _____
Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF 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 ____.

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

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA
I hereby certify that this plat of BUCKLEY CORNER TOWNHOMES, 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 Number _____.

Amy A. Koethe
Dakota County Recorder

DEVELOPMENT CONTRACT

FOR

PLAT OF BUCKLEY CORNER
TOWNHOMES

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**CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF BUCKLEY CORNER TOWNHOMES**

THIS DEVELOPMENT CONTRACT is made and entered into on the ____ day of _____, 2024, by and between the CITY OF INVER GROVE HEIGHTS, a Minnesota municipal corporation, (hereinafter called the CITY), and the PROPERTY OWNER identified herein.

RECITALS:

WHEREAS, the PROPERTY OWNER has applied to the CITY for approval of the PLAT of BUCKLEY CORNER TOWNHOMES;

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of utilities (sewer and water), storm water facilities, and landscaping;

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 PROPERTY OWNER. "PROPERTY OWNER" means Project Comfort, LLC, a Minnesota limited liability company and its successors and assigns.

1.4 PLAT. "PLAT" means the plat of BUCKLEY CORNER TOWNHOMES approved by the City Council on April 22, 2024, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached **Exhibit A**.

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

1.6 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY and PROPERTY OWNER.

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

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

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

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

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

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

- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over, the DEVELOPER IMPROVEMENTS.

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

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

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

1.14 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached **Exhibit C**.

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

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

1.17 SURETY. "SURETY" means an irrevocable letter of credit in a form acceptable to the City Attorney or a cash deposit.

1.18 PROPERTY OWNER DEFAULT. "PROPERTY OWNER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof that continue and remain uncured after PROPERTY OWNER receives written notice of said PROPERTY OWNER DEFAULT:

- a.) failure by the PROPERTY OWNER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;
- b.) once commenced, failure by the PROPERTY OWNER to timely construct the

DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.

- c.) failure by the PROPERTY OWNER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the PROPERTY OWNER WARRANTIES.

1.19 FORCE MAJEURE. "FORCE MAJEURE" means acts of God or nature, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area); riots; insurrections; labor strikes or shortages; unavailability of materials; war or civil disorder affecting the performance of work; blockades; power or other utility failures; a local government moratorium on development or construction review; pandemic and other public health emergencies, fires or explosions and other similar events or causes beyond the reasonable control of PROPERTY OWNER rendering the construction, installation or completion of the DEVELOPER IMPROVEMENTS during the continuance of such Force Majeure impossible or impracticable.

1.20 PROPERTY OWNER WARRANTIES. "PROPERTY OWNER WARRANTIES" means that the PROPERTY OWNER hereby warrants and represents the following:

A. AUTHORITY. PROPERTY OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. NO DEFAULT. PROPERTY OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. PROPERTY OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by PROPERTY OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. PRESENT COMPLIANCE WITH LAWS. To PROPERTY OWNER's best knowledge, PROPERTY OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and PROPERTY OWNER is not aware of any pending or threatened claim of any such violation.

D. CONTINUING COMPLIANCE WITH LAWS. PROPERTY OWNER

will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. NO LITIGATION. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting PROPERTY OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. To PROPERTY OWNER'S best knowledge, PROPERTY OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. FULL DISCLOSURE. To PROPERTY OWNER'S best knowledge, none of the representations and warranties made by PROPERTY OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by PROPERTY 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.

G. PLAT COMPLIANCE. To PROPERTY OWNER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL. The PROPERTY OWNER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the PROPERTY OWNER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

All live plantings, including but not limited to trees, shrubs, and grasses, shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

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

I. OBTAINING PERMITS. The PROPERTY OWNER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

J. FEE TITLE. PROPERTY OWNER owns fee title to the property within the PLAT.

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

A. ORGANIZATION. CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

B. AUTHORITY. CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

1.22 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 PROPERTY OWNER:
Project Comfort, LLC
17218 Finch Path
Farmington, MN 55024

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

ARTICLE 2 **PLAT APPROVAL**

2.1. PLAT APPROVAL. Subject to the terms and conditions of this DEVELOPMENT

CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

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

2.3 RECORDING OF PLAT. The PROPERTY OWNER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within ninety (90) days of release of the PLAT to the PROPERTY OWNER for recording. No building permits shall be issued for any property within the PLAT unless the PROPERTY OWNER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT and the Stormwater Facilities Maintenance Agreement, Driveway Easement, and Declarations of Easements, Covenants, Conditions, and Restrictions have been recorded with the COUNTY Recorder.

ARTICLE 3 **CITY IMPROVEMENTS**

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

ARTICLE 4 **DEVELOPER IMPROVEMENTS**

4.1 DEVELOPER IMPROVEMENTS. The PROPERTY OWNER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS referenced in **Exhibit B** of this DEVELOPMENT CONTRACT. The PROPERTY OWNER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

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

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

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The PROPERTY OWNER

shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The PROPERTY OWNER agrees that the PLAT and DEVELOPMENT PLANS depict all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the PROPERTY OWNER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in **Exhibit C** (subject to delays due to FORCE MAJEURE), the CITY may declare the PROPERTY OWNER in default pursuant to Article 13.

4.4 Intentionally Omitted.

4.5 Intentionally Omitted.

4.6 EROSION CONTROL. The PROPERTY OWNER shall provide and follow a plan for erosion control and pond maintenance in accordance with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on sheets C601 and C801 of the DEVELOPMENT PLANS. The PROPERTY OWNER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The PROPERTY OWNER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded with acceptable turf establishment, and all improvements are completed. As a portion of the erosion control plan, the PROPERTY 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 13. The PROPERTY OWNER shall be financially responsible for payment for this extra work, based on the actual costs to CITY for performance of the work by CITY and its contractors, and including reimbursement for CITY staff time at regular hourly rates.

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

5.1 PARK CONTRIBUTION. The PROPERTY OWNER shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in **Exhibit E**.

ARTICLE 6
OTHER PERMITS

6.1 PERMITS. The PROPERTY 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 said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the PROPERTY OWNER to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the PROPERTY OWNER. The PROPERTY 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 PROPERTY OWNER.

ARTICLE 7

OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8

DEVELOPER PUBLIC IMPROVEMENTS

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

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

8.3 INSPECTION. A designated representative of the PWD shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the PROPERTY OWNER, its contractors, subcontractors or agents. The PROPERTY OWNER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. PROPERTY OWNER acknowledges that, in the event that PROPERTY OWNER shall fail to notify the CITY to allow it to inspect said work, CITY has the right, as set forth in Section 14.2 hereunder, to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

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

8.5 CITY ACCEPTANCE. The PROPERTY OWNER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the PROPERTY OWNER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the PROPERTY OWNER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the following agreements:

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

8.6 ENGINEERING SUBMITTALS / AS-BUILT INFORMATION.

The following shall be provided to the CITY within ninety (90) days of completion:

1. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are AUTOCAD DWG or DXF. Final plat drawings shall also be scanned, stored, and emailed as images in TIFF or PDF.
2. Provide GPS coordinates for the Storm Water Facilities to the City after construction is completed. Provide linework representing Storm Water Facility high water level, if applicable and coordinates identifying any Storm Water Facility structures in AUTOCAD DWG or DXF format. Provide GPS readings to the City before the Storm Water Facilities are covered.

ARTICLE 9
RESPONSIBILITY FOR COSTS

9.1 PROPERTY OWNER IMPROVEMENT COSTS. The PROPERTY OWNER

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

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

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

9.4 TIME OF PAYMENT. The PROPERTY 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 10 **PROPERTY OWNER WARRANTIES**

10.1 STATEMENT OF PROPERTY OWNER WARRANTIES. The PROPERTY OWNER hereby makes and states the PROPERTY OWNER WARRANTIES.

ARTICLE 11 **CITY WARRANTIES**

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

ARTICLE 12 **INDEMNIFICATION OF CITY**

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

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

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

12.2 NOTICE. Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 12.1, the CITY

shall give the FORMAL NOTICE in reasonable detail to the PROPERTY OWNER. The PROPERTY OWNER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the PROPERTY OWNER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

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

ARTICLE 13 **CITY REMEDIES UPON PROPERTY OWNER DEFAULT**

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

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the PROPERTY OWNER DEFAULT;
- c.) the CITY may, after providing an additional five (5) days FORMAL NOTICE to PROPERTY OWNER of its intent to do so, collect on the irrevocable letter of credit or cash deposit pursuant to Article 14 or Article 15 hereof to the extent reasonably necessary to cure the PROPERTY OWNER DEFAULT;

- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the PROPERTY OWNER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the PROPERTY OWNER, in which case the PROPERTY OWNER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the PROPERTY OWNER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The PROPERTY OWNER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

13.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the PROPERTY 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.

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

13.4 EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the PROPERTY OWNER in case of a PROPERTY OWNER DEFAULT and notwithstanding the requirement contained in Section 13.1 hereof relating to giving the PROPERTY OWNER a thirty (30) day period to cure the PROPERTY OWNER DEFAULT, in the event of an emergency resulting from a PROPERTY OWNER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DPW, the CITY may perform the work or improvement to be performed by the PROPERTY OWNER without giving any notice or FORMAL NOTICE to the PROPERTY OWNER and without giving the PROPERTY

OWNER the thirty (30) day period to cure the PROPERTY OWNER DEFAULT. In such case, the PROPERTY OWNER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the PROPERTY OWNER hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The PROPERTY OWNER hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14

SURETY DEPOSIT

14.1 SURETY REQUIREMENT. Prior to the CITY allowing the PLAT to be released for recording and prior to the PROPERTY OWNER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the PROPERTY OWNER shall deposit with the City a SURETY acceptable to the City for the amounts stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total SURETY amount was calculated as shown on the attached **Exhibit F**. The bank and form of the SURETY 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. If the SURETY is an irrevocable letter of credit, the irrevocable letter of credit shall be for a term ending December 31, 2025. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of not earlier than December 31, 2025, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The SURETY shall secure compliance by the PROPERTY OWNER with the terms of this Agreement. The CITY may draw down on the SURETY without any further notice than that provided in Section 13.1 relating to a PROPERTY OWNER DEFAULT, for any of the following reasons:

- a.) a PROPERTY OWNER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2025.

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

With CITY approval, the SURETY may be reduced pursuant to Section 14.2 from time to time as financial obligations are paid.

14.2 SURETY RELEASE AND SURETY INCREASE; DEVELOPER IMPROVEMENTS. Periodically, upon the PROPERTY OWNER'S written request and upon completion by the PROPERTY OWNER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the SURETY covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the SURETY for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.19(H) hereof; in the alternative, subject to the City Engineer approval and all townhome structures receiving a certificate of occupancy, the PROPERTY OWNER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

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

ARTICLE 15 **MISCELLANEOUS**

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

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

from the improvements equal or exceed the amount of the special assessments.

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

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

15.5 RECORDING. The DEVELOPMENT CONTRACT shall be recorded with the COUNTY Recorder and the PROPERTY OWNER shall provide and execute any and all documents necessary to implement the recording.

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

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich 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

PROPERTY OWNER:

PROJECT COMFORT, LLC

By: Ilya Zubarev
Its: Managing Member

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Ilya Zubarev, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Project Comfort, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Project Comfort, LLC by authority of the members of Project Comfort, LLC.

Notary Public

This Instrument Drafted by:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
LEGAL DESCRIPTION
OF PLAT OF BUCKLEY CORNER TOWNHOMES

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

Lots 1 through 3, BLOCK 1, and OUTLOT A, BUCKLEY CORNER
TOWNHOMES.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

DEVELOPMENT PLANS means the plans listed below.

PLAN (SHEET TITLES)	SHEET NO.	DATE OF PLAN PREPARATION	PREPARED BY
TITLE SHEET	C101	4/16/2024	Kent E. Brander
EXISTING CONDITIONS	C101	4/16/2024	Kent E. Brander
SITE LAYOUT	C201	4/16/2024	Kent E. Brander
SANITARY SEWER & WATERMAIN	C301	4/16/2024	Kent E. Brander
GRADING AND EROSION CONTROL PLAN	C501	4/16/2024	Kent E. Brander
EROSION & SEDIMENT CONTROL PLAN	C601	4/16/2024	Kent E. Brander
DETAILS	C701-C704	4/16/2024	Kent E. Brander
NOTES	C801	4/16/2024	Kent E. Brander

The above-listed DEVELOPMENT PLANS were approved by the City Engineer on 4/17/2024.

The DEVELOPMENT PLANS also include modifications of the above referenced DEVELOPMENT PLANS as approved from time to time in writing by the City Engineer or Director of Public Works.

EXHIBIT C
DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS. The items checked "X PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit	general site grading, drainage and erosion control
X	prior to obtaining a building permit	storm water facilities
X	prior to obtaining a building permit	private driveway
X	prior to obtaining a building permit	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit	Sanitary Sewer Manhole Watermain, Gate valve and 6" Water line to ROW Necessary components to reconstruct the roadway including Geotextile Fabric, Select Granular Material, Aggregate Base, and Bituminous Surfacing. Concrete Curbing for the Roadway Driveway Apron

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct any CITY IMPROVEMENTS.

EXHIBIT E
MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:

- a.) PROPERTY OWNER must execute this DEVELOPMENT CONTRACT and the documents listed below.
- b.) PROPERTY OWNER must provide cash deposit for the Engineering Escrow Amount stated in **Exhibit F** of this DEVELOPMENT CONTRACT.
- c.) PROPERTY OWNER must provide the SURETY for the amount stated in **Exhibit F** of this DEVELOPMENT CONTRACT.
- d.) PROPERTY OWNER must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT and must pay any other fees required by City to be paid prior to release of the PLAT. PROPERTY OWNER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of **Exhibit F**.
- e.) PROPERTY OWNER must provide title evidence in the form of a title insurance policy or other evidence acceptable to the CITY that shows that the PROPERTY OWNER owns the property within the PLAT.
- f.) PROPERTY OWNER must execute and deliver to the CITY the Stormwater Facility Maintenance Agreements (SWFMA) for the stormwater facilities located on the PLAT in a form approved by the City Attorney.
- g.) PROPERTY OWNER must pay the park dedication (park contribution) fee referenced in Paragraph 5 of this **Exhibit E**.
- h.) PROPERTY OWNER must execute a Declaration for the PLAT with language acceptable to the City Attorney regarding the obligations of the lot owners within the PLAT related to maintenance of stormwater facilities and CITY access to the stormwater facilities and the fire hydrant within the PLAT for inspection and maintenance purposes, and which shall include a private driveway easement for the driveway to serve the LOTS within the PLAT. The Declaration shall be in a recordable form.
- i.) PROPERTY OWNER must pay to the CITY the stormwater plat connection fee in the amount of \$8,180.64.

2.) **CONDITIONS TO BE SATISFIED PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY LOT WITHIN THE PLAT.** Prior to issuance of a building permit for any lot within the PLAT, whichever occurs first, (subject to extension for any period of FORCE MAJEURE), the following conditions must be met in accordance with the DEVELOPMENT PLANS:

- a.) All the conditions in Paragraph 1 of this **Exhibit E** have been met.
- b.) The PLAT is recorded with the Dakota County Recorder.
- c.) All fees required to be paid to CITY prior to issuance of a building permit have been paid.
- d.) This DEVELOPMENT CONTRACT, private driveway easement, declaration, and SWFMA have been recorded with the Dakota County Recorder's Office and the PROPERTY OWNER has provided evidence to the CITY of such recording.
- e.) All grading, drainage and erosion control must be completed or, in the judgment of the DIRECTOR OF PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
- f.) All storm water facilities, including any storm sewer pipes, infiltration basins, water quality pre-treatment facilities and appurtenances shown on the approved DEVELOPMENT PLANS must be installed and functional to a level reasonably approved by the City Engineer.
- g.) The landscaping requirements for the PLAT shown on the landscape plan dated 2-24-2024 and on file with the City have been met.
- i.) The shared light duty bituminous driveway shown on the approved DEVELOPMENT PLANS must be constructed, at a minimum, to the top of aggregate base, and the shared driveway access easement (ingress/egress easement) and Declaration of Easements, Covenants, Conditions and Restrictions establishing an access easement to all lots must be recorded with the Dakota County Recorder's Office.

4.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit F** includes an appropriate amount as determined by the DIRECTOR OF PWD to assure that the PROPERTY OWNER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the PROPERTY OWNER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the PROPERTY OWNER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per unit amount of \$4,000, multiplied by the number of lots. There are 3 platted lots to be developed with 3 dwelling units and as a result, the park contribution is \$12,000 (3 lots multiplied by \$4,000 per unit). The park contribution fee of \$12,000 must be paid before the CITY releases the PLAT.

6.) **Intentionally Omitted.**

7.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall follow the erosion control requirements set forth in the attached **Exhibit G**. The PROPERTY OWNER must make the builder aware of the erosion control requirements and must provide a copy to the builder of such requirements.

8.) **AGREEMENTS.** The PROPERTY OWNER must comply with the following requirements and execute the agreements set forth below:

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

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

- b. PROPERTY OWNER must execute and record a driveway easement consistent with the approved DEVELOPMENT PLANS to provide access from all LOTS to Buckley Circle.
- c. PROPERTY OWNER must execute and record a Storm Water Facilities Maintenance Agreement for the stormwater facilities on OUTLOT A, Buckley Corner Townhomes.
- d. The Declaration of Easements, Covenants, Conditions and Restrictions establishing responsibilities for joint maintenance of the stormwater facilities located on OUTLOT A, Buckley Corner Townhomes must be recorded with the Dakota County Recorder's Office

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT before any building permit will be issued.

9.) **CONSENT REQUIREMENTS.** PROPERTY OWNER agrees that the following elements within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS without first obtaining the following consents:

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

EXHIBIT F
SURETY CALCULATION FOR DEVELOPER IMPROVEMENTS

SURETY CALCULATION

1.) Site Grading, Drainage, and Erosion Control	<u>\$ 10,000</u>
2.) Utilities (sewer and water)	<u>\$ 11,800</u>
3.) Storm Water Facilities	<u>\$ 5,000</u>
4.) Buckley Circle Street Restoration	<u>\$ 10,000</u>
5.) Construction debris clean up	<u>\$ 5,000</u>
6.) Certified As-Built	<u>\$ 2,000</u>
SUBTOTAL	<u>\$ 43,800</u>
Multiplied by	<u>1.25</u>
SUBTOTAL FOR SURETY:	<u>\$ 54,750</u>

The SURETY shall be utilized and managed in accordance with the provisions of **Article 14**.

ENGINEERING ESCROW AMOUNT

PROPERTY OWNER shall deposit \$10,000 in cash with the City (hereafter “Engineering Escrow Amount”) contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for review and analysis by third party consultants hired by the City of the DEVELOPER IMPROVEMENTS and 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, DEVELOPER IMPROVEMENTS, and this Agreement and other associated City costs.

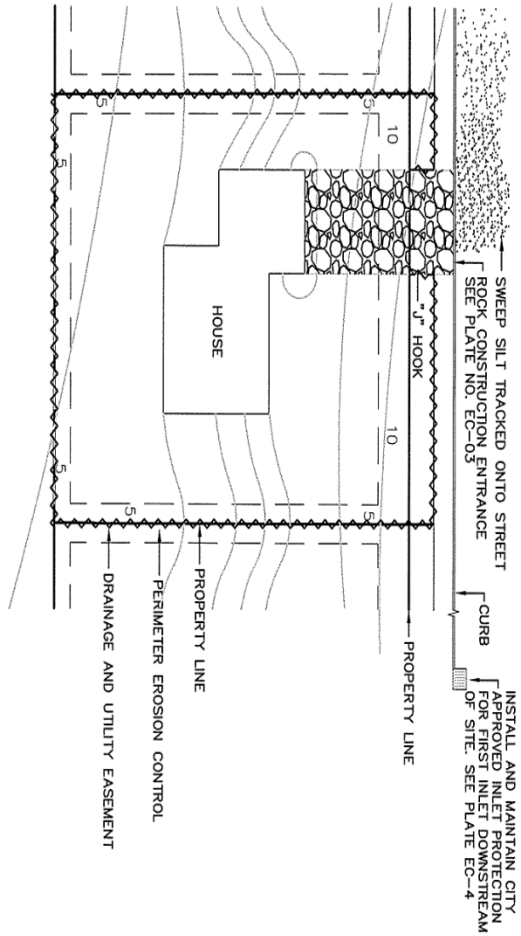
The Engineering Escrow Amount shall also be available to the City in the event the SURETY does not provide sufficient funds to pay for deficiencies and problems related to grading, drainage and erosion control, stormwater facilities, and landscaping on the Subject Property and failures, if any, of the PROPERTY OWNER to comply with maintenance obligations for stormwater facilities 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 the remaining balance of the Engineering Escrow Amount to the PROPERTY OWNER when all the following events have occurred:

- a.) Upon satisfactory completion of all DEVELOPER IMPROVEMENTS as determined by the DIRECTOR OF PWD;
- b.) All of the landscaping and vegetation has been established to the sole satisfaction of the City.

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

EXHIBIT G



- NOTES:
1. PERIMETER EROSION CONTROL IS REQUIRED. SOME ACCEPTABLE TYPES ARE SILT FENCE, TOPSOIL, BERMS, VEGETATED BUFFER STRIPS, FIBER LOGS, COMPOST BERMS, COMPOST LOGS, SHREDDED MULCH BERMS, AND ROCK BERMS.
 2. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)
 3. FOR CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
 4. FOR NON-CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED BY NO LATER THAN THE SAME DAY THE HOUSE FOUNDATION IS BACKFILLED.
 5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL ALL TURF IS ESTABLISHED.
 6. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
 7. SILT TRACKED ONTO THE STREET SHALL BE SWEEPED THE SAME DAY BY A WATER-BASED SWEEPER.
 8. ACCEPTED TEMPORARY EROSION CONTROL MEASURES FOR SOIL STABILIZATION ARE: MULCH (STRAW, SHREDDED WOOD, OR COMPOST), SPRAYED MULCH, HYDROMULCH, TACKIFIER, AND EROSION CONTROL BLANKET. TEMPORARY OR PERMANENT SEEDING MIXTURES CAN BE APPLIED WITH THE LISTED SOIL STABILIZATION MEASURES.
 9. IF APPLICABLE, THE CONTRACTOR SHALL FOLLOW THE NPDES TIMELINES FOR EROSION CONTROL.
 10. SLOPES 3:1 OR STEEPER SHALL HAVE TEMPORARY EROSION CONTROL MEASURES, SEEDING, OR SOD INSTALLED WITHIN 7 CALENDAR DAYS.
 11. FAILURE TO INSTALL OR MAINTAIN EROSION CONTROL WILL RESULT IN ISSUANCE OF AN "EROSION CONTROL CORRECTION NOTICE". FAILURE TO COMPLY WITH THE CORRECTION NOTICE MAY RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

 EROSION CONTROL FOR RESIDENTIAL LOTS	
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11 PLATE NO. EC-01

STORMWATER FACILITIES MAINTENANCE AGREEMENT
RELATING TO OUTLOT A, BUCKLEY CORNER TOWNHOMES
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this ____ day of _____, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and Project Comfort, LLC, a Minnesota limited liability company (hereafter referred to as “Landowner” and “Responsible Owner”).

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means Project Comfort, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 Responsible Owner. “Responsible Owner” means collectively the fee title owners of Lots 1, 2, and 3, Block 1, and Outlot A, BUCKLEY CORNER TOWNHOMES, and the successors and assigns of such fee title owners.

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

Any existing or proposed storm sewer and related storm water appurtenances lying within the Subject Property on Outlot A, BUCKLEY CORNER TOWNHOMES shown on **Exhibit C**.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means sheets C501, C701, C702, C704, and C801 prepared by Kent E. Brander dated 4-16-2024 and approved by the City Engineer on April 17, 2024.

The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit C**.

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

1.8 Stormwater Management Plan. Means the 4th Generation Stormwater Management Plan and current Inver Grove Heights City Code Title 9, Chapter 5 Storm Water Management design, water quality, rate control, and volume and control standards. The Low Impact Design (LID) standards for construction and maintenance Best Management Practices shall be in accordance with the current Dakota County LID standards and the Inver Grove Heights Northwest Area (NWA) Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Subject Property and is currently the Responsible Owner.

Recital No. 2. Landowner has requested that the City approve the Storm Water Facility Plan in connection with the development of the Subject Property in conformity to plans approved by the City.

Recital No. 3. The Landowner will construct the Storm Water Facilities on the Subject Property.

Recital No. 4. The City is willing to approve the Storm Water Facility Plan if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

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

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

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to issuance of a building permit for any structure on the Subject Property, Landowner shall construct and install the Storm Water Facilities on the Subject Property in accordance with the Storm Water Facility Plan at its sole expense at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Stormwater Facilities Plan and in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also ensure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Subject Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property not owned by the Responsible Owner. Each of the owners of any lot within the Subject Property shall be jointly and severally responsible, as the Responsible Owner for the purposes of this Agreement, for all of the obligations of the Responsible Owner under this Agreement, notwithstanding the fact that the Storm Water Facilities may not be located on the lot owned by the specific Responsible Owner.

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

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the Stormwater Management Plan; and
- c. The Standard of Maintenance shall comply with the Dakota County Soil and Water Conservation District Low Impact Standards, current version; and
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan, attached here to as **Exhibit D** and

- e. The Standard of Maintenance shall comply with the 2023 Watershed Management Plan for the Lower Mississippi River Watershed Management Organization; and
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) The Responsible Owner must comply with the Stormwater Management Plan, which outlines the requirements for the operations and maintenance of Long-Term Best Management Practices (BMP's) for storm water facilities. The Landowner has prepared and City has approved an Operations & Maintenance Plans to show how the Responsible Owner shall operate and maintain Long-Term Best Management Practices for the Storm Water Facilities being constructed on the Subject Property. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- g. Within thirty (30) days of completion of construction of the Stormwater facilities, the Landowner shall provide the City with the following:
 - i.) Contact information for all Responsible Owner(s);
 - ii.) As built plans of the Storm Water Facilities;
 - iii.) The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - iv.) The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

By December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner for the preceding year under the Operations & Maintenance Plan. The

annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit B**. The owner of Outlot A, BUCKLEY CORNER TOWNHOMES shall be responsible for ensuring that this annual report is submitted to the City each year.

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

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with the Standard of Maintenance within the cure period provided for in Section 3.4, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access across the Subject Property as necessary to access the areas where the Storm Water Facilities are located to inspect the Storm Water Facilities and to perform such work as is required for compliance with the Standard of Maintenance. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owners.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Subject Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance or repair 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 Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance or repair tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Subject Property. Responsible Owner further agree that any costs and expenses incurred by the City which are certified for payment or specially assessed against the Subject Property shall be apportioned equally against each lot that comprises the Subject Property.

3.7 Obligation for Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements or on a portion of the Subject Property not owned by that particular Responsible Owner.

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

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

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

ARTICLE 4

CITY'S COVENANTS

4.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and the Development Contract for the Subject Property, and complies with all other requirements of the Development Contract, the City will approve the Development Plans for the Subject Property identified in the Development Contract between the City and Landowner, subject to any required revisions by the City.

ARTICLE 5

MISCELLANEOUS

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Subject Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement. Notwithstanding the foregoing, in the event of any transfer or transfers of Landowner's interest in the Subject Property, the transferor shall be automatically relieved of any and all obligations on the part of Landowner under this Agreement accruing from and after the date of such transfer, and the transferee shall be deemed to have assumed all of such obligations.

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

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

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

5.5 Consent. Landowner and Responsible Owner consents to the recording of this Agreement.

5.6 Notice. Notice shall mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a

sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

IF TO CITY:

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

IF TO LANDOWNER OR
RESPONSIBLE OWNER:

Project Comfort, LLC
c/o Ilya Zubarev
17218 Finch Path
Farmington, MN 55024

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich and Rebecca Kiernan to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER AND
RESPONSIBLE OWNER:
PROJECT COMFORT, LLC**

By: Ilya Zubarev
Its: Managing Member

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Ilya Zubarev, to me personally known, who being by me duly sworn, did say that he is the Managing Member of Project Comfort, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Project Comfort, LLC by authority of the members of Project Comfort, LLC.

Notary Public

This Instrument Drafted by:

Bridget McCauley Nason, # 0347322
Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lots 1 through 3, Block 1, and Outlot A, BUCKLEY CORNER TOWNHOMES.

EXHIBIT B

ANNUAL INSPECTION FORM

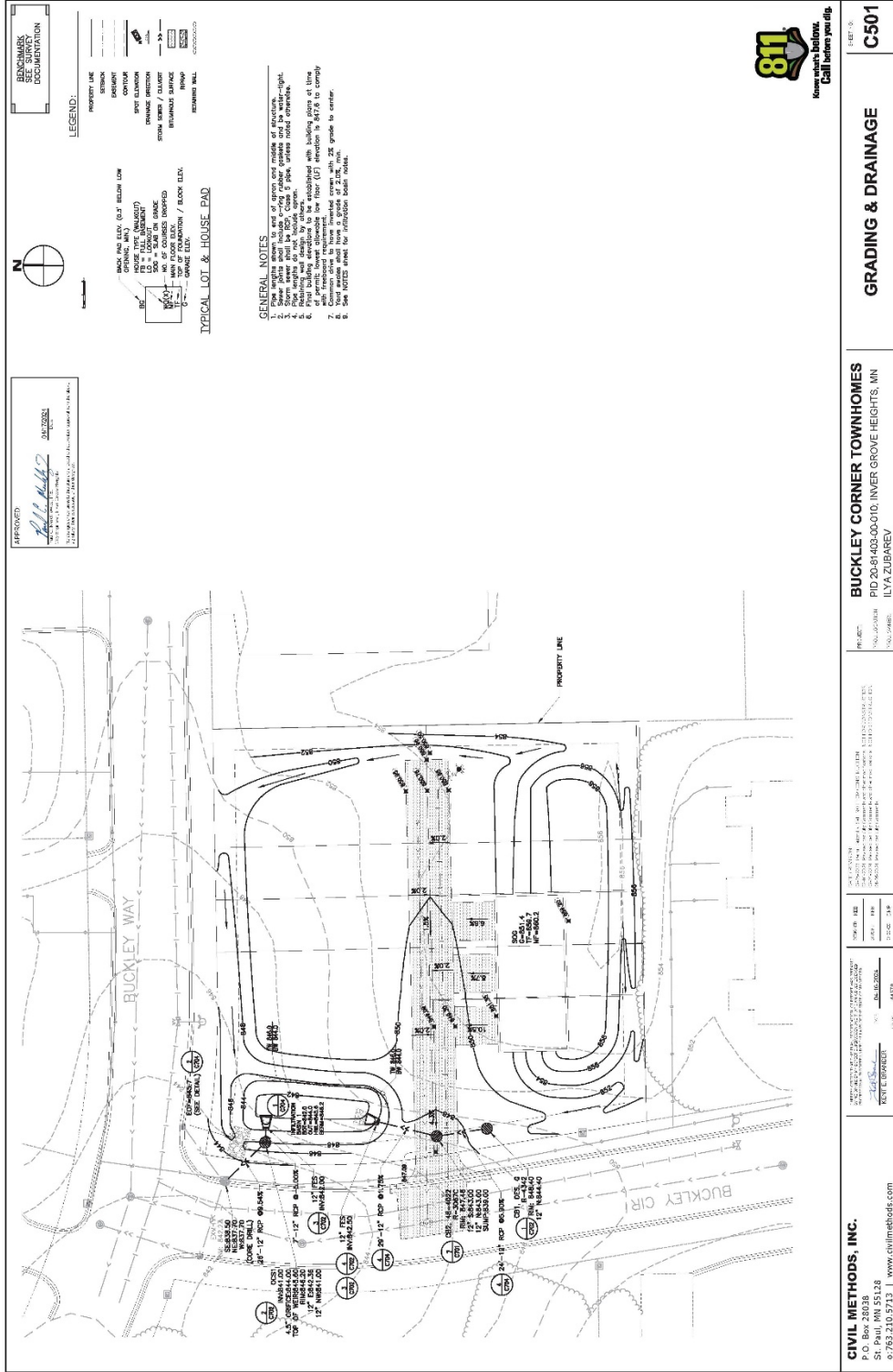
CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD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

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

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

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

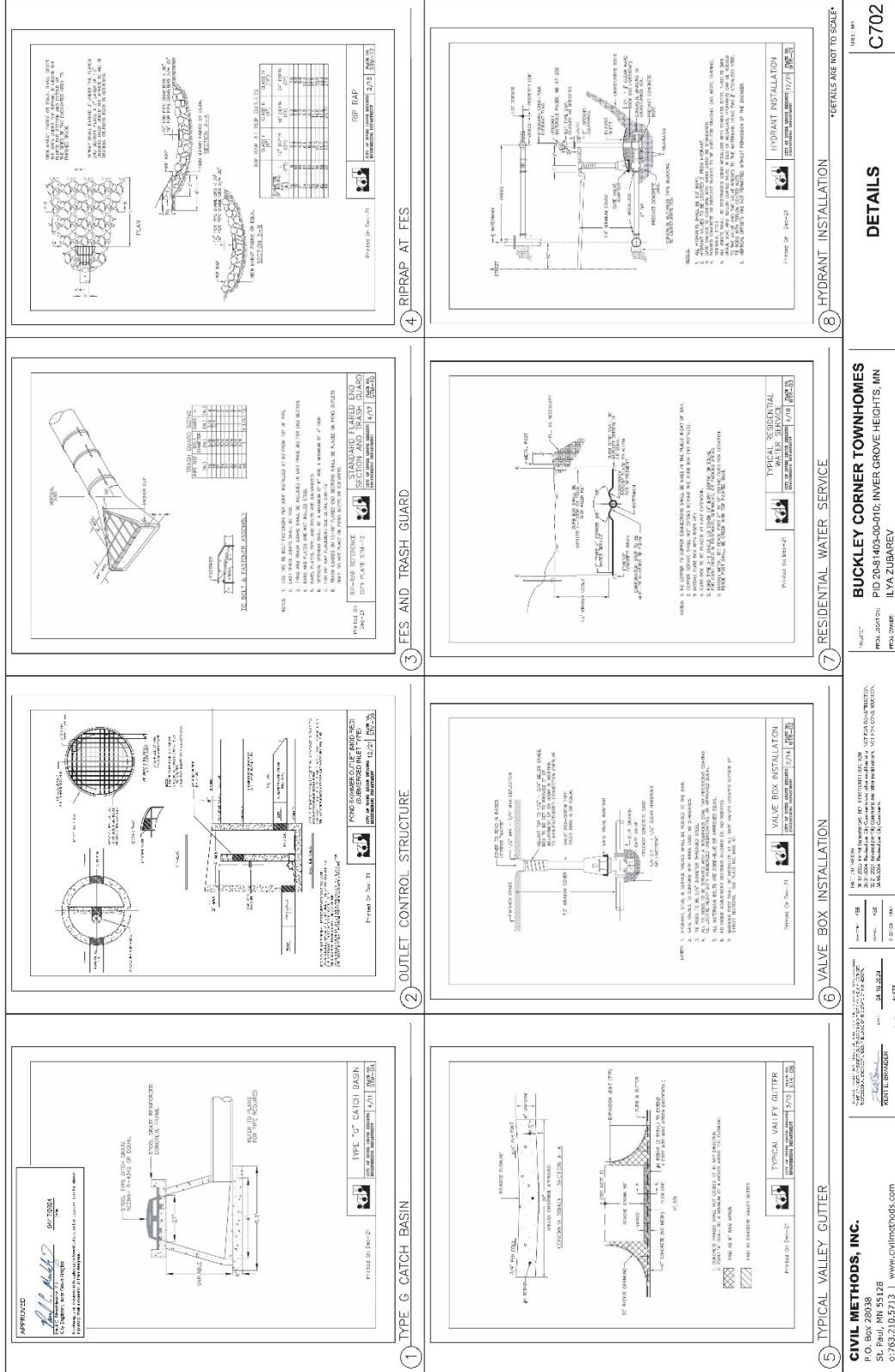
STORMWATER FACILITY PLAN

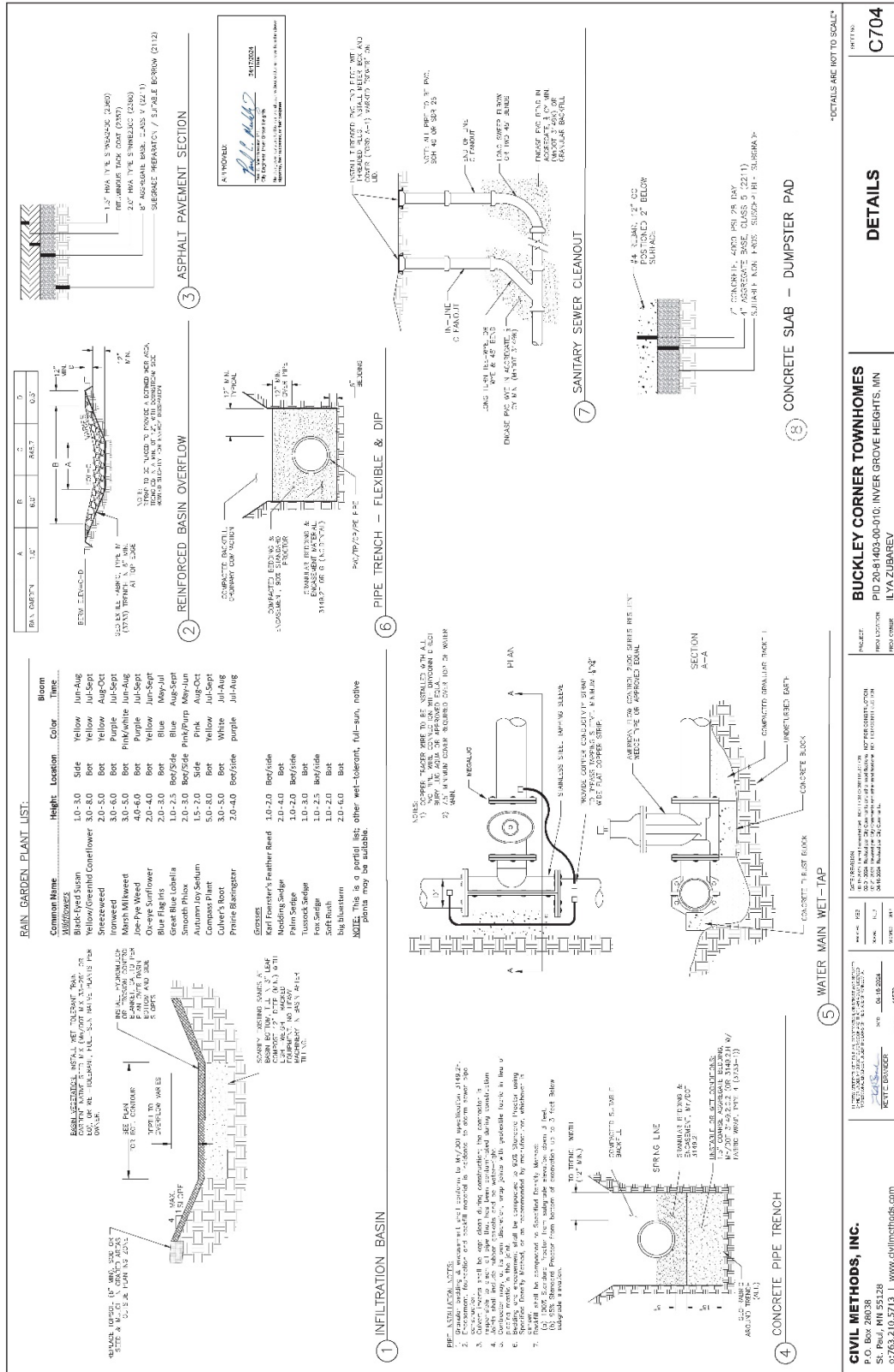


STORMWATER FACILITY PLAN

[illegible]

EXHIBIT C STORMWATER FACILITY PLAN





STORMWATER FACILITY PLAN

CONCRETE CURBING, WALKS & MISC. CONCRETE WORK:

1. All 330 N-306, All 330-1-02, Specifications and May/02, Specification section 2501.1 and 2531. All shall apply to ready-mix concrete. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
2. The concrete mix (2401) to be used shall be 2502 for 2501 & 2531. All shall apply to ready-mix concrete. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
3. Provide construction and expansion joints per May/02. 251.1. Construction joints shall be placed at even 10' intervals. Expansion joints shall be placed at even 10' intervals. Construction joints shall be placed at even 10' intervals. Expansion joints shall be placed at even 10' intervals.
4. Section 2501.1 and 2531 shall be provided a connection with existing concrete pad, as well as end of curb returns. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
5. New vertical tapering is necessary (height and width), taper shall be from curb height to zero height in no less than 2.00 feet. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
6. All surfaces shall be coated with white polymerized grout compound immediately after finishing a complete section. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
7. Testing shall be the responsibility of the Contractor, and performed by a certified independent lab as required by the Department of Transportation. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
8. One set of 3 cylinders taken for every 100 cu yd of concrete (one set per day minimum). The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
9. All testing and slump testing shall be completed with each deliver of top of pavement. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
10. Minimum 8" depth of C-1500 aggregate base shall be furnished under all. All work not less than 1 hour before final. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
11. Base course shall be moist, but not subjected during concrete placement. Apply water. All work not less than 1 hour before final. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
12. Schedule maintenance shall be used for possible future use (once concrete has obtained sufficient strength). The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
13. Contractor to install temporary barriers to keep for possible future use (once concrete has obtained sufficient strength). The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.
14. Contractor to install temporary barriers to keep for possible future use (once concrete has obtained sufficient strength). The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan. The concrete shall be placed in accordance with the approved concrete placement and curing plan.

HOT MIX ASPHALT PARKING LOT AND STREET

- [illegible]

SUBMITTALS:

1. Contractor shall submit all material data sheets and shop drawings with adequate time for review and approval prior to the start of work.
2. Pipe sealer shop drawings.
3. Rubber and leather materials.
4. Rubber and leather materials.
5. Grout/fabric specification sheets.
6. Enamel and sediment control materials.
7. Bituminous sealant.
8. Bituminous mix, asphalt content and aggregate gradation.
9. Bituminous sealant.
10. Compaction and other testing results, as required by LDU.

TRENCH EXCAVATION, BEDDING & BACKFILL:

- [illegible]

INSTALLATION OF PIPE & FITTINGS:

- [illegible]

STORM SEWER SYSTEM:

1. Pipe owner per May/00T 2503 and structural per May/00T 2506
2. RCP pipe shall be Class V unless noted otherwise.
3. RCP joints shall include o-ring gaskets and be water-tight.
4. Pipe elevations shall be set 0.5 feet below surrounding grade or flow line elevation.
5. An adequate coupling shall be used to connect to existing pipe with a water-tight connection.

SANITARY SEWER SYSTEM:

1. Safety cover shall be as per section 306, EN 12620-20 (concrete road building, concrete, jointed slabs which are supported on the inner side of the gutter) meeting to the last accepted meeting NEN 42-312, cover surface shall be finished with a minimum of 100 mm concrete.
2. Safety service channels shall be installed at a minimum grade of 2.000 (+) and 1.000 (-), any deviation shall be approved by the Engineer prior to installation.
3. Safety service channels shall be installed in accordance with the drawings and specifications.
4. When connecting to existing lines, Contractor shall verify location, orientation, type and size of existing material to be connected to.
5. means a proper connection. Necessary effort is different from plan.
6. Safety service channels shall be installed in accordance with the drawings and specifications.
7. An extra meter shall be used at the end of the pipe until the joint is completed.
8. Safety service channels shall be installed in accordance with the drawings and specifications.
9. Safety service channels shall be installed in accordance with the drawings and specifications.
10. Safety service channels shall be installed in accordance with the drawings and specifications.
11. Minimum spacing of service channels shall be 100'.
12. Safety service channels shall be installed in accordance with the drawings and specifications.
13. Safety service channels shall be installed in accordance with the drawings and specifications.
14. Safety service channels shall be installed in accordance with the drawings and specifications.
15. Safety service channels shall be installed in accordance with the drawings and specifications.

WATER DISTRIBUTION SYSTEM

- [illegible]

INFILTRATION BASIN NOTES:

- The infiltration area shall be soaked / tamped prior to construction to prevent excessive compaction throughout the construction. Minimize traffic to the area. The depth of the infiltration area shall be at least 6" below the bottom of the basin and shall not be exceeded to within less than 6" of final grade prior to street installation and seeding and mulching of contributing areas. Grade to final grade at time of planting. If engineered media being installed, can excavate to within 6" of final bottom of media slotted. Excavate infiltration basin to final grade with light-weight equipment or from outside the basin footprint to minimize compaction to extent practical. Plant native seed and hydromulch bottom and sideslopes of infiltration basin.

GENERAL NOTES:

- [illegible]

SITE GRADING & SUBGRADE PREPARATION

3. Set Extension Control Pins to appropriate logic state.
4. Utilization of Control Pins to improve system performance. The following grooves at the points between spot electrodes are used to improve system performance:
 - a. Grooves between the spot electrodes are used to improve the electrical isolation between the spot electrodes. It is not necessary between given plates; otherwise, the work determination is the responsibility of the operator.
 - b. Grooves between the spot electrodes are used to improve the electrical isolation between the spot electrodes. It is not necessary between given plates; otherwise, the work determination is the responsibility of the operator.
 - c. Grooves between the spot electrodes are used to improve the electrical isolation between the spot electrodes. It is not necessary between given plates; otherwise, the work determination is the responsibility of the operator.
5. The use of the Control Pins to improve system performance. The very active electrical and gas flow to the spot electrodes is used to improve the electrical isolation between the spot electrodes. It is not necessary between given plates; otherwise, the work determination is the responsibility of the operator.
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AGGREGATE BASE.

2. The 1997 DOT specification is intended to aggregate base construction, and shall be approved by Engineer prior to construction.
3. The depth and class of aggregate base to be constructed shall be as shown on the plans. Aggregate base construction shall take place only after the subgrade condition and grade has been examined by the Owner/Engineer. The Engineer shall determine the extent of the base to be constructed. The base shall be wetted and rolled to achieve maximum compaction of 100% Standard Proctor per MDOT 2311.
4. Grade of aggregate surface shall be verified by contractor with shots taken on no more than 20 ft intervals.
5. Contractor shall perform grading by driving a fully loaded tandem truck over the aggregate and areas that deflect

CIVIL METHODS, INC.

P.O. Box 28038
St. Paul, MN 55128
o:763.210.5713 | www.civilmethods.com

[illegible]

BUCKLEY CORNER TOWNHOMES

PID 20-81403-00
ILYA ZUBAREV

NOTES

C80-144-3

[illegible]

EXHIBIT D
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

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

TABLE 1.1 — MAINTENANCE ACTIVITIES

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



Request for Council Action

SUBJECT: Approval of Development Contract Amendment and Potholing Agreement

MEETING DATE: April 22, 2024
ITEM TYPE: Consent Agenda
CONTACT: Brian Connolly, Public Works Director, 651.450.2571
 Bridget Nason, City Attorney

ACTION REQUESTED

Approve resolution approving Amendment to Development Contract and Potholing Agreement.

BACKGROUND

In 2021, the City entered into a Development Contract for the Plat of Canvas at Inver Grove Heights with Canvas IGH Owner, LP. As part of that Development Contract, the Developer was required to install corporation stops with flare fittings; due to supply chain issues, ultimately both flare and compression fittings were used within the Development. The Project is close to completion, but has not yet been accepted by the City, in part because there have been several compression fitting leaks, the specific cause of which is undetermined. In order to address the City's concerns related to the leaking corporation stops, and allow both the eventual acceptance by the City of the Project, as well as allowing the release of certain Water Trunk Line and Sewer Trunk Line reimbursements to the Developer, both of which have been withheld by the City based on the Project not yet being completed, an amendment to the Development Contract has been prepared which will allow the release of those reimbursement amounts to the Developer, contingent upon the Developer completing certain potholing work detailed in the attached Potholing Agreement and financial security being provided to the City to ensure that should future leaks occur, the Developer or Contractor will cause the leak to be repaired, or if the City has to repair the leak, the City can recover its costs associated with those repairs. The Council is asked to approve the attached resolution approving the Development Contract Amendment and Potholing Agreement.

FISCAL IMPACT

n/a

RECOMMENDATION

Approve attached resolution approving the Development Contract Amendment and Potholing Agreement.

ATTACHMENTS

1. Resolution Approving Development Contract Amendment and Potholing Agreement
2. Amendment No. 1 to Development Contract
3. Potholing Agreement

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

RESOLUTION NO. _____

**RESOLUTION APPROVING AMENDMENT TO DEVELOPMENT CONTRACT FOR
PLAT OF CANVAS AT INVER GROVE HEIGHTS AND RELATED POTHOLING
AGREEMENT**

WHEREAS, the City and Canvas IGH Owner, LP (Developer), entered into a Development Contract for the Plat of Canvas at Inver Grove Heights in 2021; and

WHEREAS, following the discovery of several corporation stop leaks, the Developer and its contractor for the water service line/corporation stop work (Enebak) have completed certain work to further identify the corporation stops and confirm there are no additional leaks at this time, and after completion of that work the City and Developer now wish to enter into a potholing agreement and an amendment to the existing Development Contract to provide for an extended warranty period on the water service line corporation stops, and to facilitate the release of certain water and sewer credits that have been withheld by the City.

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

1. Amendment Number 1 to the Development Contract for Plat of Canvas At Inver Grove Heights and the Potholing Agreement are hereby approved, subject to modifications as approved by the City Attorney.
2. The Mayor and City Clerk are authorized to execute the attached Amendment Number 1 to the Development Contract and Potholing Agreement.
3. The Amendment shall be recorded with the Dakota County Recorder.

Passed this 22nd day of April, 2024.

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

AMENDMENT NO. 1
TO DEVELOPMENT CONTRACT FOR PLAT OF CANVAS AT INVER
GROVE HEIGHTS

THIS AMENDMENT NO. 1 TO DEVELOPMENT CONTRACT FOR PLAT OF CANVAS AT INVER GROVE HEIGHTS (Amendment No. 1) is made, entered into and effective this ____ day of _____, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”), and Canvas IGH Owner, LP, a Delaware limited partnership (hereafter referred to as “Developer”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the Parties herein contained, the Parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All terms defined in the Development Contract for Plat of Canvas at Inver Grove Heights shall have the meanings ascribed to them in the Development Contract for Plat of Canvas at Inver Grove Heights.
- 1.2 **City.** City means the City of Inver Grove Heights, a Minnesota municipal corporation.
- 1.3 **Corporation Stop Replacement Work.** Corporation Stop Replacement Work means all work necessary to identify and locate all corporation stop compression fittings on waterlines within the Plat, and replacement of the same with flare fittings.
- 1.4 **Corporation Stop Letter of Credit.** An irrevocable letter of credit in the amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) with an expiration date not earlier than April 23, 2029, issued by a financial institution and in a form acceptable to the City.
- 1.5 **Corporation Stop Warranty Bond.** The Corporation Stop Warranty Bond, as defined in Section 3.5 hereof.

- 1.6 **Developer.** Developer means IGH Owner, LP, a Delaware limited partnership and its successors and assigns.
- 1.7 **Development Contract for Plat of Canvas at Inver Grove Heights or Development Contract.** Development Contract for Plat of Canvas at Inver Grove Heights means that certain Development Contract for Plat of Canvas at Inver Grove Heights dated April 12, 2021, and recorded November 2, 2021, as Document No. 3502779 with the Dakota County Recorder.
- 1.8 **Parties.** Parties means the Developer and the City and their successors and assigns.
- 1.9 **Potholing Agreement.** That Potholing Agreement by and between the City and the Developer dated of even date herewith.
- 1.10 **Potholing Plan.** Potholing Plan means that Potholing Plan attached as Exhibit A to the Potholing Agreement.

ARTICLE 2 RECITALS

Recital No. 1. City and Developer, as defined in this Amendment No. 1, are the same entities respectively, as the City and Developer identified and defined in the Development Contract for the Plat of Canvas at Inver Grove Heights.

Recital No. 2. By this Amendment No. 1, the Parties desire to amend various provisions of the Development Contract.

Recital No. 3. Developer hereby warrants and represents that all Developer Warranties found in the Development Contract remain in full force and effect and that it has the right and authority to enter into this Amendment No. 1.

ARTICLE 3 **AMENDMENT**

3.1 **Water and Sewer Credit Payment Amendment.** The Parties agree that the Development Contract for the Plat of Canvas at Inver Grove Heights shall be amended as follows:

- 3.1.1 City and Developer agree that the requirements of the Potholing Agreement, including completion of all required potholing and Corporation Stop Replacement Work as required by that Agreement, have been completed with the exception of the requirement to provide the “as-built” plans described in Section 3.4 of the Potholing Agreement.
- 3.1.2 Developer and City acknowledge that the total credit amount to be released to the Developer pursuant to Exhibit E, Paragraph 11, of the Development Contract, Reimbursement for Water Trunk Line is

\$210,000, and that the City has previously paid \$54,993 of that to the Developer, leaving a remaining credit amount of \$155,007.00 to be refunded to the Developer (the “Water Trunk Line Reimbursement Amount”).

3.1.3 Developer and City acknowledge that the total credit amount to be paid to the Developer pursuant to Exhibit E, Paragraph 32, of the Development Contract, Reimbursement for Sewer Trunk Line is \$431,610.88, and that the City has previously paid \$129,448.00 of that to the Developer, leaving a remaining credit amount of \$302,162.88 to be refunded to the Developer (the “Sewer Trunk Line Reimbursement Amount”).

3.1.4 Developer and City acknowledge that Developer has previously paid the water plat connection fee amount set forth in Paragraph 7 of Exhibit E to the Development Contract, along with the sewer plat connection fee referenced in the last sentence of the first paragraph of Exhibit E, Paragraph 32 of the Development Contract, and, accordingly, no further amounts are due to the City with respect to the water plat connection fee and/or sewer plat connection fee.

3.1.5 Notwithstanding anything contained in the Development Contract to the contrary, the City shall release the Water Trunk Line Reimbursement Amount and the Sewer Trunk Line Reimbursement Amount to the Developer within ten (10) business days following the occurrence of all of the following:

- Execution of this Amendment No. 1 by all Parties; and
- Receipt by the City of the Corporation Stop Warranty Bond or Corporation Stop Letter of Credit.

3.2 Completion Deadline Extension. Exhibit C, Developer Improvements is hereby amended to change the completion date for the final wear course of bituminous for streets and streetlights from November 30, 2022 to August 1, 2024.

3.3 Existing Letter of Credit. Notwithstanding anything to the contrary in the Development Contract, the expiration date of the current letter of credit on file with the City as required by the Development Contract, or any replacement letter of credit, shall be extended to December 31, 2024 and proof of such extension shall be provided to the City within twenty (20) business days of execution by all Parties to this Amendment No. 1.

3.4 As-Built Requirements. Notwithstanding the language in Section 8.6 of the Development Contract related to the requirement for submission of “as built” drawings, Developer shall submit as built documentation for the location of corporation stop compression fittings as detailed in Section 3.4 of the Potholing Agreement as part of the required as-built drawings.

3.5 Corporation Stop Warranty Bond and Extended Warranty Required. In order to facilitate the City’s acceptance of Developer Improvements and to facilitate the release by the City of the Water Trunk Line Reimbursement Amount and the Sewer Trunk Line Reimbursement

Amount, Developer shall provide or shall cause a third party to provide to the City a surety in the form of either a Letter of Credit or a Corporation Stop Warranty Bond in the amount of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) in favor of the City in a form acceptable to the City. The Letter of Credit or Corporation Stop Warranty Bond shall ensure (i) completion of the work required by the Potholing Plan and (ii) shall provide that the City may draw upon the same to reimburse itself for any work required to be completed by the City or its contractors if there are any additional corporation stop leaks within five (5) years from the date that the City officially deems the Project complete, as such time period may be extended pursuant to Section 3.6 below. The surety shall clearly note that the City is the beneficiary of the surety provided.

3.6 Additional Development Contract Amendment. Exhibit E of the Development Contract is hereby amended to add Section 33 as follows:

**33.) EXTENDED WARRANTY FOR CORPORATION STOPS;
REPLACEMENT REQUIREMENTS.**

Notwithstanding anything to the contrary in this DEVELOPMENT CONTRACT, DEVELOPER agrees that the warranty period for the corporation stop compression fittings shall be for a period of five (5) years from the date of completion and acceptance by the City of the Project. DEVELOPER further agrees that if there are any corporation stop leaks during this initial five-year warranty period, the warranty period shall be extended for one additional year and the term of the Corporation Stop Warranty Bond or Corporation Stop Letter of Credit shall likewise be extended for a year. Developer further agrees that during the five-year warranty term, as it may be extended, if there are any corporation stop leaks, the same shall be immediately repaired by the DEVELOPER at DEVELOPER'S sole expense; failure of DEVELOPER to repair any corporation stop leak, and the continuance of such failure for a period of five (5) days after written notice from the CITY will be grounds for the CITY to complete the necessary repair work and draw on the Corporation Stop Warranty Bond or Corporation Stop Letter of Credit to reimburse the CITY for its costs associated with making such repairs, except that in the case of an emergency where repairs cannot wait five days to be made without endangering persons or property, the CITY shall first make a good faith effort to contact DEVELOPER to provide DEVELOPER with the opportunity to make the necessary repairs, and if DEVELOPER cannot be reached or does not make the necessary repairs within the timeframe required by the CITY, the CITY may complete the necessary repair work and draw on the Corporation Stop Warranty Bond or Corporation Stop Letter of Credit to reimburse the CITY for its costs associated with making such repairs

The term of the Corporation Stop Warranty Bond or Corporation Stop Letter of Credit shall be extended for a period of one year upon any corporation stop leak, and an additional year for each and every additional corporation

stop leak thereafter. If, during the term of the Corporation Stop Warranty Bond or Corporation Letter of Credit, a total of five (5) or more corporation stop leaks occur, DEVELOPER and CITY agree that DEVELOPER shall engage in the additional Corporation Stop Replacement Work as detailed below:

1. Within thirty (30) days from the date of the fifth leak, DEVELOPER, at its sole cost, shall take such action as is necessary to identify the location of all compression fittings within the Plat.
2. Within sixty (60) days from the date of the fifth leak, DEVELOPER, at its sole cost, shall cause all compression fittings to be removed and replaced with flare fittings.
3. If DEVELOPER fails to take these actions, and if such failure continues for a period of fifteen (15) days after written notice from the CITY, the CITY may take such action as may be necessary to complete the Corporation Stop Replacement Work, the costs of which shall be the sole responsibility of DEVELOPER, and if not paid by the DEVELOPER, the CITY may draw on the Corporation Stop Warranty Bond or Corporation Stop Letter of Credit to reimburse itself for the necessary Corporation Stop Work.

3.7 Continuing Effect. Except as amended by herein, all the other terms, provisions and conditions contained in the Development Contract shall remain in full force and effect and are not modified except as specifically amended herein.

ARTICLE 4 **MISCELLANEOUS**

4.1 Binding Agreement. The Parties mutually recognize and agree that all terms and conditions of this recordable Amendment shall run with the property within the Plat and shall be binding upon the Parties and the successors and assigns of the Parties.

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

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

4.4 Indemnification. Developer shall indemnify, defend and hold City harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without

limitation, reasonable attorneys' fees) to the extent arising out of or relating to the completion of the Potholing Plan.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, City and Developer have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich 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

CANVAS IGH OWNER, LP a
Delaware Limited Partnership

By: _____
 Freddy Ellis
 Its: President

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2024 before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware Limited Liability Company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware Limited Liability Company.

Notary Public

This Instrument Was Drafted By:

Bridget Nason, # 0347322
Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9310

After Recording Return This Instrument To:

Bridget Nason, # 0347322
Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9310

POTHOLING AGREEMENT

THIS POTHOLING AGREEMENT (Agreement) is made, entered into and effective this _____ day of _____, 2024, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City), and Canvas IGH Owner, LP, a Delaware limited partnership (hereafter referred to as Developer). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the Parties herein contained, the Parties do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

- 1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.
- 1.2 **City.** City means the City of Inver Grove Heights, a Minnesota municipal corporation.
- 1.3 **Corporation Stop Replacement Work.** Corporation Stop Replacement Work means all work necessary to identify and locate all corporation stop compression fittings on waterlines within the Plat, and replacement of the same with flare fittings, if found to be a Defective Corporation Stop.
- 1.4 **Defective Corporation Stop.** Any corporation stop found to be leaking or not installed in accordance with the City-approved plans, specifications, and details as referenced in the Development Contract.
- 1.5 **Developer.** Developer means IGH Owner, LP, a Delaware limited partnership and its successors and assigns.
- 1.6 **Development Contract for Plat of Canvas at Inver Grove Heights or Development Contract.** Development Contract for Plat of Canvas at Inver Grove Heights or Development Contract means that certain Development Contract for Plat of Canvas at Inver Grove Heights dated April 12, 2021, and recorded November 2, 2021, as Document No. 3502779 with the Dakota County Recorder.
- 1.7 **Enebak.** Enebak shall mean Enebak Construction Company, a Minnesota Corporation.

- 1.8 **First Amendment to Development Contract.** That certain Amendment No. 1 to Development Contract for Plat of Canvas at Inver Grove Heights of even date herewith entered into by and between the Developer and the City.
- 1.9 **Potholing.** Potholing means the process of excavating the earth around the corporation stop, watermain, and service connection to a width and depth that the full corporation stop is visible and can be documented as a compression fitting or flare fitting.
- 1.10 **Potholing Plan.** Potholing Plan means the Potholing Plan attached hereto as Exhibit A.
- 1.11 **Plat.** Plat means the Plat of Canvas at Inver Grove Heights.

ARTICLE 2 RECITALS

Recital No. 1. City and Developer are the same entities respectively, as the City and Developer identified and defined in the Development Contract for the Plat of Canvas at Inver Grove Heights.

Recital No. 2. Pursuant to that Development Contract, Developer is responsible for the construction and installation of water service line connections, including corporation stops, to the City watermain for the single-family residences located within the Plat of Canvas at Inver Grove Heights.

Recital No. 3. Enebak is the contractor hired by Developer to install the corporation stops within the Plat. Enebak contracted directly with Developer to install the corporation stops. Enebak is not in a contractual relationship with the City with respect to installation of the corporation stops.

Recital No. 4. Corporation stops were installed at each service line connection to the City watermain. Installed corporation stops were either flare fittings or compression fittings. Several corporation stop leaks have occurred since 2022 involving compressing fittings. Neither Developer nor Enebak have a record of which service lines located within the Plat of Canvas at Inver Grove Heights have compression fittings and which service lines have flare fittings.

Recital No. 5. Absent such records, the only way to positively identify what type of corporation stop was installed is to visually inspect the corporation stop, which can be accomplished by Potholing around the connection which will provide the City and Developer the ability to visually identify the type of corporation stop installed (flare fitting or compression fitting), confirm if the corporation stop was installed to specification, particularly with respect to the requirement for a “goose neck” installation of the service line at the watermain connection,

and confirm that there is not currently a leak or other damage to the corporation stop that requires repair, or that any other condition exists that would make the corporation stop a Defective Corporation Stop.

Recital No. 6. City and Developer have agreed to have Developer undertake a plan to pothole certain of the existing service line connections to the public water main, as set forth in the Potholing Plan.

ARTICLE 3 **AGREEMENT**

3.1 Approved Potholing Plan. The Parties hereby approve the Potholing Plan attached hereto as **Exhibit A**.

3.2 Completion of Potholing. Developer and City agree that the Potholing required by this Agreement and the Potholing Plan has been duly completed and is approved by the City.

3.3 Potholing Process. The Potholing was performed by Enebak with a representative of the City present at all times. The Potholing began with the parcels designated in orange on the Potholing Plan and proceeded in the direction as specified. Once two consecutive flare fitting connections are identified, no further potholing was performed or required on that street. Once two consecutive flare fittings were found on each street block, then potholing proceeded down the adjacent street block as detailed in the Potholing Plan. Based on the results of the Potholing, no additional potholing, and no additional Corporation Stop Replacement Work shall be required at this time, subject, as to any water service connection leaks hereinafter discovered, to the City's rights and remedies set forth in the Development Contract, as amended by the First Amendment to Development Contract.

3.4 Additional Documentation of Location and Type of Corporation Stop. On or before May 15, 2024, Developer shall provide to the City "as built" drawings and a map of the water service connections as observed and projected from the Potholing in CAD form, which shall also include an Excel table (tabulation) listing the location and type of the water service connection fittings (flare or compression) and whether that fitting has been identified by potholing or prior replacement; if the type of fitting is unknown, the table shall identify that the fitting type is unknown and shall state what type of fitting Developer believes was installed based on the number of flare and compression fittings previously identified through the potholing process. The above shall satisfy the requirements of the Development Contract for "as-builts" to be provided to the City for the water service connections; however, Developer shall still be required to provide the City with as-builts for the remainder of the Project as required by the Development Contract.

3.5 Cost and Completion of Potholing. Potholing, Corporation Stop Replacement Work, and restoration of the area subject to Potholing shall be completed by and at the sole cost of Developer. City shall not be responsible for any of the costs associated with implementing the Potholing Plan and any required Corporation Stop Replacement Work.

ARTICLE 4
MISCELLANEOUS

4.1 Binding Agreement. The Parties mutually recognize and agree that all terms and conditions of this recordable Amendment shall run with the property within the Plat and shall be binding upon the Parties and the successors and assigns of the Parties.

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

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

4.4 Indemnification. Developer shall indemnify, defend and hold City harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to the completion of the Potholing Plan by Developer or its contractor.

The remainder of this page has been intentionally left blank

IN WITNESS WHEREOF, City and Developer have executed this Amendment on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich
Its: Mayor

ATTEST:

Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2024, before me a Notary Public within and for said County, personally appeared Brenda Dietrich 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

CANVAS IGH OWNER, LP a
Delaware Limited Partnership

By: _____
 Freddy Ellis
 Its: President

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of _____, 2024 before me a Notary Public within and for said County, personally appeared Freddy Ellis, to me personally known, who being by me duly sworn, did say that he is the President of Canvas IGH Owner, GP, LLC, a Delaware Limited Liability Company, the general partner of CANVAS IGH OWNER, LP, a Delaware limited liability company, and that the foregoing instrument was executed on behalf of CANVAS IGH OWNER, LP by authority of its general partner Canvas IGH Owner, GP, LP, a Delaware Limited Liability Company.

Bridget Nason, # 0347322
Kennedy & Graven, Chartered
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9310



Request for Council Action

SUBJECT: **Massage Business and Therapist License Renewals**

MEETING DATE: April 22, 2024

ITEM TYPE: Public Hearing

CONTACT: Katie Malott, Deputy City Clerk, 651.450.2470

ACTION REQUESTED

The Council is asked to hold a public hearing and then consider approval of license renewals for the massage businesses and massage therapists listed below.

BACKGROUND

The City currently has 11 licensed massage businesses and 19 licensed massage therapists. Each renewal application was accompanied by the necessary license fees and liability insurance certificates. All background investigations were completed by the Police Department with no basis found for denial of the renewals.

The licenses are as follows:

Massage Business

Salon Fusion
Oye Spa
Heaven Sent Healing Massage and Wellness Center
Mystic Moon Wellness
Enhance MD Body & Skin Clinic
Inver Grove Chiropractic
Back to Center
Onalos Massage
The Oasis Massage Center
Massage by Mary
Massage by LaRae

Business Address

3105 65th St E Suite 300
7741 Amana Trl
5874 Blackshire Path
1870 50th St E
5565 Blaine Ave Suite 250
2940 65th St E
1870 50th St E Suite #5
2898 Upper 55th St E
1870 50th St E Suite #2
2898 Upper 55th St
7148 Ballard Trail

Massage Therapist

Pauline Johanik
Enrique Solano
Lucero Ezekiel
Frances Diaz Mayer
Jennifer Lynn Swenson

Doing Business As:

Onalos Massage
Onalos Massage
Oye Spa
Oye Spa
Heaven Sent Healing Massage and Wellness Center
Massage by Mary
Massage by LaRae
Healing Arts Massage

Mary Lambert
LaRae DuFresne
Jangyeong Moo

Guifang Jiang
Delaina Hinrichs
Roger Hinrichs
Georgia Kruse
Jeanne Fox
John Halloran
Kevin Miner
Beth Henning
Jessica Taylor Knox
Jean Helfman
Helen Castillo-Delgado

Healing Arts Massage
Mystic Moon Wellness
Mystic Moon Wellness
Salon Fusion
Salon Fusion
Salon Fusion
Salon Fusion
Inver Grove Chiropractic
Inver Grove Chiropractic
The Oasis Massage Center
Enhance MD Body and Skin

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends that the Council conduct a public hearing and then approve the massage business and massage therapist license renewals listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Application for New Tobacco Sales License**

MEETING DATE: April 22, 2024

ITEM TYPE: Public Hearing

CONTACT: Rebecca Kiernan, City Clerk, 651.450.2513

ACTION REQUESTED

The Council is asked to conduct a public hearing and consider approval of an application for a new tobacco sales license.

BACKGROUND

The City has received an application from the following new business seeking a tobacco sales license:

Doing Business As:

IGH Smokes Plus

Business Address:

9090 Buchanan Trail

The license application submitted by the above-listed business has been reviewed by staff and found to be complete and qualified.

FISCAL IMPACT

N/A

RECOMMENDATION

Staff recommends holding a public hearing and then approving the tobacco sales license listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: Rental Housing Licenses**MEETING DATE:** April 22, 2024**ITEM TYPE:** Regular Business**CONTACT:** Mary Lein, Assistant to the Chief Building Official, 651-450-2552

ACTION REQUESTED

The Council is asked to consider approval of rental housing licenses.

BACKGROUND

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

The following rental license applications have been submitted:

RENTAL ADDRESS	PROPERTY OWNER	PROPERTY MANAGER
6967 Archer Pl	Joseph Winnigar Fairfax, VA	Briana Asleson Minneapolis, MN
8819 Branson Dr	Housing Hub LLC Melrose, MN	August Horstman Burnsville, MN
7190 Dawn Ave	Tyler Gross & Jacquelyn Johnson Lakeville, MN	Tyler Gross Lakeville, MN
8788 Brunell Way	Coatings Associates LLC Naples, FL	Thomas Schaefer Eagan, MN
9925 Alaureate Ct	Charlene Gubash Inver Grove Heights, MN	Briana Asleson Minneapolis, MN
9629 Rich Valley Blvd	Mohamad Muslemamy & Charlene Gubash Inver Grove Heights, MN	Briana Asleson Minneapolis, MN
4867 Boatman Ln	Daniel Garret Woodbury, MN	Daniel Garret Woodbury, MN

6982 Archer CT	Dheeraj Nehemiah Erikipaty Lakeville, MN	Dheeraj & Nehemiah Erikipaty Lakeville, MN
7408 Brady Path	Jamie Martinez-Hoffman Taos, NM	Christopher Mauzy Lakeville, MN
6494 Bonner Ct N	Yan Hao Little Canada, MN	Ray Gee Little Canada, MN
6435 Dawn Way	Max Investment Group LLC Burnsville, MN	Todd Foster Burnsville, MN
4875 Bryce	Larry Groppoli Stillwater, MN	Larry Groppoli Stillwater, MN
8213 Cloman Ave	Matthew & Amara Olson Punta Gorda, FL	Christopher Olson North St Paul, MN
6802 Craig Ct	Robert Dahl Inver Grove Heights, MN	Robert Dahl Inver Grove Heights, MN
3484 Cloman Way	Kyle & Melissa Corniea Eagan, MN	Kyle Corniea Eagan, MN
3291 Cloman Way	Waterview Rentals LLC Hampton, MN	Daniel Poch Hampton, MN
4880 Bivens Ct	Peggy Lovejoy & Daniel Kind Onalaska, WI	Peggy Lovejoy Onalaska, WI
6239 Concord Blvd	Jake & Scott Properties LLC Hastings, MN	Jacob Bocht Hastings, MN
1181 80th ST E	Sure Lock Holdings II LLC Inver Grove Heights, MN	Bruce Noe Inver Grove Heights, MN
8851 Broderick Blvd	Monument Ridge LLC Walnut Creek, CA	Benjamin Jordan Inver Grove Heights, MN
7910, 7912, 7914 & 7916 Barbara Ave	Clyde Reynolds Inver Grove Heights, MN	Clyde Reynolds Inver Grove Heights, MN
4836, 4838, 4840 & 4842 Barbara Ave	Barbara Realty LLC Minnetonka, MN	Bakhtiyor Ibrogimov Minnetonka, MN

The above applications have been found to be complete. The applications include the necessary fee payments, and BCA background checks. The City of Inver Grove Heights Police Chief/Designee has also reviewed and approved the license applications.

FISCAL IMPACT

None

RECOMMENDATION

Community Development and Police Department staff recommend approval of the licenses listed above.

ATTACHMENTS

None



Request for Council Action

SUBJECT: **Resolution Approving Therapy Dog Services Agreement for Police Department**

MEETING DATE: April 22, 2024

ITEM TYPE: Regular Business

CONTACT: Melissa Chiodo, Police Chief, 651.450.2526

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving a Therapy Animal Services Agreement between the City of Inver Grove Heights and the individual handler.

BACKGROUND

The capacity to prepare for and recover from stress and adversity is essential for law enforcement personnel. Among the various strategies available to help agencies enhance officer and staff resilience are those that embrace the presence of dogs. Dogs have been shown to lower an individual's heart rate and blood pressure levels and there are studies that show interactions between humans and dogs help alleviate Post Traumatic Stress Disorder (PTSD).

In recent years, agencies have been incorporating therapy dogs to provide comfort and joy to those who need it. The IGH Police Department experienced this first hand in 2023 during the hours and days following the death of one of our officers, Ben Bidon. Based on that experience and others, the Department would like to have a therapy dog available on an ongoing basis as one more way to support employee wellness.

Sergeant Ryan Prail and his dog Asher have gone through training and received accreditation as a working service dog and handler. The department had been working on incorporating a therapy dog into the police department during the last 18 months and recognize this opportunity to utilize Sgt. Prail and his dog Asher for one year to evaluate whether having this program becomes a long-term program.

FISCAL IMPACT

The fiscal impact of this program would be a stipend of \$150 a month for a portion of the food, veterinary services, grooming and related costs incurred by the handler. This expense can be accommodated within the Police Department's adopted 2024 budget.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ATTACHMENTS

1. Resolution
2. Agreement with City and Handler

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

RESOLUTION NO. _____

**RESOLUTION APPROVING THERAPY ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF
INVER GROVE HEIGHTS AND RYAN PRAIL (THE HANDLER)**

WHEREAS, The Handler is a City employee who works fulltime in the City's Police Department; and

WHEREAS, the Handler owns a trained therapy dog named Asher (the "Dog"), and has proposed bringing the Dog to work to provide therapeutic support services to City employees and third parties in conjunction with police responses to service calls and attendance at community events; and

WHEREAS, the City and the Handler desire to enter into the Agreement to detail their respective roles and responsibilities related to the Dog and services provided thereby.

NOW, THEREFORE, BE IT RESOLVED by the City of Inver Grove Heights City Council, that the City does hereby approve the Therapy Animal Services Agreement between the City and the Handler Ryan Prail.

Passed this 22nd day of April 2024

Brenda Dietrich, Mayor

Attest:

Rebecca Kiernan, City Clerk

THERAPY ANIMAL SERVICES AGREEMENT

This Therapy Animal Services Agreement (the “Agreement”) is made this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Inver Grove Heights, Minnesota (the “City”), a Minnesota municipal corporation, and _____, an individual (the “Handler”).

RECITALS

WHEREAS, the Handler is a City employee who works fulltime in the City’s Police Department (the “Department”); and

WHEREAS, the Handler owns a trained therapy dog named _____ (the “Dog”), and has proposed bringing the Dog to work to provide therapeutic support services to City employees and third parties in conjunction with police responses to service calls and attendance at community events; and

WHEREAS, the City and the Handler desire to enter into the Agreement to detail their respective roles and responsibilities related to the Dog and the services provided thereby.

AGREEMENT

1. Term. This Agreement shall be in full force and effect from the Effective Date until terminated by the City or the Handler as provided in Sections 6 and 7 of this Agreement.

2. Representations and Warranties.

- a. The Handler and the Dog are both trained in providing therapeutic animal services.
- b. The Dog is not intended to be and is not classified as a service animal under 28 C.F.R. § 35.136, and this Agreement does not relate to a request by the Handler to be accompanied by a service animal to accommodate a disability.
- c. The Handler assumes full responsibility for the Dog’s care, control, behavior, and appropriate interactions with people, property and other animals. The Handler will ensure the Dog does not pose a health or safety risk to City staff or other people or animals.
- d. The Handler shall be responsible for any and all damage to property, and any injuries to individuals caused by the Dog.

3. Service Conditions.

- a. The Chief of Police of the Department (the “Chief of Police”) and the Handler shall agree on the conditions of the Dog’s service, including, but not limited to:
 - i. Appropriate days and hours (“Working Hours”) for the Dog to be in the Department’s Office, located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077 (the “Office”);
 - ii. Appropriate police calls, if any, on which the Dog may accompany the Handler;
 - iii. Appropriate location in the Office for the Dog’s personal items; and

- iv. Areas of the Office that are “off-limits” to the Dog.

These conditions may be modified from time to time by either party with no notice.

b. The Handler shall have the Dog on a leash or under voice control at all times during Working Hours, unless the Dog is crated.

c. The Handler shall be responsible for and clean up all mess caused by the Dog during Working Hours.

4. Compensation. The City shall reimburse Handler for a portion of the cost of food, veterinary services, grooming, and related costs incurred by Handler in the amount of \$150/month.

5. Dog Requirements. The following requirements must be satisfied before the Dog will be allowed to accompany the Handler to work. All documentation will be given to the Chief of Police for final approval. In addition to meeting the below requirements, final approval will be subject to a review of the proposed purpose and benefits of the Dog.

a. Registration. The handler will submit proof of registration of the Dog as a therapy dog. Registration may be from such organizations approved by the Chief of Police. Organizations considered must require an evaluation of the Dog and the Handler prior to registration.

b. Vaccination. The Handler shall submit proof from a licensed veterinarian that the Dog is in good health and has been immunized against diseases common to dogs. The Dog must be pest and parasite-free. Proof of vaccination and wellness will be provided by the Handler to the Chief of Police. Updated vaccinations will be provided as appropriate.

c. Identification. The Handler will ensure that appropriate collars, leashes or harnesses will be worn by the Dog at all times during Working Hours.

d. Insurance. Proof of general liability insurance for the Dog in the amount of at least \$1,300,000.00 must be provided to the City on or before the Effective Date of this Agreement. By signing this Agreement, the Handler represents that such coverage is in place, and will be maintained throughout the term of this Agreement.

6. Exclusion or Removal from the Office. The Handler will be asked to remove the Dog from the Office and terminate this Agreement if the Chief of Police determines that: (1) The Handler does not have control of the Dog; (2) The Dog is not housebroken; (3) The Dog presents a direct and immediate threat to others in the office; or (4) The Dog significantly interferes with the work of the Department or the City. If asked by the Chief of Police, the Handler will remove the Dog from the Office immediately.

7. Termination of Agreement. Notwithstanding any other provision herein to the contrary, either party may terminate this Agreement at any time at its option, for any reason or no reason at all.

8. Indemnification. The Handler releases from and covenants and agrees that the City and its governing bodies’ members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (for purposes of this Section, collectively the “Indemnified Parties”) shall not be liable for and agrees to defend, indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring on account of, or in connection with, the Dog.

9. General Provisions.

a. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

b. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

c. Provisions Surviving Rescission, Expiration or Termination. Paragraph 8 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

d. Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Handler's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

By: _____
Rebecca Kiernan, City Administrator

HANDLER

By: _____
_____, Handler



Request for Council Action

SUBJECT: **Third Reading of Ordinance Establishing a Four-Year Term for the Office of Mayor**

MEETING DATE: April 22, 2024

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to consider the third and final reading of the attached Ordinance, which changes the term of office for the position of Mayor from two to four years, beginning with the individual elected at the November 2024 election and taking office in January of 2025.

BACKGROUND

The City of Inver Grove Heights is a statutory city under Minnesota law, and therefore has the ability to establish either a two or a four-year term for the office of Mayor. Inver Grove Heights currently has a two-year term for Mayor, while each City Councilor serves a four-year term. Staff was recently directed to prepare an ordinance that would change the mayoral term to four years and bring it forward for Council discussion and consideration.

The Council approved the first reading of the ordinance at its February 26 meeting and second reading at its March 18 meeting. No changes have been made to the proposed ordinance since that time.

Council directed staff to carry out a public information plan to let residents know of the proposed change and provide to share opinions and feedback. As such, the proposal has been shared on the City's website and social media accounts and through email blasts to subscribers, with directions to share feedback through attendance at the March 18 or April 22 Council meetings or by emailing the City Clerk's office. As of Wednesday, April 16, the City had received a total of 65 emails or online comments, with 43 reflecting support for the proposed change to a four-year term and 12 in favor of maintaining a two-year term. A compilation of the email and online feedback received since the second reading is attached for Council's information. Feedback received prior to the second reading was conveyed to the Council in the March 18 Council packet.

Also, attached is a list of cities in Minnesota with a population of 10,000 or more and the current length of their mayoral term. This list was obtained from the League of MN Cities and reflects what cities have self-reported.

Of the 106 cities with a population of 10,000 or more, 79 have a four-year term for mayor and 27 currently have a two-year term. If the list is narrowed to the 60 cities with a population of 20,000 or more, there are 50 with a four-year mayoral term and 10 with a two-year term. On either version of the list, Inver Grove Heights is the largest city to have a two-year term.

For cities within Dakota County, the current mayoral terms are as follows:

4-year Term	2-year Term
Apple Valley Burnsville Eagan Farmington Hastings Lakeville Rosemount South St. Paul	Inver Grove Heights Mendota Heights West St. Paul

If the Council desires to make this change to City Code and have the person elected Mayor at the upcoming November 5, 2024 election serve a four-year term, then the ordinance would need to be adopted and effective at least four weeks prior to the close of the filing period for the office of mayor. The 2024 filing period for all city offices up for election this November runs from May 21 to June 4, 2024. Therefore, adoption of the third and final reading would need to take place at this meeting.

FISCAL IMPACT

None.

RECOMMENDATION

ATTACHMENTS

1. Ordinance Establishing 4-Year Term for Office of Mayor (3rd Reading - April 22, 2024)
2. Compiled Resident Feedback on Proposed Change to Mayoral Term (prior to 2nd reading)
3. Mayoral Term - Additional Feedback Compiled (3.18.24 - 4.16.24)
4. Mayoral Term - Additional Feedback Compiled (4.17.24 - 4.22.24)
5. Mayoral Term - 2 or 4 years - Vote Tracking (4.22.2024)
6. Mayoral Terms from LMC (Jan 2024)

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
TITLE 1, CHAPTER 7, SECTION 2; ELECTED OFFICIALS; TIME AND TERM**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Title 1, Chapter 7, Section 2 of the Inver Grove Heights City Code is hereby amended as follows. The ~~struck-out text~~ shows the deleted wording and the underlined text shows the language added to the code:

1-7-2: ELECTED OFFICIALS; TIME AND TERM:

- A. The following officers shall be elected for the terms and in the years shown in the following table:

Officer	Year Elected	Subsequent Election	Next Subsequent Election	Subsequent Terms
Mayor	<u>2022</u> 1985	<u>2024</u> 1988	<u>2028</u> 1990	<u>4</u> 2 years
Council member	1983	1988	1992	4 years
Council member	1983	1988	1992	4 years
Council member	1985	1990	1994	4 years
Council member	1985	1990	1994	4 years

~~B. From the date of next subsequent elections specified in subsection A of this section, officers shall be elected at regular intervals for the terms specified in said subsection A.~~

- B~~C~~. New terms shall begin and each old term shall expire on the first Monday of January in the year following the election of the officer.

- C~~D~~. Elections shall be held on the first Tuesday after the first Monday of November in each even numbered year after 1987.

Section Two. Effective Date. This Ordinance shall be in full force and effect following 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 _____, 2024.

CITY OF INVER GROVE HEIGHTS

By: _____
Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Mayoral Term - Resident Feedback Summary

Name	4-Year	2-Year	Notes
Georgann Dean	1		
Dolphy family		1	
Mark Sampson		1	Has a question in his email
Sheri Yourczek	1		
Ben Fladager	1		
Ted Tranzeluk	1		
Doug Swaser	1		
Susan Hernandez-Hendrickson		1	Has a question in her email
Anne Lee	1		
Buzz Bauman	1		
D Maroney	1		
Mike Sigrist		1	
Samantha Fitzgerald	1		
Judith Solarz	1		
Howard ML	1		
Patrick Randall	1		
Kathy Floraczak	1		
Joleen Durken	1		
Raymond Peplinski	1		
Nicholas Nownes	1		
Arlene Moehring			Can see benefit to both - Has question
Lynn S. (Nextdoor)		1	
Shannon H. (Nextdoor)		1	Has further questions in posting
Jeff P. (Nextdoor)			Support a 3-year term
John Wendt			Supports a citywide vote on this matter
Paul Mandell		1	
Jan Anderson	1		Supports change to take place in 2026
jfyksen@comcast.net	1		
Barb Dietzmann	1		
Leslie Martin	1		
Bob Kendall	1		
TOTALS	21	7	

Emails & Postings with Questions

Mark Sampson <markofrsa@gmail.com>

Two years is long enough for anyone to prove whether or not they are capable of doing the job. If they are performing adequately, they will probably be re-elected. If not, then they will not be re-elected. If there is a 4 year term and the person is lousy at the job we are stuck with them for 4 years!

Stick with 2 years, and if there are no term limits in place add term limits to no more than 4 terms. Also implement an age limit of 60 to run for mayor. What other cities do really should have no bearing on what IGH does!

Which council member sponsored this ordinance?

Thanks

Mark

Susan Hernandez-Hendrickson <smhendrickson321@gmail.com>

To whom it may concern:

The previous mayor probably worked hard to get reelected every two years. Why change something that has worked for this city for so long. Whose idea is it? Do they have too much time on their hands to get involved in changing what isn't broken, but seems to be working.

I think with bigger cities within the twin- cities it's good measure to only keep it at a two year mayoral term.

a moehrin <moehring07tin@gmail.com>

Thank you for the opportunity to weigh in on this change.

I am encouraged this change does not apply to the current holder of the mayor seat, it should be with a new term.

I support the discussion that a 4 year term would be more effective. It takes some time to work well as team players.

The discussion that a lot of sister cities in MN have 4 year terms does not make sense and hurts your suggested change. Each city is different and if a 2 year term has worked since 1965, well who can argue with success, since IGH is thriving.

What measures will be developed and also communicated to the citizens that a 4 year term is working?

Thank you, Arlene Moehring



Shanna H. • South Grove • 3d



The reasoning between the two as posted on the link provided is quite weak. At surface level, the only point that may be worth considering is the fact that a 4-year allows for potential consistency/continuity with longer-term projects. I don't feel that it's that strong of an argument for the 4-year term. And I don't believe that the reason is because everyone else is doing it, another point on the shared link, so the question is why has this come up? What are the challenges within the mayoral office to have brought this forward for the city to consider a change?

Like Reply Share



1

All Other Emails & Postings

Georgann Dean georganndean@comcast.net

I think it should be 4 years.
Georgann Dean

Dolphy Family dolphyfamily@gmail.com

Keep two-year term.

Sheri Yourczek <syourczek@comcast.net>

I am absolutely in favor of a change from a two-year term to a four-year term for Mayor.
Sheri Yourczek

Ben Fladager bflad@hotmail.com

I agree with the proposed 4-year term. It provides a newly elected official a learning curve to absorb the workings of City government and time to formulate and initiate policies. Time better spent than on a continuous campaign trail with 2-year terms 🤔. Thanks for seeking voter input.
Ben Fladager, 8130 Casper Way Court.

Ted Trenzeluk ttrenzel@hotmail.com

I fully support the proposal of making the Mayor term 4 years instead of 2.
Thanks,
Ted Trenzeluk
7305 Bancroft Way
Inver Grove Hts. 55077

DJ Swaser djswaser@comcast.net

City of IGH,

I support the four year term for the Mayor term. Matches the City Council Member term and allows for more time working together as a team for our city.

Thank you,

Doug Swaser

6543 Bixby Way

651.308.9666

ANNE LEE anncth@aol.com

I feel it should be 4 years. Often it can take a year or even two to become an effective leader. With the next two years allowing the person to make changes or move forward with policies. The commissioner and mayor should be offset by two years.

Anne Lee

7050 Ballard Court

Buzz Bauman buzzbauman@yahoo.com

4 Year.

D Maroney dmaroney521@gmail.com

Good morning. I was very excited to see this discussion come up again. My opinion is that it is ridiculous to expect a mayor, or city council member, to be able to accomplish anything within a 2 year term. We are not a small village, or township, any longer. I vote for 4 year terms.

Mike Sigrist sigrist1124@comcast.net

Keep them at two.

Mike Sigrist

Samantha Fitzgerald skfitzgerald@gmail.com

Hi,

I support the idea of changing the mayoral term length to 4 years. I think it makes sense to make it the same length as the Council seats.

Thank you.

Samantha Fitzgerald

judithsolarz <judithsolarz@gmail.com>

Mayors should have 4year terms so they can accomplish more of their agenda.

howardml@comcast.net

Definitely move to the four year term, as it gives a newly elected official more time to get acclimated to the position.

dekerandall@comcast.net

Good morning,

I am in favor of a 4 year term for the city's mayor, with a two term limit. Makes a lot of sense to me.

Thanks,

Patrick

Patrick Randall

7577 Alpine Court

Inver Grover Heights, MN 55077

651.253.3597

dekerandall@comcast.net

Kathy Florczak <kaflorczak@gmail.com>

Yes I agree that a 4 year term makes sense

Thank you

Kathy Florczak

3864 77th St E, Inver Grove Heights, MN 55076

JOLEEN DURKEN joleend@msn.com

Four years is a very good idea 🤔

MIKE PEPLINSKI mikepep465@msn.com

I am in favor of a four-year term for the Mayor.
Raymond Peplinski
5688 Brent Ave. Apt. #127
IGH, MN 55076

comments from a new user nln.53100@gmail.com

I support a mayoral term of four years.
Nicholas Nownes
3305 73rd St E
(612) 807-3316



Lynn S. • Rich Valley/Robert Trail • 3d



Absolutely No, also need term limits, if their doing a bad job, can't get rid of them

Like Reply Share



Jeff P. • South Grove • 1d



I'm for a three year term here's why: In any job there is a learning curve. For most people it takes FOUR seasons (or quarters) to experience the job in the new context. This experience converts to wisdom, if the person is responsible and learns from it. This learning is then applied in the NEXT four quarters where planning and anticipation are enhanced. In the THIRD set of Quarters (third year) the right person has a command and can really hit their stride, "come into their own" and we get a good sense of the actual ability to make a difference. I think all political terms including appointees should be this way.

Like Reply Share

John Wendt jtwendt@gmail.com

Dear Friends,

While this proposal is very interesting, I strongly believe that it should be voted upon by all the citizens of Inver Grove Heights and not just the City Council.

Thank you!

Perhaps there should be a little more publicity on this - say on the Website or on the City Newsletters?

The idea, while it is very interesting, appears to be rushed and done so quietly,

We don't want it to look that way.

Thank you!

Best,

John

PAUL MANDELL <mandellfam@msn.com>

I am opposed to the change. It reduces responsiveness of office holders to the voters, and given how low the participation if the voters already, changing to a longer term should have to be tested as the change needing support via pos. a referendum, v. on track toward approval unless opponents weigh in.

We need more, not less accountability.

Paul Mandell,
8320 Cleadis Ave, IGH

Jan Anderson <jananderson75@comcast.net>

I want to add my two cents on the issue of the mayoral term. It's a good idea to make it 4 years instead of 2, but make the change in 2026 instead of 2024 so it's less likely to be perceived as political. Let's tone down the politics where we can!

Jan Anderson

jfyksen@comcast.net

I think a 4 year term should be implemented as to save the city and the candidates the expense of running in an election. My hope is that the people choose wisely and elect a good mayor.

BARBARA DIETZMANN bajd55@comcast.net

Hello,

I feel that the city council should change the mayoral term from 2 years to 4 years.

Barb Dietzmann

651-340-2254

Leslie Martin lesliemartinpr@gmail.com

Make it a 4-year term to be consistent with other cities our size.

Leslie Martin

8673 April Ct.

IGH 55077

Bob Kendall

FW: "Should the IGH Mayor serve a four-year term?"

Yes.

Bob Kendall

6913 Benton Way

IGH

Mayoral Term Comments 3.18.2024 - 4.17.2024

From: [Kris Wilson](#)
To: [Mayor and Council](#)
Cc: [Rebecca Kiernan](#)
Subject: FW: Change Mayor's Term to 4 Years
Date: Monday, March 18, 2024 4:54:29 PM

FYI - another email on the proposed change to the Mayoral Term. I have responded with the answer to his question.

-----Original Message-----

From: George Tourville <gtourville@comcast.net>
Sent: Monday, March 18, 2024 4:50 PM
To: Kris Wilson <kwilson@ighmn.gov>
Subject: Change Mayor's Term to 4 Years

Kris

I was planning on attending tonight's City Council meeting but my schedule has changed. I wanted you and the City Council to know that I support the Change to the Mayor's Term from 2 years to 4 years...If successfully changed when will the change take place the 2024 or the 2026 election...?

Sincerely
George Tourville
612-961-6705

Gale Belk galebelk@msn.com

2 or 4 year term

Would we have all new council and mayor every 4 years? or are we going to have alternate/separate elections for mayor and city council?

-

I would like to vote for 4year term. It's hard to know a job in just 2 years if you haven't been on the city council beforehand. Also, it might get others interested if they didn't have to run every 2 years.

-

Gale Belk
7930 Banks Path
Inver Grove Heights, MN 55077

Karen Onken karenkonken@icloud.com

Mayor Term Limits

My husband and myself are in favor of extending the term limit for the position of mayor to 4 years.

Thank you,
Karen and Dave Onken
6333 Dawn Way



Bob Heidenreich for Dakota Electric 2024 · [Follow](#)

It prefer to stay with the current two year term as it allows a Mayor that doesn't want to continue to be Mayor get out of office sooner. Nothing could be worse than a politician in an office that doesn't want to be there. If they are doing a great job and want to remain in office re-election would be easy and likely unopposed

3d Like Reply Hide



Shirley Pike

I'm all for the Mayor serving a four year term

3d Like Reply [Send message](#) Hide Edited



Searay Jake

4



2d Like Reply [Send message](#) Hide



Melissa Harms

4. By the time they get adjusted and settled in, they have to start campaigning for another term - lessens time that things can get accomplished

2d Like Reply [Send message](#) Hide



Shane Casello

If you want any "real" change and progress, then I'd say 4 would be ideal. Hell, even 6 would be out of the question considering the movement amongst City Council members.

1d Like Reply [Send message](#) Hide

John White (612-790-1228 - Left Voicemail)
Mayoral Term Change

In favor of changing Mayoral term from 2 to 4 years.

Ingrid S [<joesingrid@gmail.com>](mailto:joesingrid@gmail.com)
Mayoral Term

As a matter of accountability our household strongly opposes a 4 year term.

Ingrid and Joe

Ken Johnson <vvusmcsqt@gmail.com>

Yes. Mayor should be **4YEARS**. Much better flow for continuing projects. Thanks, Ken Johnson

Tom Benusa <tom.benusa@gmail.com>

Hello,

My name is Tom Benusa and I live at 11485 Avery Dr, Inver Grove Heights, MN 55077. I would be in support of the mayoral term length from 2 years to 4 years. I have lived here for over 20 years and did not realize it was only 2 years. It makes sense to make it 4 years so more time can be spent on governing and less time campaigning for the next term. The same could very well be said for our US House of Representatives, but that is another story.

Thanks,

Tom Benusa

Judy Kuester <jukues44@hotmail.com>

It is acceptable to change the term of IGH mayor from 2 years to 4 years.

Judy Kuester

9448 Old Concord Blvd

Inver Grove Heights

Beth Bombardo <bbbombardo@yahoo.com>

I think the 4 year term is a good idea. I think trying to get familiar with the mayor's position and make a positive impact in the community would be difficult to accomplish in a 2 year term.

Thank you

Mary Orn <ornmary1@gmail.com>

Hello - I support a 4-year mayoral term for IGH because it's in line w/ the council member length, and also that of other MN cities of its size.

Mary Orn

8201 Custer Trail

Mark Johnston <mark.johnston922@gmail.com>

Subject: 4 year term for Mayor

I am adamantly opposed to the 4 year term for Mayor. I don't see that there is any benefit to this and having the Mayor run every 2 years forces them to renew their commitment to the constituents. We don't always after to do what other cities are doing just because we should. There was a reason for this when your predecessors put this into place.

Charlotte Svobodny svobp@aol.com

Hello,

My Husband and I are in favor of changing the term length of Mayor from 2 - 4 years. I thought it has been all along! I didn't know it wasn't until it was pointed out in the Neighbor's Chat on FB.

Charlotte Svobodny
Cyril Svobodny
7953 Conroy Way
IGH, MN 55076

Cathy Iffert <ciff215@gmail.com>

Hello

I support a 4 year mayor term.

Best regards

Cathy Iffert

Lyle Puppe <lylepuppe@hotmail.com>

Having been on the city council in Cottage Grove, it makes sense to go to a 4 year term. I was on various commissions prior to council, they were all 4 year appointments, the only way it seemed to get off them was resign, run for council or move out of the city. I vote for the 4 year term.

Lyle Puppe
6309 Burnham Circle #317
IGH 55076
612.298.7344

Daniel Passer <dannypasser@yahoo.com>

Subject: Proposed Mayoral Term Change

The IGH Mayor should serve a four-year term.
Daniel Passer

Cath Todd Johnson <twjohnson4@comcast.net>
Subject: Length of Mayoral Term

I think changing the term of an IGH Mayor from 2 years to 4 years makes sense. If the Mayor is serving a first term, he or she needs more than just 2 years to learn the job and the issues. If a Mayor is serving a re-elected term, 4 years provides time to accomplish the agenda for which the residents re-elected him or her. It also makes sense to align the terms of the Mayor and the City Councilmembers.

Thank you for the opportunity to express an opinion. We moved to Inver Grove Heights from Minneapolis a year ago, and we appreciate the way you communicate with residents.

Catherine Johnson
6404 Burnham Circle
IGH 55076

Jeffrey Gould <gouldjeffreyc@gmail.com>
Subject: Mayoral term

I've lived in Inver Grove for close to 40 years and never realized that the mayor's term was only two years.

I support making the mayor's term four years. Two years between elections is too short.

Janet Shefchik <j.shefchik@hotmail.com>
Subject: Mayoral term

Good morning. I am writing this as a resident. I wanted to provide my opinion on the subject of a two-year versus 4-year mayoral term.

I am in favor of a 4-year term. It just makes more sense. It takes at least two full year cycles for someone to get up to full speed in any position.

Why then would we start over again?

Of course, it's also more efficient in terms of coordinating election processes, and candidates don't have to constantly scramble and can concentrate more effectively on city business.

Also, I can't comment on social media, but when I read comments about how this is being rushed, lacks transparency, or causes various other suspicions, I laugh. The same people who didn't seem to mind that George Tourville and Rosemary P-Kreck served mayoral terms for decades, are suddenly concerned about an extra 2 years.

Let the voters decide who the mayor will be, but that should only need to happen every 4 years.
Janet Shefchik

Mary Sutton <marysutton23@yahoo.com>

Subject: 4 year term

I am a resident of Inver grove heights, and I support the change for a 4 year term for mayor.

Thank you,
Mary E. Sutton
8151 cameo circle
Inver grove heights, Mn 55076

Robert Heidenreich <decks@thedeckstore.com>

4 year election cycle for mayor

City Council, Thank you for giving me the opportunity to provide my opinion on the proposed change to extend the mayoral term and align it with the presidential election. I believe that holding the mayoral election in a presidential election year may divert attention away from local issues. It is important for residents to have the opportunity to focus on local elections and actively participate in shaping their community. By separating the mayoral election from the presidential election cycle, residents can have dedicated time to engage in local politics and make informed decisions. While a four-year term may provide stability and allow for long-term planning and implementation of policies, I believe that rushing this decision through for this year's election cycle may not be the most transparent and inclusive approach. Instead, I suggest engaging in open discussions with the community over the next year, which would be more beneficial. This will give residents ample time to consider the implications of the proposed change and provide valuable input before a final vote is taken. Please let me know if there is anything else I can assist you with.

Robert Heidenreich

Anthony Sporer <anthony.sporer@gmail.com>

Mayoral Term Feedback

To the Inver Grove Heights City Council:

Now is NOT the time to switch to a 4-year mayoral term.

Consider just some of the issues plaguing the residents of this city during the current administration:

- We have seen an 8% increase in fees at VMCC
- A failed school district referendum which will have devastating consequences for the children of this city - a failure the City of IGH is partially responsible for, given long-standing off-year polling place assignments changed without sufficient notice to residents

- The Simley High School swim team partially blocked out of their own pool, violating a long-standing practice schedule and agreement, along with increasing the cost to the school
- Numerous roads that are in terrible shape, to the point of being unnavigable, and not scheduled for repair for another 3-4 years.

Yes, there are complicating factors and things outside the city's control, and yet there are also administrative choices and ultimate responsibility that the city government must bear, even if partially.

The residents of this city deserve a chance to make a change when a change is needed. Extending the mayoral term to 4 years takes away a significant portion of that power from the residents.

If you still feel that a change is necessary, consider a compromise approach: a 2 year initial 'probationary' term for any new mayor, followed by a 4 year second term.

Whatever you decide, I urge you to make sure that this current mayor must stand and face voters again this fall, for re-election. Anything else would be undemocratic.

Mayoral Term Comments 4.17.2024 - 4.22.2024

ELIZABETH-MARSHALL ELIZABETH-MARSHALL <bmarschall@comcast.net>

Sent: Wednesday, April 17, 2024 9:20 AM

Subject: Citizen Beth Marschall gives input

Hi! I was encouraged to give my input RE: term of IGH mayor to you so it could be recorded for IGH City Council review. So, here is my input:

My "vote" would be, as it appears to me that a 2 or 4 year term for mayor is no big issue at this time, let's NOT vote on this issue during a presidential vote year, wait and consider the mayor's term more get some more input and then have a "mayor's term vote" when it is cost effective for the city of IGH.

Thanks!

Elizabeth (Beth) Marschall bmarschall@comcast.net

6640 Buckley Circle, IGH, MN 55076-2011

651.457.4691

Don Olson <dhmlolson@outlook.com>

Sent: Thursday, April 18, 2024 1:16 PM

Subject: Mayoral Term

Thnks for y0o for the opportunity o gove my comments on this issues besing considedered to the City Coucil.

My questions are:

- A. For what reason (s) is this being brought up at this time? I am sure there are strong reasons for it and I would like to know what they are.
- B. Does the Council have the responsibility or authority to make this policy change without a vote from the community?

I would support the change for this one reason: Two years is only enough time to become familiar in with the city staff, their performance, and any future and current needs they have but not enough time to address those issues and make necessary changes that would make our city government more responsive to the needs of its citizens.

Thank you for all your hard work to make IGH a better place to live and work.

Don Oson

8807 Compton Lane

IGH

From: Alayna Granger (Chip Granger) <alaynagranger@hotmail.com>

Sent: Friday, April 19, 2024 1:16 PM

Subject: Length of Mayor's Term

Inver Grove Heights City Council and City Clerk,

I strongly oppose changing the mayor's term to a four year term. I think that it is very important that the residents of Inver Grove Heights be able to turn over a majority of the city council every two years if that is what they choose to do. The current election terms allows this to be done.

Sometimes city council members choose to run for mayor, Under the current system they can do so without giving up their council seat if they run in a year that they are not up for reelection on the council. Under the proposed new 4 year mayor term, only two council members, those not up the same year as the mayor would be able to safely run for mayor. This I think discourages competition for elected office and I believe competition is good for the election process.

I again strongly encourage you NOT to change the mayor's term to a four year term.

Sincerely,

Chip Granger

11325 Albavara Path

Inver Grove Heights MN 55077-5421

651455-4235

From: Leah <leaha@q.com>

Sent: Friday, April 19, 2024 6:00 PM

Subject: Mayoral term

I am in favor of changing the mayoral term to 4 years.

Thank you,

Leah Abdella

6628 Bixby Way, IGH

From: Susan Rausch <scrausch@outlook.com>

Sent: Saturday, April 20, 2024 9:25 PM

Subject: A vote in favor of changing the term for Inver Grove Heights Mayor to 4 years

Hello,

Just a short note to share my feedback with you that I am in favor of changing the mayoral term, in Inver Grove Heights, MN, to 4 years.

Susan Rausch
6628 Bixby Way
Inver Grove Heights, MN 55076

I have been a resident at this address since 1998, for 26 years.
Thank you.
Susan

From: mpcook219 <mpcook219@aol.com>

Sent: Sunday, April 21, 2024 10:40 PM

Subject: Mayor Term

I'm in favor of changing the mayor term to 4 years

Maurice Cook
6805 Athena Way

From: Shelly Kruzel <shellykruzel@yahoo.com>

Sent: Monday, April 22, 2024 6:33 AM

To: IGH City Clerk <cityclerk@ighmn.gov>

Subject: 4 years for mayor

I'm in favor of changing the mayoral term to 4 years.

From: Colin Cain <cath24cj@gmail.com>

Sent: Monday, April 22, 2024 8:40 AM

Subject: Mayoral term length

I strongly support extending the term for mayor from two years to four years. Continuity in governance is important for efficiency.

Colin Cain
1811 - 80th St. E.
Inver Gr. Hts., MN 55077

From: Dan and Rachel Brewer <dan.rachel.brewer@gmail.com>

Sent: Monday, April 22, 2024 9:35 AM

Subject: mayor term

Hello!

We just want to express our support for a 4 year term for Mayor moving forward.
2 years is just not enough time, especially for "citizen legislators."

Dan and Rachel Brewer

6925 Athena Way, Inver Grove Heights, MN 55077

Name	4-Year	2-Year	Notes
Georgann Dean	1		
Dolphy family		1	
Mark Sampson		1	Has a question in his email
Sheri Yourczek	1		
Ben Fladager	1		
Ted Tranzeluk	1		
Doug Swaser	1		
Susan Hernandez-Hendrickson		1	Has a question in her email
Anne Lee	1		
Buzz Bauman	1		
D Maroney	1		
Mike Sigrist		1	
Samantha Fitzgerald	1		
Judith Solarz	1		
Howard ML	1		
Patrick Randall	1		
Kathy Floraczak	1		
Joleen Durken	1		
Raymond Peplinski	1		
Nicholas Nownes	1		
Arlene Moehring			Can see benefit to both - Has question
Lynn S. (Nextdoor)		1	
Shannon H. (Nextdoor)		1	Has further questions in posting
Jeff P. (Nextdoor)			Support a 3 year term
John Wendt			Supports a citywide vote on this matter
Paul Mandell		1	
Jan Anderson	1		Supports change to take place in 2026
jfyksen@comcast.net	1		
Barb Dietzmann	1		
Leslie Martin	1		
Bob Kendall	1		
New comments since 3.18.2024			

George Tourville	1		
Gale Belk	1		
Karen & Dave Onken	2		Supports extending term limits
Linda Dehrer-Wendt & John Wendt			Want this to start in 2026 to tie into 60th Anniversary
Bob Heidenreich (Facebook)		1	
Shirley Pike (Facebook)	1		
Searay Jake (Facebook)	1		
Melissa Harms (Facebook)	1		
Shane Casello	1		
John White (Voicemail)	1		
Ingrid & Joe S.		2	
Ken Johnson	1		
Tom Benusa	1		
Judy Kuester	1		
Beth Bombardo	1		
Mary Orn	1		
Mark Johnston		1	
Charlotte & Cyril Svobodny	2		
Cathy Iffert	1		
Lyle Puppe	1		
Daniel Passer	1		
Catherine Johnson	1		
Jeffrey Gould	1		
Janet Shefchik	1		
Mary Sutton	1		
Robert Heidenreich	1		Supports change to begin 2026 (Not a presidential election year)
Anthony Sporer		1	
Elizabeth Marschall			Supports a vote on the matter, and any change to begin 2026
Don Olson	1		
Chip Granger		1	
Leah Abdella	1		
Susan Rausch	1		
Maurice Cook	1		

Shelly Kruzel	1			
Colin Cain	1			
Dan & Rachel Brewer	2			
TOTALS	53	13	Total	66

Current Population	Name	Mayor's Term
436934	Minneapolis	4 Years
310992	Saint Paul	4 Years
125055	Rochester	4 Years
91330	Bloomington	4 Years
86924	Duluth	4 Years
84993	Brooklyn Park	4 Years
80762	Plymouth	4 Years
77224	Woodbury	4 Years
73828	Lakeville	4 Years
73512	Blaine	4 Years
71230	Maple Grove	4 Years
71122	St. Cloud	4 Years
68889	Eagan	4 Years
64522	Burnsville	4 Years
64023	Eden Prairie	4 Years
63415	Coon Rapids	4 Years
55673	Apple Valley	4 Years
54474	Minnetonka	4 Years
54048	Edina	4 Years
49786	St. Louis Park	4 Years
46200	Moorhead	4 Years
46173	Mankato	4 Years
45961	Shakopee	4 Years
41581	Maplewood	4 Years
41027	Cottage Grove	4 Years
36810	Roseville	4 Years
36543	Richfield	4 Years
35652	Inver Grove Heights	2 Years
33938	Brooklyn Center	4 Years
33137	Savage	4 Years
32822	Andover	2 Years
29962	Fridley	4 Years
28712	Ramsey	4 Years
28170	Chaska	2 Years
27858	Oakdale	4 Years
27855	Prior Lake	4 Years
27544	Owatonna	4 Years
27141	Shoreview	2 Years
27005	Chanhassen	4 Years
27001	Elk River	4 Years
26943	Rosemount	4 Years
26626	Austin	4 Years
25995	Winona	4 Years
25067	White Bear Lake	4 Years
24679	Faribault	4 Years

Current Population	Name	Mayor's Term
24007	Champlin	4 Years
23719	Farmington	4 Years
23405	New Brighton	2 Years
22791	Crystal	4 Years
22705	Otsego	4 Years
22467	Hastings	4 Years
22034	Golden Valley	4 Years
21962	Willmar	4 Years
21658	Lino Lakes	2 Years
21592	Columbia Heights	2 Years
21552	New Hope	4 Years
21169	West St. Paul	2 Years
20862	Forest Lake	2 Years
20489	South Saint Paul	4 Years
20371	Saint Michael	2 Years
19855	Northfield	4 Years
19606	Sartell	4 Years
19425	Stillwater	4 Years
18608	Hopkins	2 Years
18500	Albert Lea	4 Years
18127	Anoka	2 Years
16884	Buffalo	2 Years
16873	Red Wing	4 Years
16524	Ham Lake	4 Years
16354	Hugo	2 Years
16133	Hibbing	4 Years
15947	Bemidji	4 Years
15263	Alexandria	4 Years
15087	Monticello	2 Years
15037	Hutchinson	2 Years
14986	Robbinsdale	4 Years
14895	Brainerd	4 Years
14886	North Mankato	2 Years
14430	Rogers	2 Years
14115	New Ulm	4 Years
14085	Fergus Falls	4 Years
14052	Worthington	4 Years
13811	Marshall	4 Years
13593	Waconia	2 Years
13559	Sauk Rapids	4 Years
13514	Lake Elmo	4 Years
13270	Vadnais Heights	2 Years
12965	Mounds View	2 Years
12864	Cloquet	4 Years
12590	Saint Peter	2 Years

Current Population	Name	Mayor's Term
12492	Big Lake	4 Years
12486	North Saint Paul	4 Years
11961	East Bethel	2 Years
11756	North Branch	2 Years
11658	Mendota Heights	2 Years
11346	Grand Rapids	2 Years
11289	Victoria	4 Years
10632	Little Canada	2 Years
10549	Fairmont	4 Years
10541	Cambridge	4 Years
10320	Hermantown	4 Years
10119	Detroit Lakes	4 Years



Request for Council Action

SUBJECT: **Presentation of 65th Street Small Area Plan**

MEETING DATE: April 22, 2024

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to receive a presentation on a recently completed study of the 65th St. corridor between Hwy 3 and Babcock Trail and then consider the attached Resolution.

BACKGROUND

For decades the City has planned for the full extension of 65th Street from the City's western border to Carmen Ave. The eastern and western sections of the road have been built and are currently in use, while the middle section, from Trunk Highway 3 to Babcock Trail, has yet to be built. This section of 65th St has been called for in multiple transportation studies and City comprehensive plans over many decades, but it has also been the subject of significant discussion regarding its cost, environmental impacts and neighborhood preferences.

In 2023, the City hired consulting firm TKDA to study potential roadway alignments in the area, including alternatives to a straight-thru connection of 65th St. between Trunk Highway 3 and Babcock Trail. The study focused specifically on the western portion of this area and how various street alignments and connections might influence and/or serve development opportunities on the land. The land in this area is privately owned and guided for a combination of low and low-medium residential development served by municipal water and sewer. The undeveloped parcels to the south of the 65th St. alignment have been actively marketed for sale and multiple developers have inquired about the street network the City expects to see in this area.

From the summer of 2023 through April 2024, TKDA has gathered information, reviewed previous studies of the area, held two community open houses, met with developers in the area, and talked with City staff to inform the attached report. The resulting report does not recommend a particular course of action, but rather outlines three potential scenarios for the street network in this area and provides a very high-level cost estimate for each, along with compatible surrounding land uses. The Planning Commission reviewed a draft of the report on February 15, 2024 and the final report is now ready to be presented to the City Council.

In addition to supporting the work of TKDA on this study, City staff have also completed a thorough review of infrastructure and utility systems already in place in and near this area and the potential impacts of decisions surrounding 65th St. on the ultimate build out of the City's broader northwest area (NWA). A detailed memo from the Public Works Director on this subject is attached.

Following the consultant's presentation, staff will also have a brief presentation on some of the key issues and factors facing the City regarding 65th St. and the surrounding area. The Council is then

asked to consider adoption of the attached Resolution, with or without amendments, in order to provide direction to staff.

FISCAL IMPACT

RECOMMENDATION

Staff recommends Council consideration of the attached Resolution.

ATTACHMENTS

1. IGH 65th Street Final Report (April 12 2024)
2. PW Director Memo to Council on 65th St. (April 12 2024)
3. Resolution Providing Direction Regarding the Extension of 65th St (April 2024)

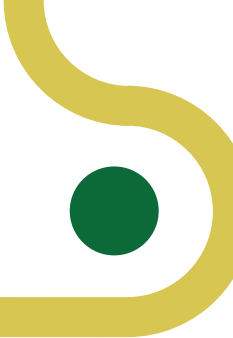


65th Street Small Area Plan

City of Inver Grove Heights

April 2024

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1

Executive Summary

Overview

From June 2023 through April 2024, the City of Inver Grove Heights, community, stakeholders, and project collaborators engaged in the development of a Small Area Plan to develop land use and transportation alternatives for the proposed 65th Street in the Northwest Area. The 65th Street extension is a long-planned infrastructure improvement project for the City of Inver Grove Heights. The roadway extension of 65th Street east of Trunk Highway 3 has a classification of a collector street and is anticipated to serve future development in the Northwest Area (NWA) of Inver Grove Heights. Today, 65th Street exists as a collector street west of Trunk Highway 3 and to the east of Babcock Trail. The connecting middle section remains unbuilt.

The extension is referenced in the City's Comprehensive Land Use Plan. A DRAFT Conceptual Design & Fiscal Impact Report was completed in 2022, which outlined the feasibility of the extension, including engineering, scoping, and an estimate for the roadway.

Currently, the project area is privately owned. Recent development pressure has prompted questions about connectivity through the area, development potential, and potential environmental impacts. This Small Area Plan used a participatory process to examine the relationship between land use and the required transportation connections in the project area.

Study Boundary

The study boundary is located in the Northwest Area of Inver Grove Heights. The area is bound to the west by South Robert Trail, or Trunk Highway 3, to the south by 70th Street East, and to the east by Harmon Park. The northern boundary aligns with 60th Street East, near Harmon Park. The area outlined in red in Figure 1 outlines the study boundary.

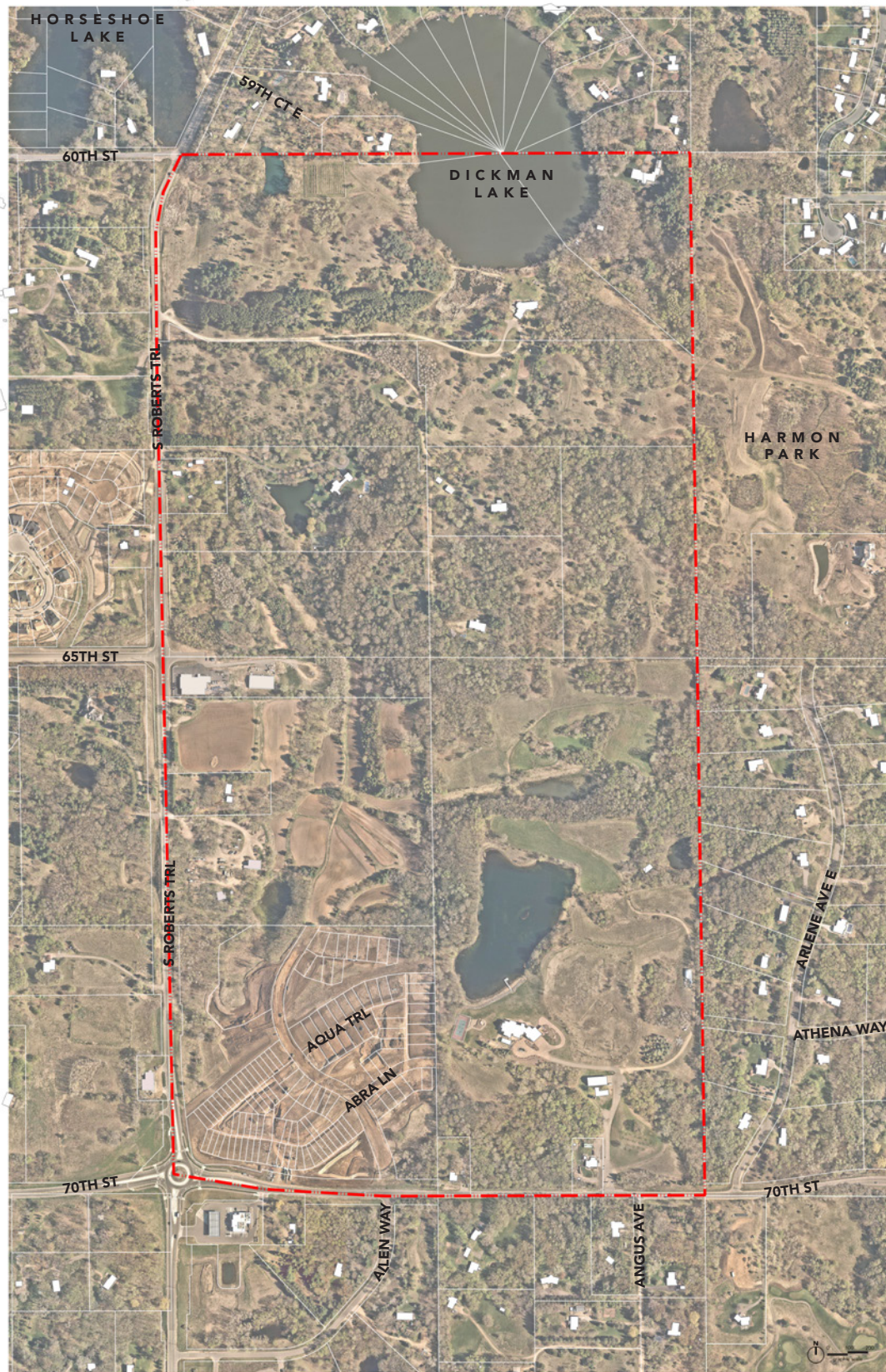


Figure 1: Study Boundary

Project Goals

The following goals and objectives were developed to guide the planning process and define the alternatives:



Planning Process

A Small Area Plan supplements the City's Comprehensive Plan and provides detail regarding land use and transportation at the neighborhood scale. The planning process that took place was designed to answer the following questions about the project area:

1. What level of development/residential density can be supported if the proposed 65th Street extension is built as a collector street versus if an alternative street system is built to accommodate current and future needs for that area in the City? Both scenarios should reflect the fact that the study area falls within the MUSA boundary and must present reasonable concepts of development that flow with the surrounding development and the overall character of Inver Grove Heights.
2. How is the City's ability to extend municipal water and sewer service impacted by a decision to extend 65th Street versus a decision to develop this area with an alternative road network? How does already built and currently planned utility infrastructure and capacity inform and impact the potential of the two different scenarios?
3. What are the likely impacts of the varying levels of development density on the community, including projected number of households, population growth, local school enrollments, property tax base, utility connection fees, and the impacts of such on the City's already incurred utility infrastructure debt?
4. What would the estimated public costs of an alternative street and utility system be compared with the cost estimates the City has for a build-out of 65th Street as a collector street? What street connections to existing local, County, and MnDOT roads are necessary to facilitate access to parcels within the study boundary? What limitations exist related to County and MnDOT access management policies? What impacts, if any, would not constructing 65th Street have on the existing City Comprehensive Plans for sanitary sewer, watermain, and storm sewer utilities?
5. How do the different scenarios impact the location and development of public green space in the area including future park and trail connections?

The project team followed a four phase process to answer these key questions: background and analysis, public engagement, alternatives development, and final report development.

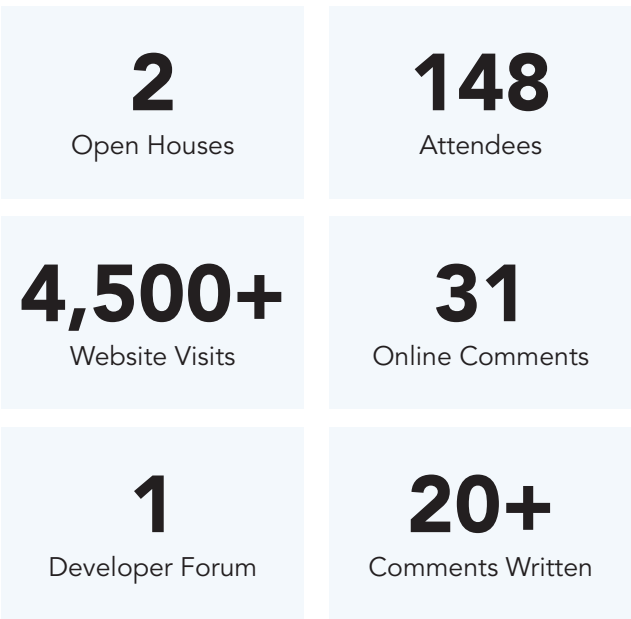
At the onset of the project, the team performed a data collection process that included an inventory and analysis of existing physical and land use conditions in the project area. The team also obtained drone photography and reviewed all the existing planning documents relevant to the project area. Following the data collection phase, the team facilitated the first open house, hosted a developer forum, and engaged with the community virtually. Several alternatives were developed based on the data received. They were refined and ultimately three alternatives were chosen. The public and stakeholders were reengaged, and the final alternatives were presented for comment. Below is a graphic representation of the schedule for the planning process.



Figure 2: Project Schedule

Stakeholder and Community Engagement

Understanding stakeholder needs and expectations was a core goal of this planning study. The project team engaged with property owners within the study area, adjacent property owners, the broader public, potential developers, and City staff to gain insight into their priorities. Alternatives were developed using a design framework created from the engagement feedback. Multiple methods of outreach were utilized, including both in-person meetings and online surveys and activities.



Common Themes Heard

- Preserving the green space in the study area is highly desired by participants.
- Participants were concerned about increased traffic and related safety issues.
- The majority who spoke about housing density, preferred a lower density in the study area.
- Participants share a common value of appreciating the natural beauty of the area.
- Concerns around the cost of infrastructure were expressed.
- Safety at the intersection of 65th Street and Robert Street was a high concern.

Developer Forum & Design Charrette

In September, the planning team hosted a day-long workshop called a charrette. Local developers were invited to participate in a listening session, or forum, with City staff. Developers discussed the state of the market, as well as the opportunities and constraints they saw around building within the project area. Following the forum, the planning team generated dozens of ideas. The concepts developed from the charrette became the basis for the alternatives developed.



Figure 3: Images from the Design Charrette

Alternatives Development

Design and Development Principles

Following the data collection phase, first open house, developer forum, and design charrette, the planning team developed four design and development principles:

1. Address development from a holistic/district perspective.
2. Work with the natural features in the project area as much as possible as one of the key assets in the area.
3. Organize development around the green/blue corridors that can support open space, recreational trails, and stormwater treatment.
4. Locate high-density uses near direct access to South Robert Trail and 70th Street.



Alternative 1 - Baseline

The Alternative 1 scenario explores the development potential for the existing, planned 65th Street connection. The alignment shown follows the City’s Comprehensive Plan, as well as the 2022 Conceptual Design & Fiscal Impact Report. This set a “baseline” to compare alternative recommendations.

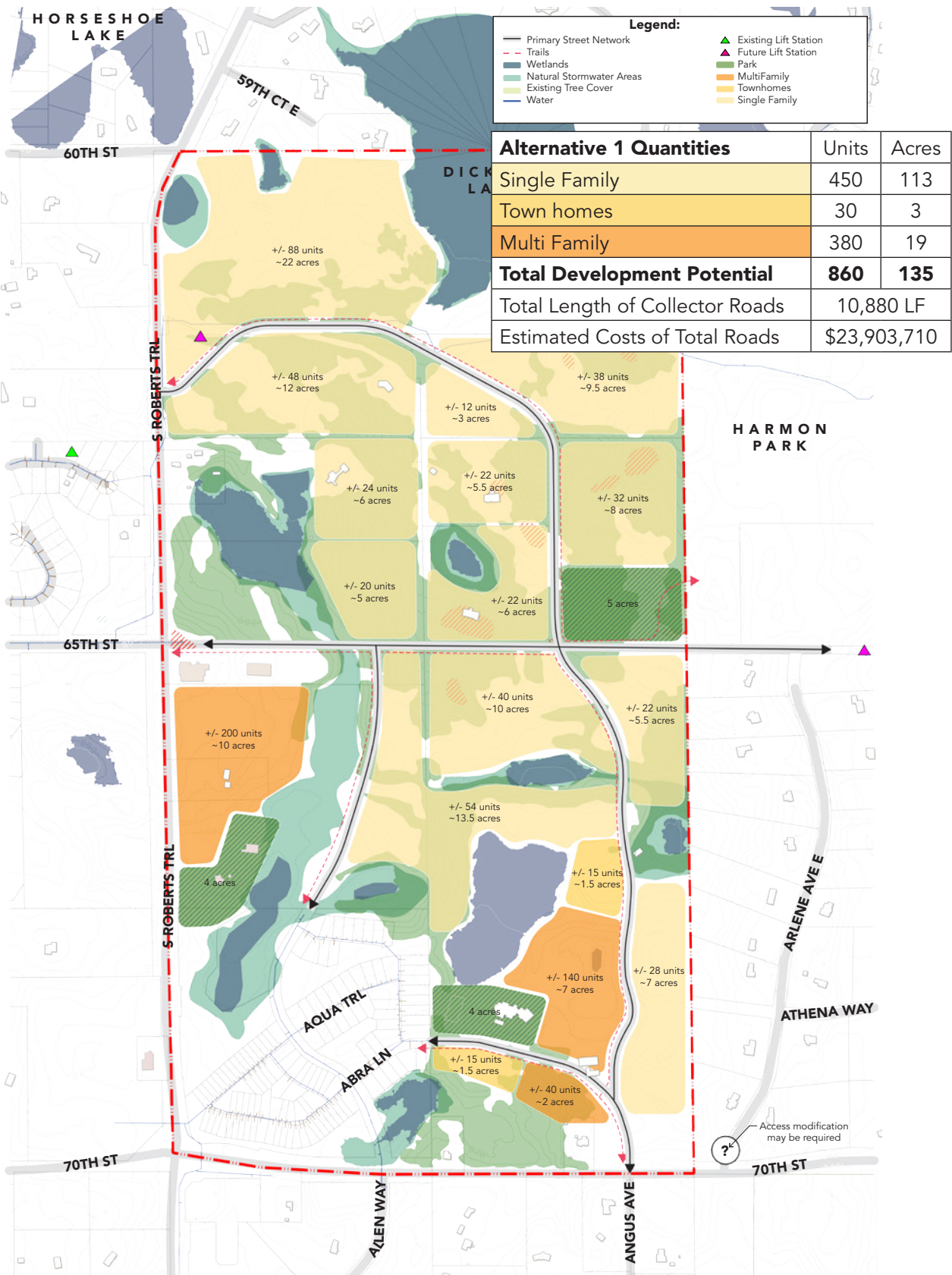


Figure 4: Alternative 1 - Baseline
City of Inver Grove Heights | 65th Street Small Area Plan

Alternative 2 - No Build

Alternative 2 explores what potential development and circulation could look like in the study area, if 65th Street did not extend from Robert Trail to Babcock Trail. The results of this scenario illustrate that the development potential remains very close to Alternative 1. Access through the previously identified 65th Street corridor east of the planning area to Babcock Trail is still required to make utility connections to the study area.

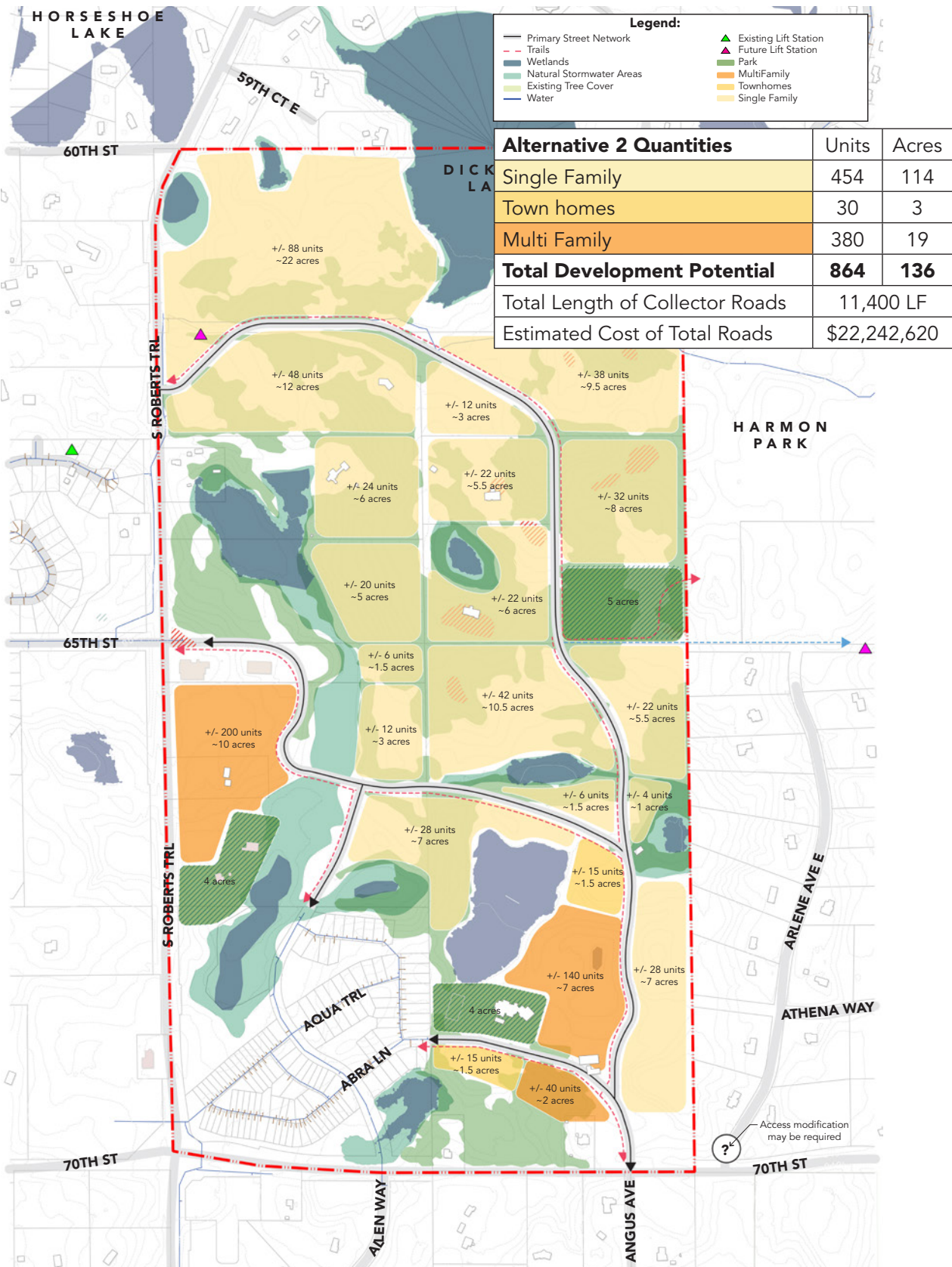


Figure 5: Alternative 2 - No Build
City of Inver Grove Heights | 65th Street Small Area Plan

Alternative 3 - Alternative Route

Alternative 3 illustrates an alternative roadway alignment for the 65th Street extension. This alternative shows a similar level of development potential, but provides a greater length of roadway. The trade offs for this alignment include more roadway with the potential for less structures, as well as enhanced traffic calming opportunities.

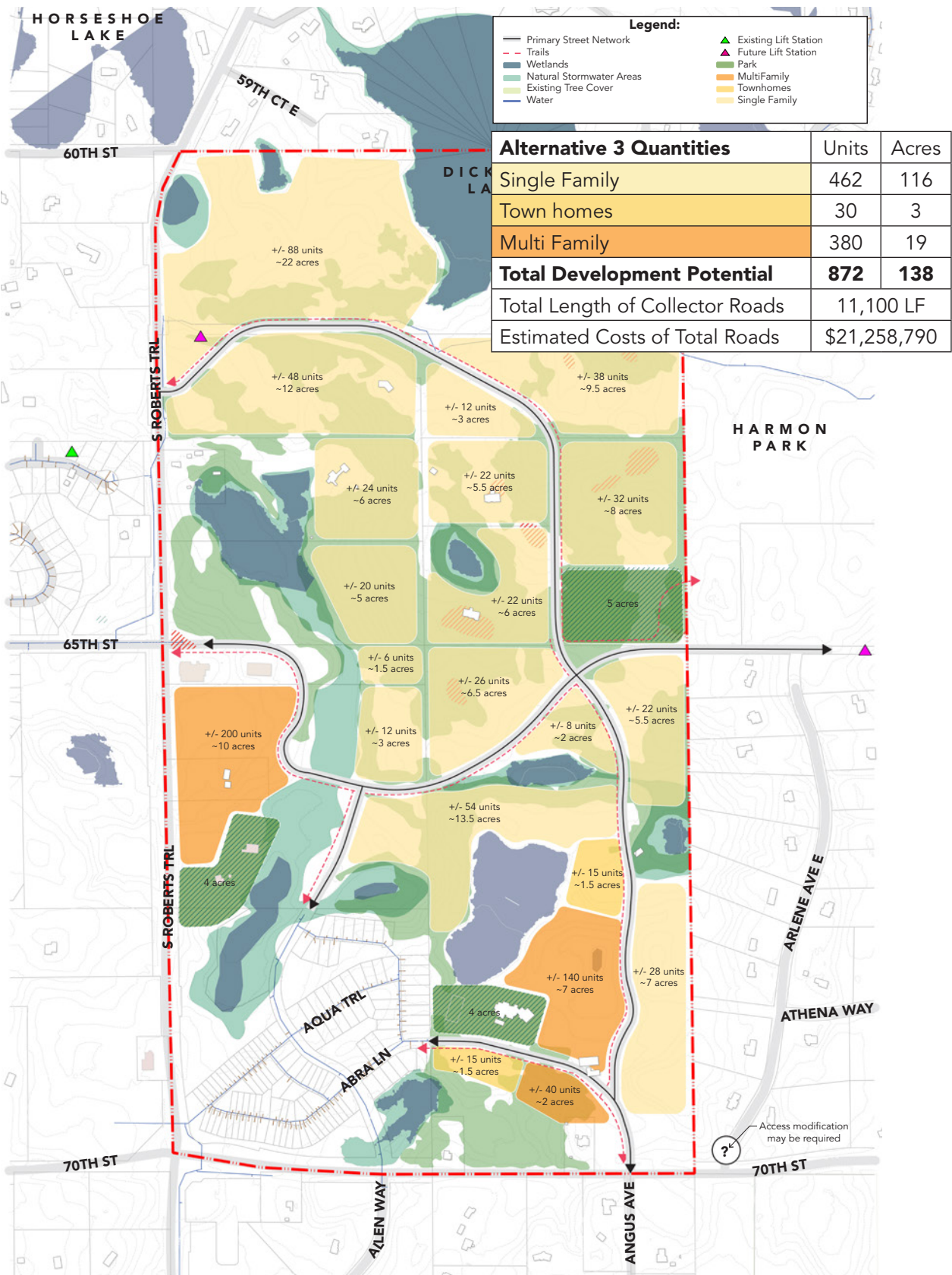


Figure 6: Alternative 3 - Alternative Route
City of Inver Grove Heights | 65th Street Small Area Plan

Alternatives Evaluation

The three alternatives were presented in comparison of each other to address the questions posed at the onset of this planning study. Below is a summary of the matrix used to evaluate these scenarios.

A full breakdown of the anticipated costs is included in the appendix.

	Alternative 1: Baseline		Alternative 2: No Build		Alternative 3: Alternative Route	
Quantities	Units	Acres	Units	Acres	Units	Acres
Single Family	450	113	454	114	462	116
Town homes	30	3	30	3	30	3
Multi Family	380	19	380	19	380	19
Total Development Potential	860	135	864	136	872	138
Total Length of Collector Roads	10,800 LF		11,400 LF		11,100 LF	
Anticipated Cost of Collector Roads	\$23,903,710		\$22,242,620		\$21,258,790	

Figure 7: Alternatives Evaluation Matrix





An aerial photograph of a lush green landscape. In the foreground, there is a dark, irregularly shaped pond or wetland area. Surrounding the pond are various types of trees and vegetation, some appearing as open fields. In the background, a dense forest covers the hills, and a small town or city is visible in the distance under a clear sky. A large, stylized yellow number '2' is overlaid on the left side of the image, partially obscuring the forest.

2

Stakeholder and Public Engagement

Engagement Overview

Community input and stakeholder engagement was an important factor in the development of the alternative scenarios. The Design Development Principles, that became the guidelines for decisions made, came directly from the feedback received from the public. This Small Area Plan was developed over a ten-month period from June 2023 to April 2024. A Public Engagement Plan was created and outlined the planning process, goals, and timeline for events. Both virtual and in-person events were held to provide multiple touch points and opportunities for people to participate. Goals for the stakeholder and public engagement process included:

- Provide early and continuous participation of community members and stakeholders.

- All stakeholders will have the information necessary to understand the project design, project implementation steps, and the impact it will have on them.

- Reasonable availability of project information will be provided.

- Provide consistent and clear information on the decision-making process, funding, and anticipated project schedule.

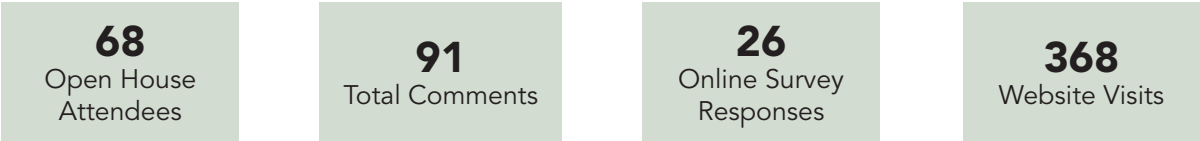
- Provide a clear method for stakeholders to give input on the project.

A project website was set up to provide up-to-date information to the public. This site included an interactive map, surveys, community engagement feedback, and documentation of the project.

Open House #1

The first open house for the 65th Street Small Area Plan was held in-person on August 28, 2023 at the Veteran’s Memorial Community Center in Inver Grove Heights. Participants reviewed the existing conditions in the area, were invited to participate in vision activities, and reviewed the scope of the study.

Additional online activities were available on the project website as well to provide an alternative way to provide comments. Activities included an interactive mapping activity and virtual survey. The following represents a summary of feedback from both events.



Vision Board Activity

Participants had the opportunity to answer two questions and display their answers on a board. They answered **“What are your three favorite things in the project area?”** and **“My vision for the project is ____.”**



Vision Board Activity Word Cloud



Common Themes Heard



Preserving the green space in the project area is highly desired by participants.



Participants were concerned about increased traffic and related safety issues



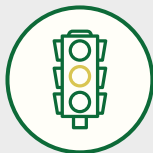
40% of comments demonstrated a preference for lower density in the project area



Participants share a common value of appreciating the natural beauty of the area



Cost of building a street connection was an issue in 21% of the comments



A significant number of comments had concern with the intersection at 65th and Robert St.

Online Map & Top “Liked” Comments

1. “Build 65th to connect to the rest of IGH, especially Cahill. Install pedestrian and bike paths with it. There is not a safe way to get from west to east. This city is way behind in infrastructure for all people.”
(217 likes, 73 dislikes)

3. “Leave it all alone and stop building houses and more houses and more multi family housing. Enough already!!!!”
(66 likes, 2 dislikes)

2. “I agree with the others, this intersection is so dangerous, cars coming up the hill at 50mph and they are difficult to see regardless of whether you’re making a right turn onto S Robert Trail or making a left onto 65th St. *Please* do something here instead of building more houses.”
(76 likes, 0 dislikes)

4. “Enough of the high density building. The description has changed but it is still many homes and apartments crammed into the area. What happened to green spaces and what’s with cutting down every tree? Of course new will be planted and mature in 30 years but what about air filtering trees now. We don’t have the infrastructure to support that many people. I live in Inver Grove Heights for a reason. It is a beautiful, green, quiet community but for how much longer!”
(58 likes, 0 dislikes)

5. “I’m becoming increasingly concerned about the trend of taking down trees and green spaces in Inver Grove Heights. The excellent mix of houses and nature made Inver Grove Heights special when I moved to MN from NY. Now, if there is a wooded area, the plan is to strip the land and build houses. Growth is essential, but in the long term, we need to keep our wooded areas and wetlands. I would like to see more focus on other development opportunities that do not clear the land.”
(57 likes, 0 dislikes)

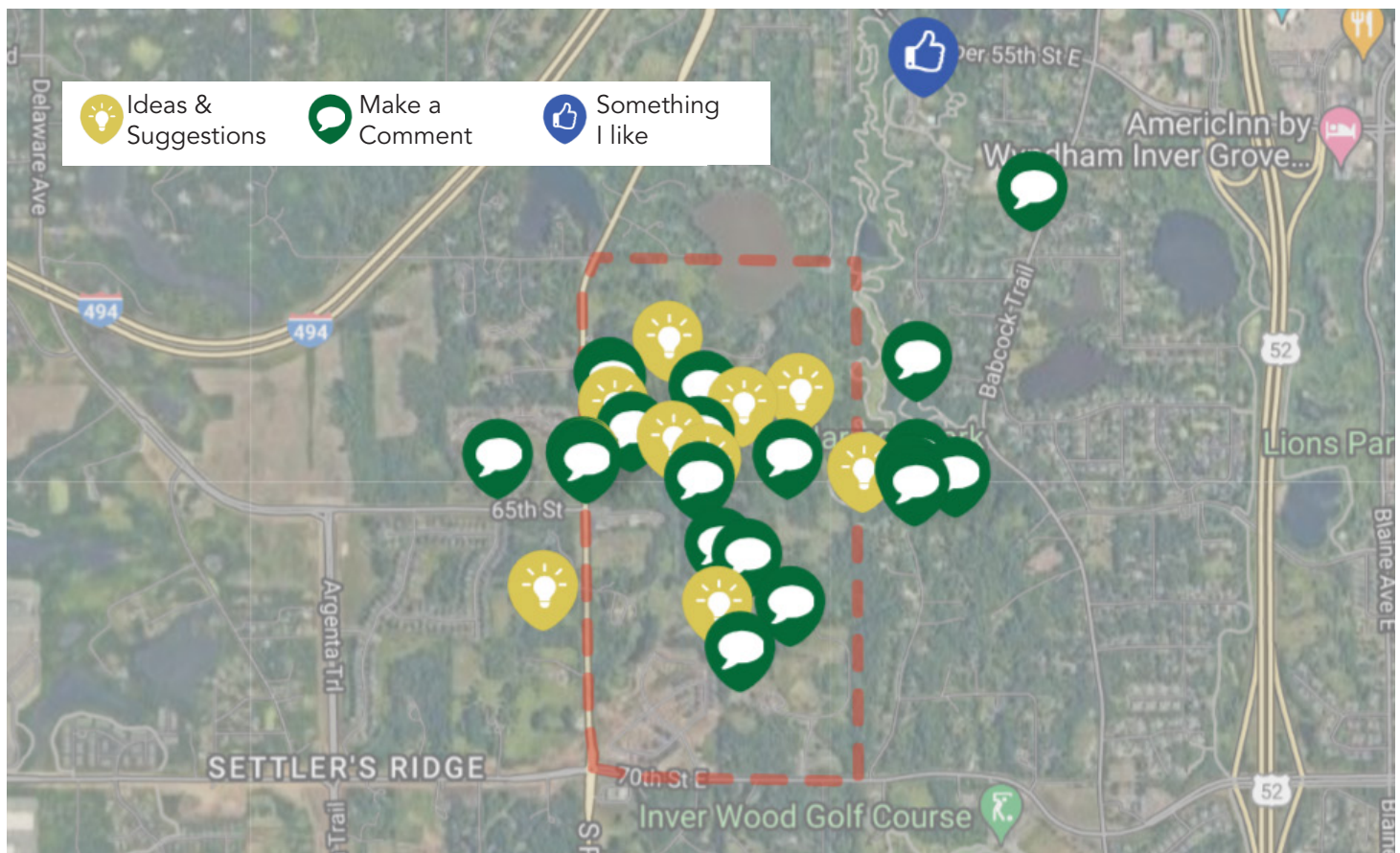


Figure 8: Online Map and Top “Liked” Comments

Developer Forum

A workshop was held in-person on September 27, 2023, at the Veteran’s Memorial Community Center in Inver Grove Heights. Developers in the area were invited to discuss the 65th St Small Area Plan. They discussed market trends, projects being worked on nearby and in the area, development challenges, and development opportunities. Fifteen people were present at the meeting to share their perspective and hear new ones.

Market Trends		
Multifamily is currently a focus due to land scarcity and interest rates	More attention is being paid to quality of life features in neighborhoods	First-time buyers are purchasing homes later in life than usual, if at all
Houses values in the area are often 4X the amount of the land itself	High demand for homes with room for an office space	Changing traffic patterns due to increased remote jobs
Threats		
Limit to sewer and water access on the northern area of the study area	Access to the north is challenging	High interest rates are making financing more difficult and pushing more to rent
Procedural processes make development challenging and causes delays	Topography is challenging to work with and makes projects more expensive	Sewer and water connection fees are very high in this area, making development difficult
Opportunities		
Bringing multifamily housing to the area	Leading by example - use this as an opportunity to develop with preservation in mind	Shift how land is viewed overall in terms of density

Design Charrette

Following the developer forum, the planning team facilitated a design charrette. The team explored “big ideas” for the project area and the opportunities and challenges presented by the different alternative scenarios. The ideas developed during the charrette became the basis for the Design Development Principles, and ultimately the final alternatives.



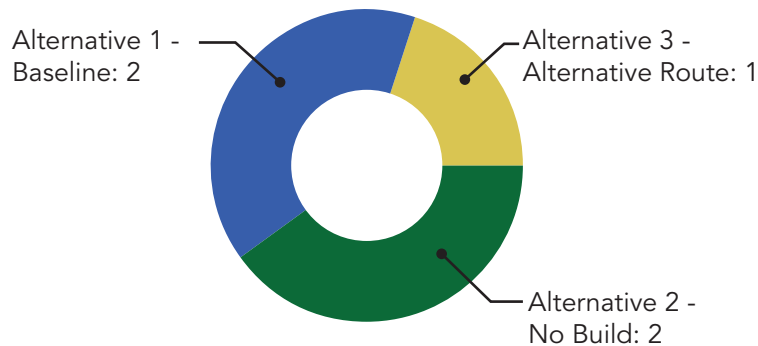
Open House #2

The second open house for the 65th Street Small Area Plan was held in-person on February 29, 2024, at the Veteran's Memorial Community Center in Inver Grove Heights. A presentation was provided that outlined the planning process to-date. The final alternatives were presented for comment as well. 80 people attended the open house. There was a dedicated question and answer segment at the end of the presentation.

Following the open house, all of the materials, including the alternative scenarios, were uploaded on to the project website. A comment forum was provided for people to provide additional comments. Below is a summary of the feedback received during both events.

Preferred Alternative

The graph below illustrates the preferred alternative, if noted in the written comments received.



Common Themes Heard

Supporting feedback from the first open house, participants spoke about the importance of the natural environment in the study area. An overall preference for preserving as much green space as possible was expressed.

Several questions were asked regarding the cost to the public for infrastructure built.

Participants favored locating higher density development near South Robert Trail and 70th Street.







The natural beauty within this study area is a unique asset in the community. In fact, it is difficult to find similar property in size with the same rolling hills, dense trees, and beautiful wetlands in the metropolitan area. Located in the Northwest Area of Inver Grove Heights, the study area is bound to the west by South Roberts Trail, or Highway 3, to the south by 70th Street East, and to the east by Harmon Park. The northern boundary aligns with 60th Street East, near Harmon Park.

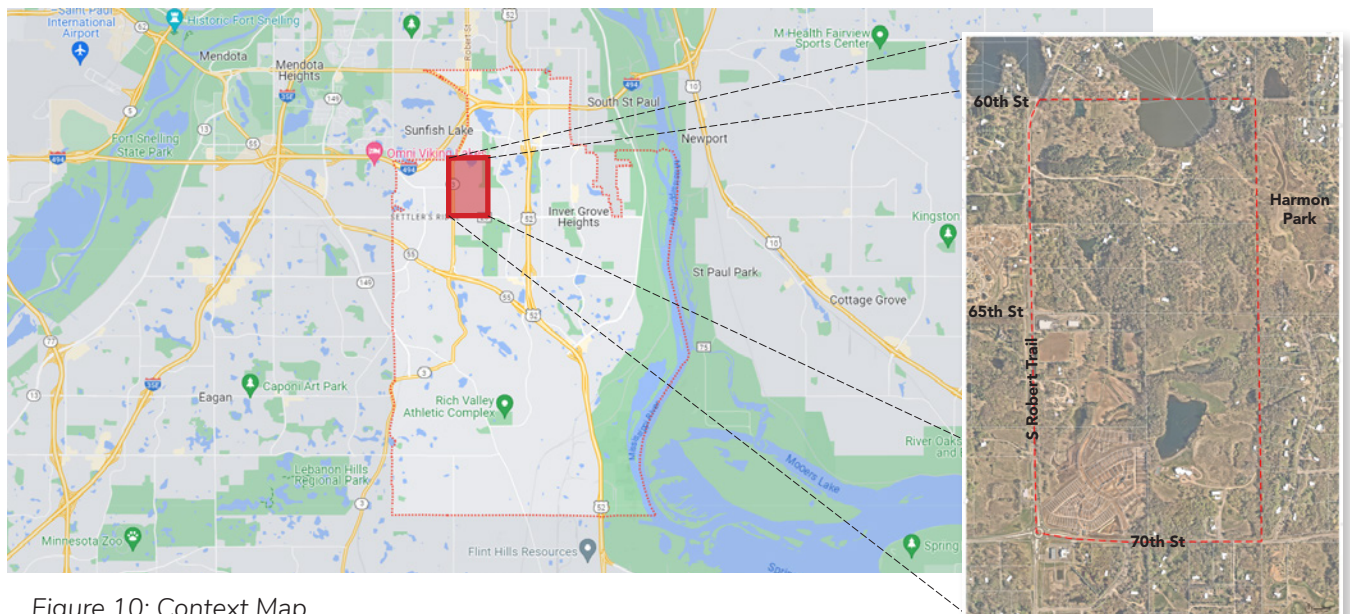


Figure 10: Context Map

Socioeconomic

The following data represents the current demographics near the study area. This information represents a snapshot of the community who lives within a five minute drive of the study boundary. Data was collected from the U.S. Census Bureau and the American Community Survey. This information illustrates a snapshot of the existing community as of the 2020 Census.

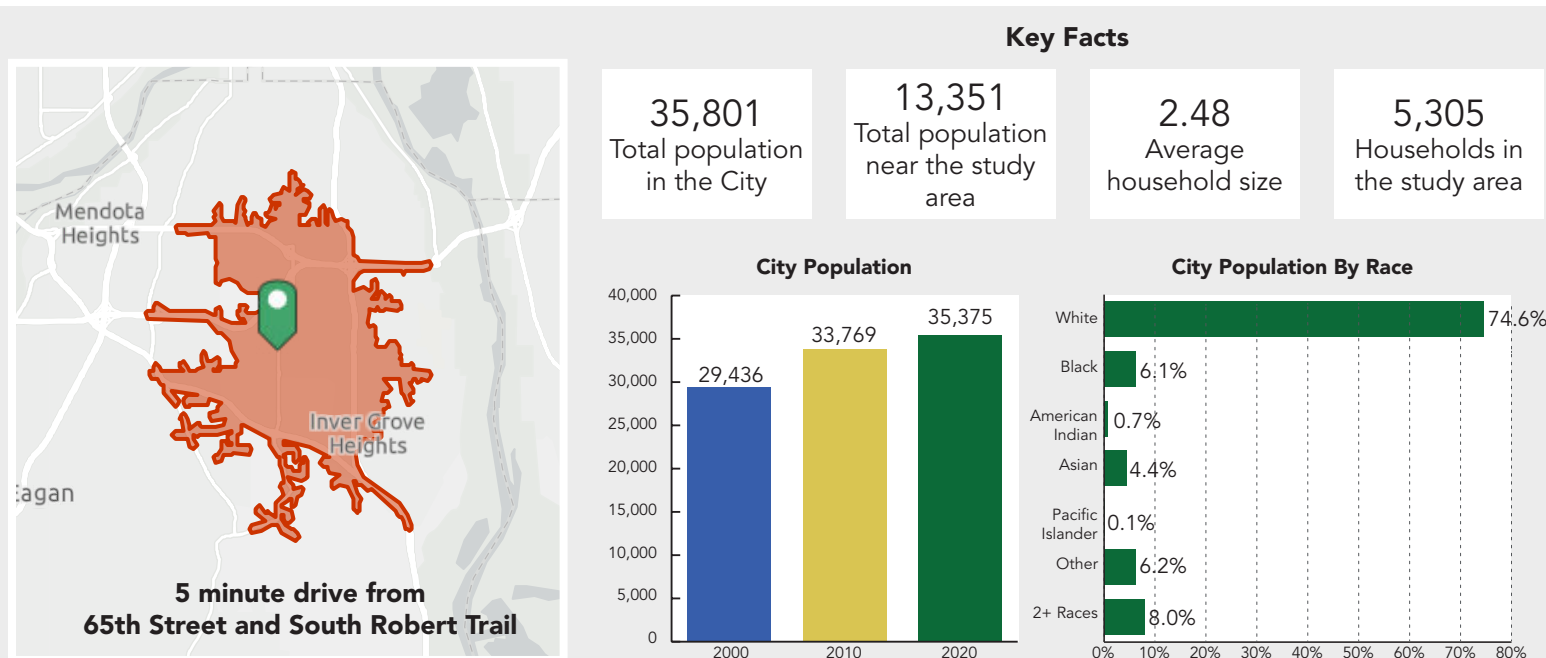


Figure 11: Socioeconomic overview

Existing Planning Studies

This planning study is intended to build off all of the previous plans in this project area. The project team reviewed all relevant plans including: Inver Grove Heights Stormwater Manual (December 2006), Northwest Expansion Area Alternative Urban Area-wide Review (AUAR) Update (May 2020), Northwest Area Collector Street Plan (October 2012), Regional Roadway System Visioning Study (August 2010), NW Area Trunk Utilities North Robert District (DATE), Conceptual Design & Fiscal Impact Report 65th Street Improvements (June 2022), Inver Grove Heights Comprehensive Plan (October 2019), Northwest Water System Study (January 2017).

A summary of each document was discussed as a project team. The final alternatives developed reflect findings, goals, and/or principles from each of these documents.



Figure 12: Images from previous planning studies

Physical Conditions

Topography & Wetlands

The study area has varied topography, many wetlands, and dense tree cover. The natural features in the area create complicated engineering issues, but also provide the opportunity to develop unique and beautiful places for the community. Figure 13 illustrates 10' contours within the study area.

Figure 14 represents an analysis of the slopes. Areas in red illustrate slopes equal to or greater than 20%. These areas have significant impact on the buildable area according to the Northwest Area Zoning Ordinance No. 1148.

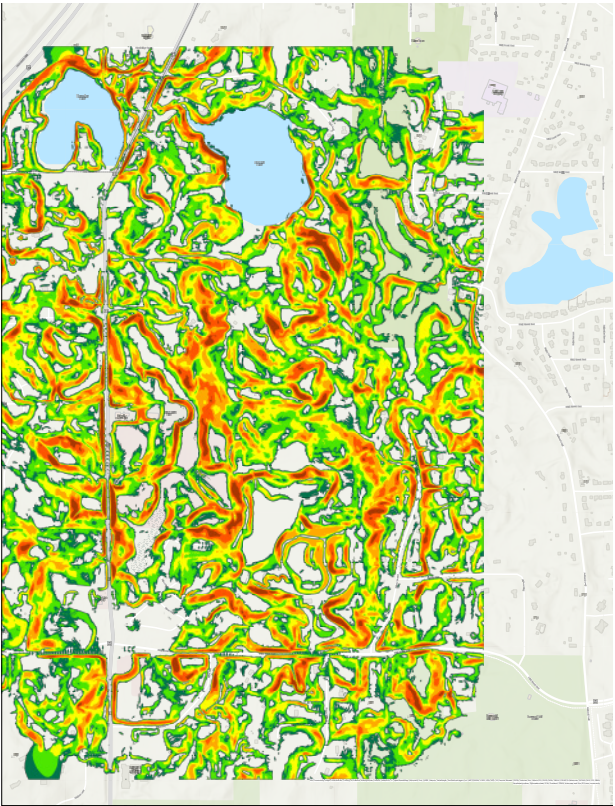


Figure 14: Slopes over 20%

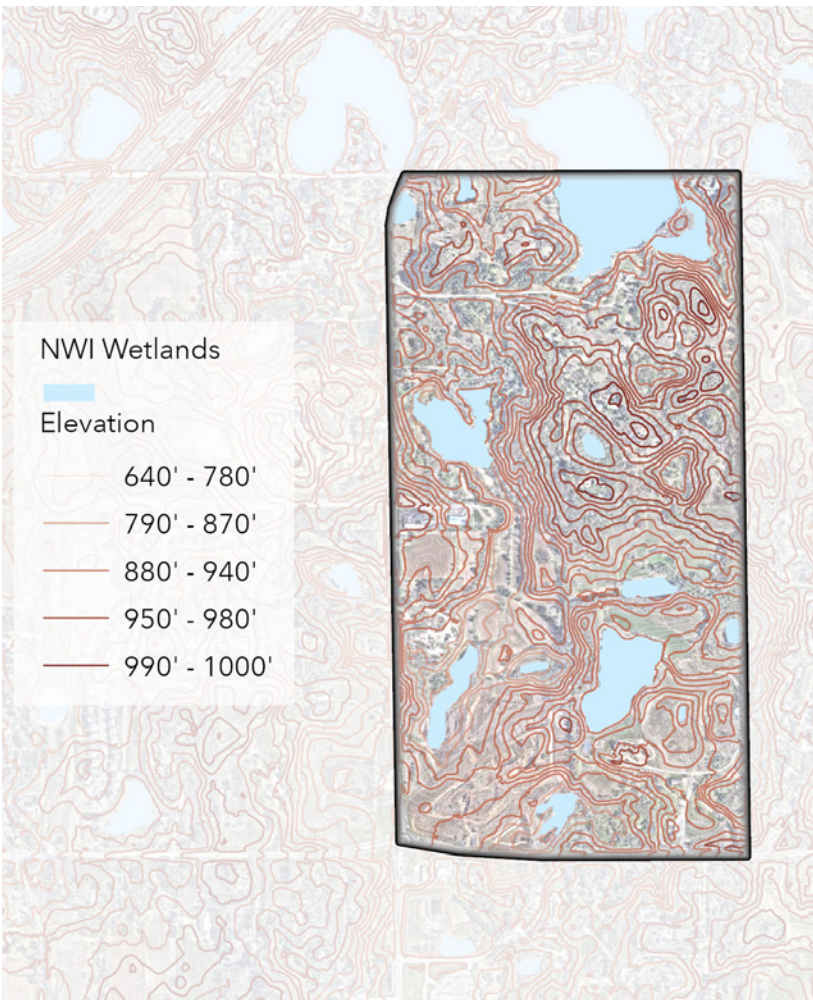


Figure 13: Topography within the study area



Figure 15: Aerial photo of the study area

Annual Average Daily Traffic Counts

Existing traffic patterns, future transportation projects, and growth in this area all influence the feasibility of connecting 65th Street through the study area. Figure 16 represents the Annual Average Daily Traffic (AADT) around the project area. It is a measurement used to represent approximately how many vehicles travel along the roadway in a given day over the course of a year. (Note: the data represented is draft data sourced from MnDOT)

Access

Jurisdiction (or ownership) of the surrounding roadways has a large impact on access into the project area. MnDOT has jurisdiction over South Robert Trail, while Dakota County has jurisdiction over 70th Street. Figure 17 represents the potential allowed access points along South Robert Trail, as described by MnDOT.

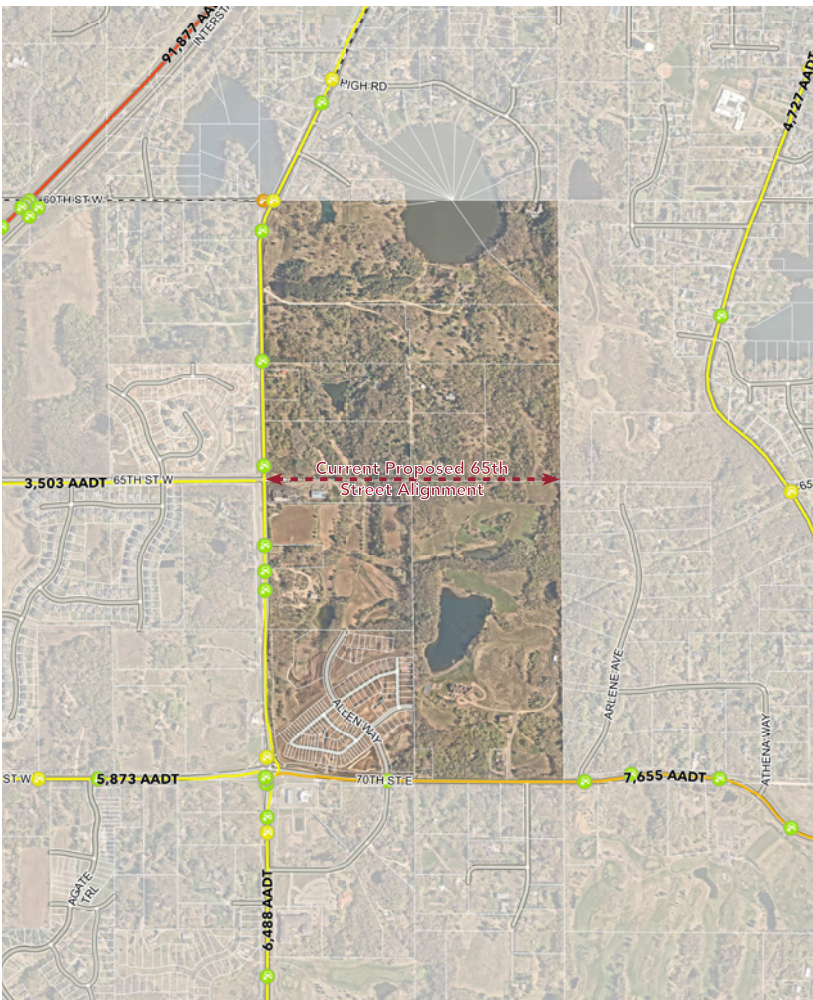


Figure 16: Annual Average Daily Traffic

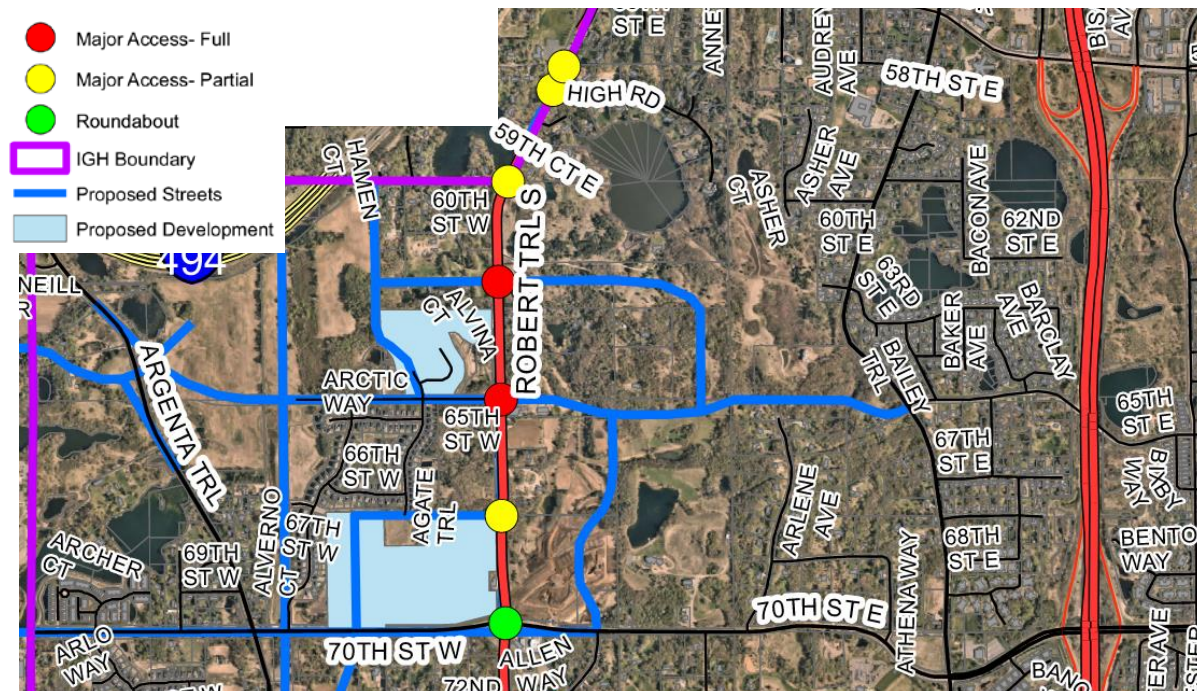


Figure 17: TH 3 Potential Access Points (2021)

Zoning Map

Figure 18 illustrates the current zoning in the study area. The parcels are zoned as PUD, Agricultural, and Estate District. Several of the parcels in the northern half of the study area are currently homestead as well.

Future Land Use Map

The Future Land Use Map guides growth and development within the community. Figure 19 illustrates the Future Land Use that is guided in the study area. The majority of the area is guided for Low Density Residential, which includes lots or parcels ranging from 1 unit per acre to 4 units per net acre. The southeast area is guided for Low-Medium Density Residential, which includes 4 to 8 units per net acre.

The study area is also located within the Metropolitan Urban Service Area (MUSA), which is directed by the Metropolitan Council. This results in a minimum net density of 3 dwelling units per acre for all new developments.

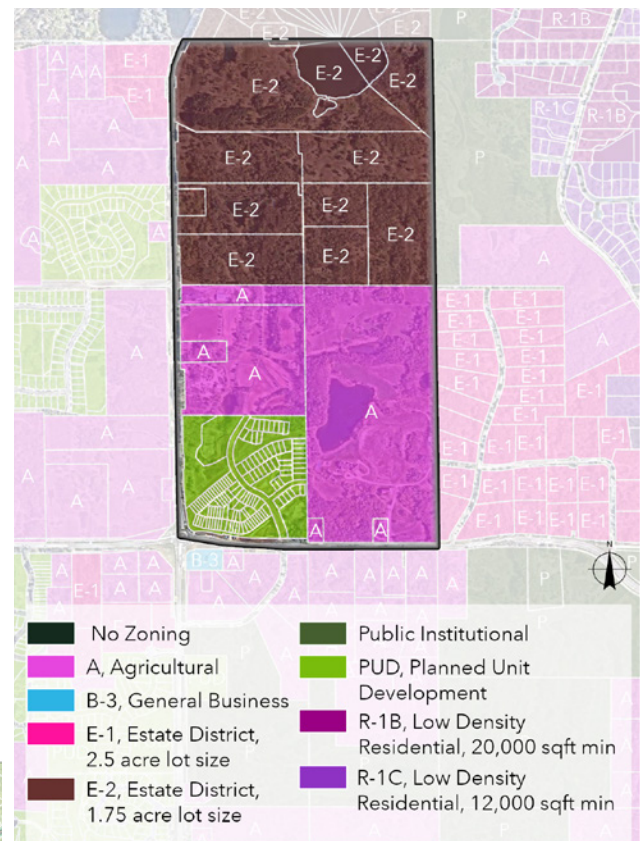


Figure 18: Zoning Map

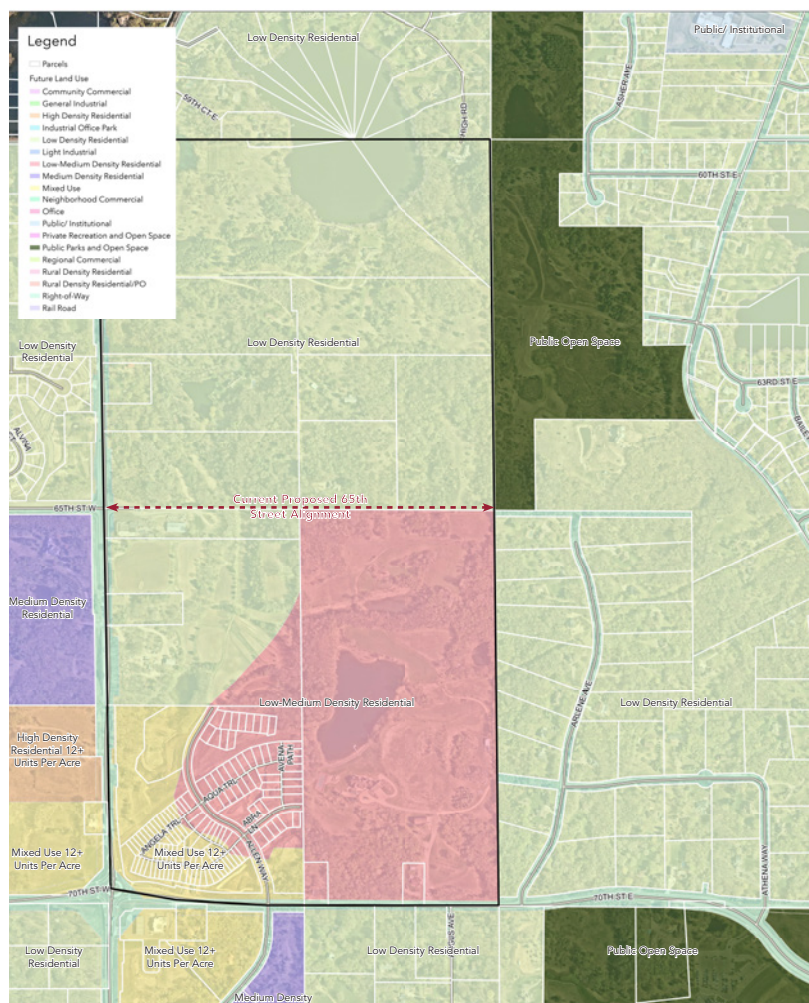


Figure 19: Future Land Use Map

Site Analysis

Figure 20 represents an analysis of the land cover, landforms, and drainage within the study areas. The dense tree cover, represented in a light green color, is most concentrated on the north side. The drainage areas, represented in a green-blue color, highlight low areas that are not ideal for construction. High points are represented with a red cross hatch. This analysis became the basis for many design recommendations made for the alternative concepts.

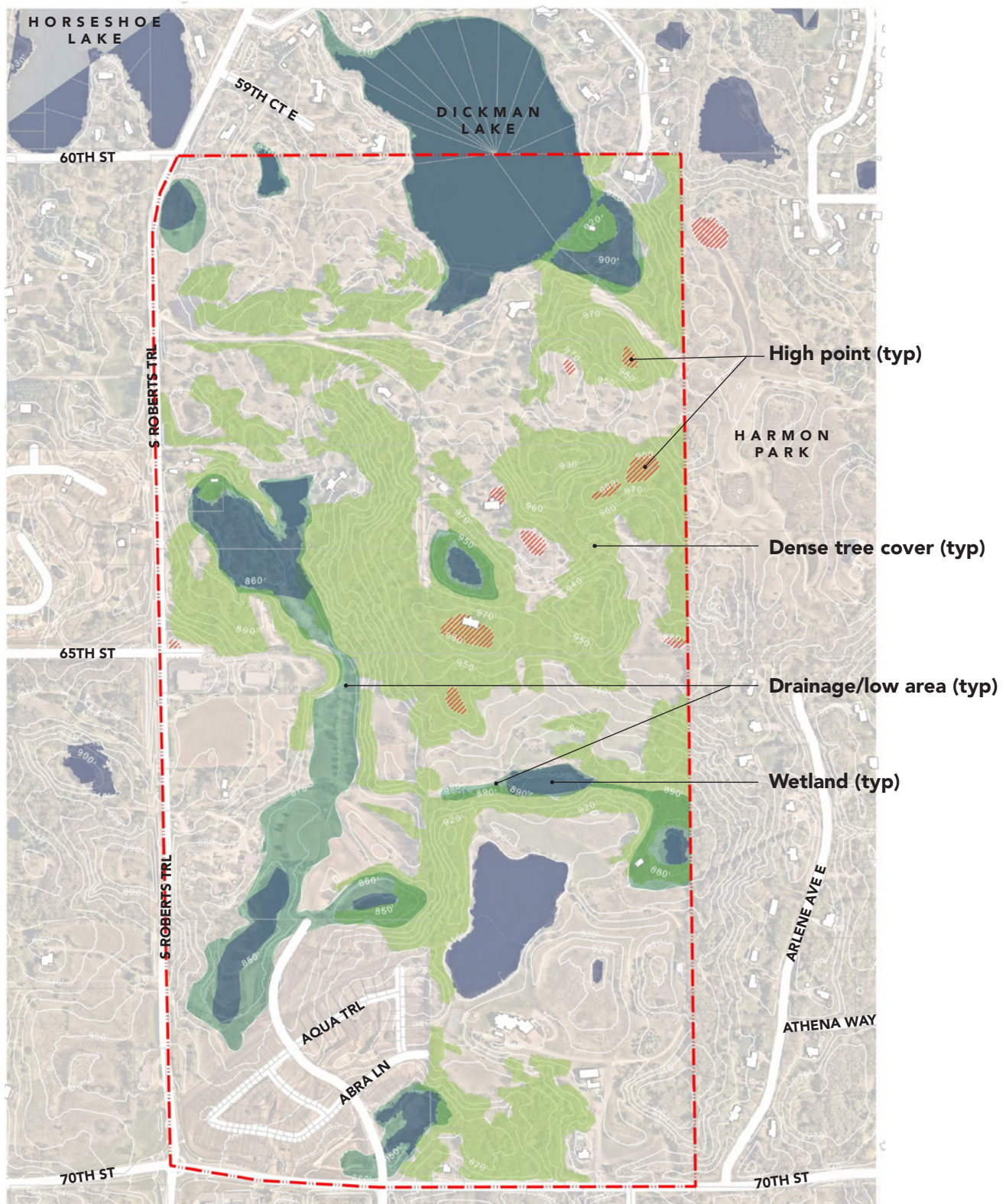


Figure 20: Site analysis within the study area





4

Alternatives Evaluation

Following an analysis of the existing conditions and community and stakeholder engagement, several alternatives were explored. The project team evaluated each one, weighing the trade offs for each concept. The following represents the foundation for decision making, as well as the final alternative recommendations.

Design Development Framework

Following the design charrette and site analysis, the following design development framework was created to serve as the foundation for concept development.

1. Address development from a holistic/district perspective.
2. Work with the natural features in the project area as possible as one of the key assets in the area.
3. Organize development around the green/blue corridors that can support open space, recreational trails and stormwater treatment.
4. Locate high density uses near direct access to South Robert Trail and 70th Street.

Evaluation of Alternatives

Dozens of alternatives were explored throughout the planning process. Each were evaluated based on the goals of the community and stakeholders, as well as the infrastructure constraints and opportunities. Ultimately, the following questions became the framework used to discuss the potential trade offs for each alternative:

Circulation:

Internal: How do people move within the study area?

External: How do people access the study area?

Land Use:

What are the appropriate land uses within the study area, and where should they be located?

What is the potential density, and how does it compare to the existing Comprehensive Plan?

Utility Needs:

How can utilities be connected within, around, and through the study area, based on the existing infrastructure?

Anticipated Costs:

What are the cost trade offs between alternatives?

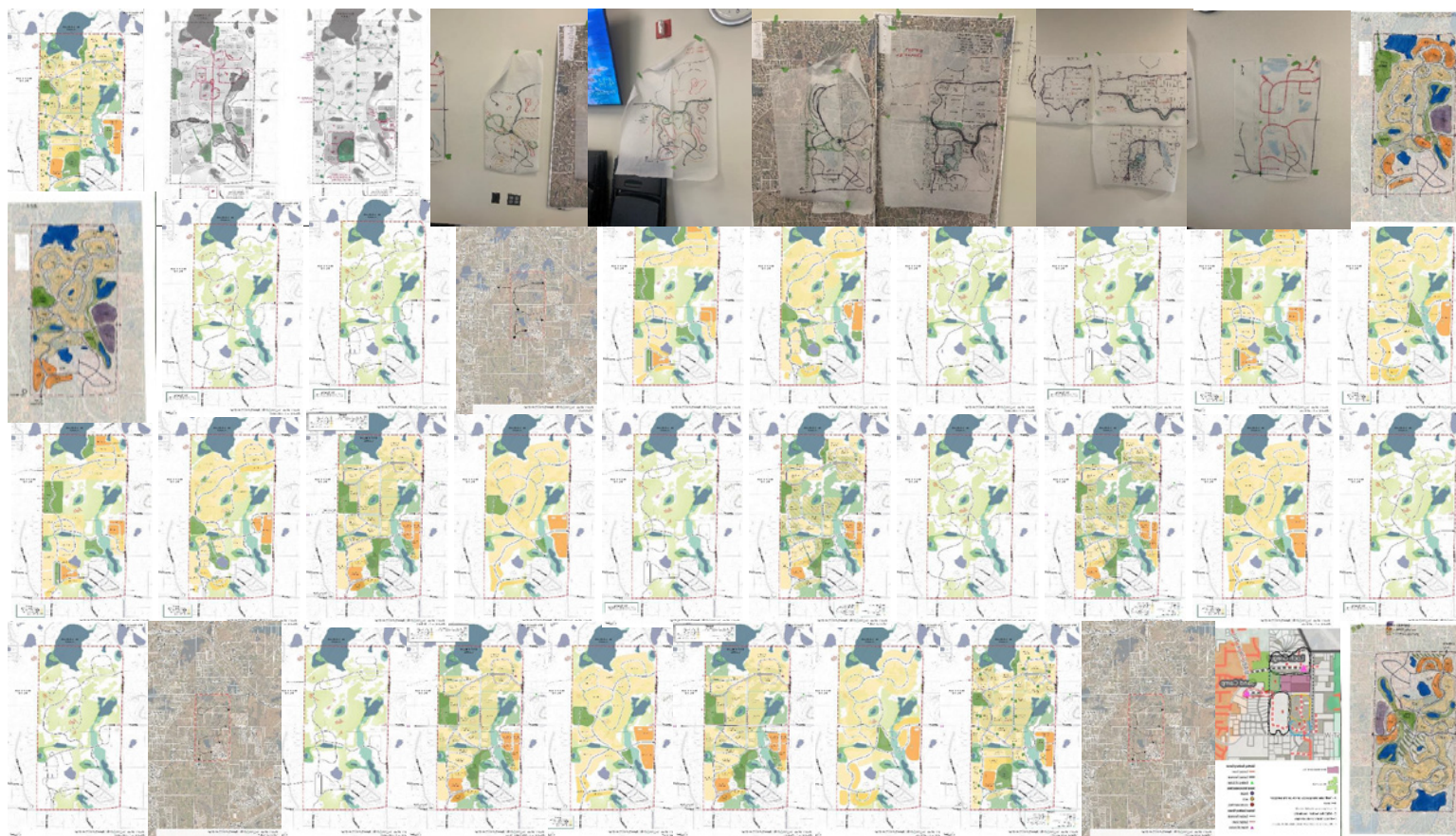


Figure 21: Alternatives explored during the planning process

The following represent the final three alternatives for recommendation.

Alternative 1 - Baseline

The Alternative 1 scenario explores the development potential for the existing, planned 65th Street connection. The alignment shown follows the City’s Comprehensive Plan, as well as the 2022 Conceptual Design & Fiscal Impact Report. This set a “baseline” to compare alternative recommendations.



Figure 22: Alternative 1 - Baseline

City of Inver Grove Heights | 65th Street Small Area Plan

Alternative 2 - No Build

Alternative 2 explores what potential development and circulation could look like in the study area, if 65th Street did not extend from Robert Trail to Babcock Trail. The results of this scenario illustrate that the development potential remains very close to Alternative 1. Access through the previously identified 65th Street corridor east of the planning area to Babcock Trail is still required to make utility connections to the study area.

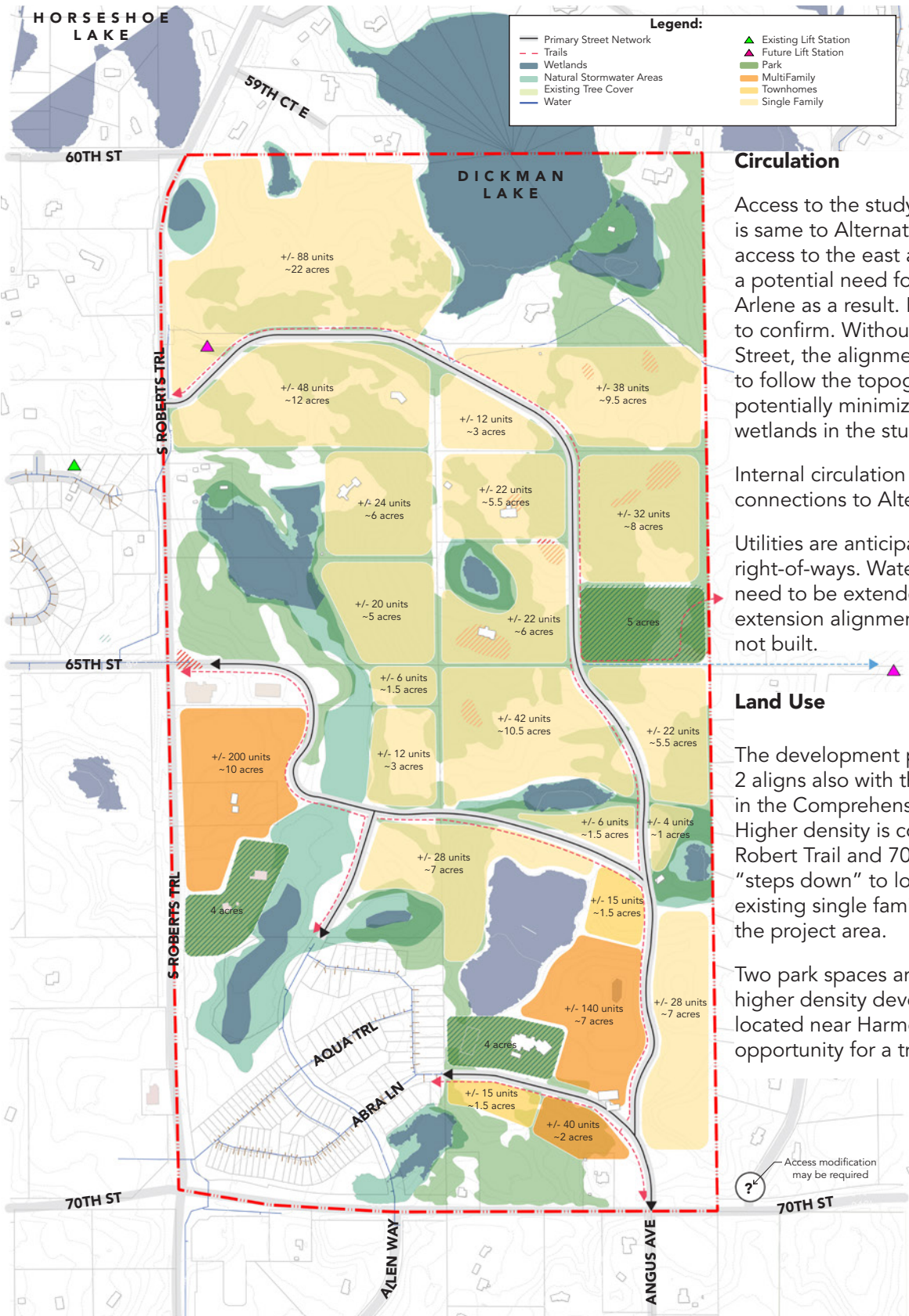


Figure 23: Alternative 2 - No Build

City of Inver Grove Heights | 65th Street Small Area Plan

Alternative 3 - Alternative Route

Alternative 3 illustrates an alternative roadway alignment for the 65th Street extension. This alternative shows a similar level of development potential, but provides a greater length of roadway. The trade offs for this alignment include, more roadway with the potential for less structures, as well as enhanced traffic calming opportunities.

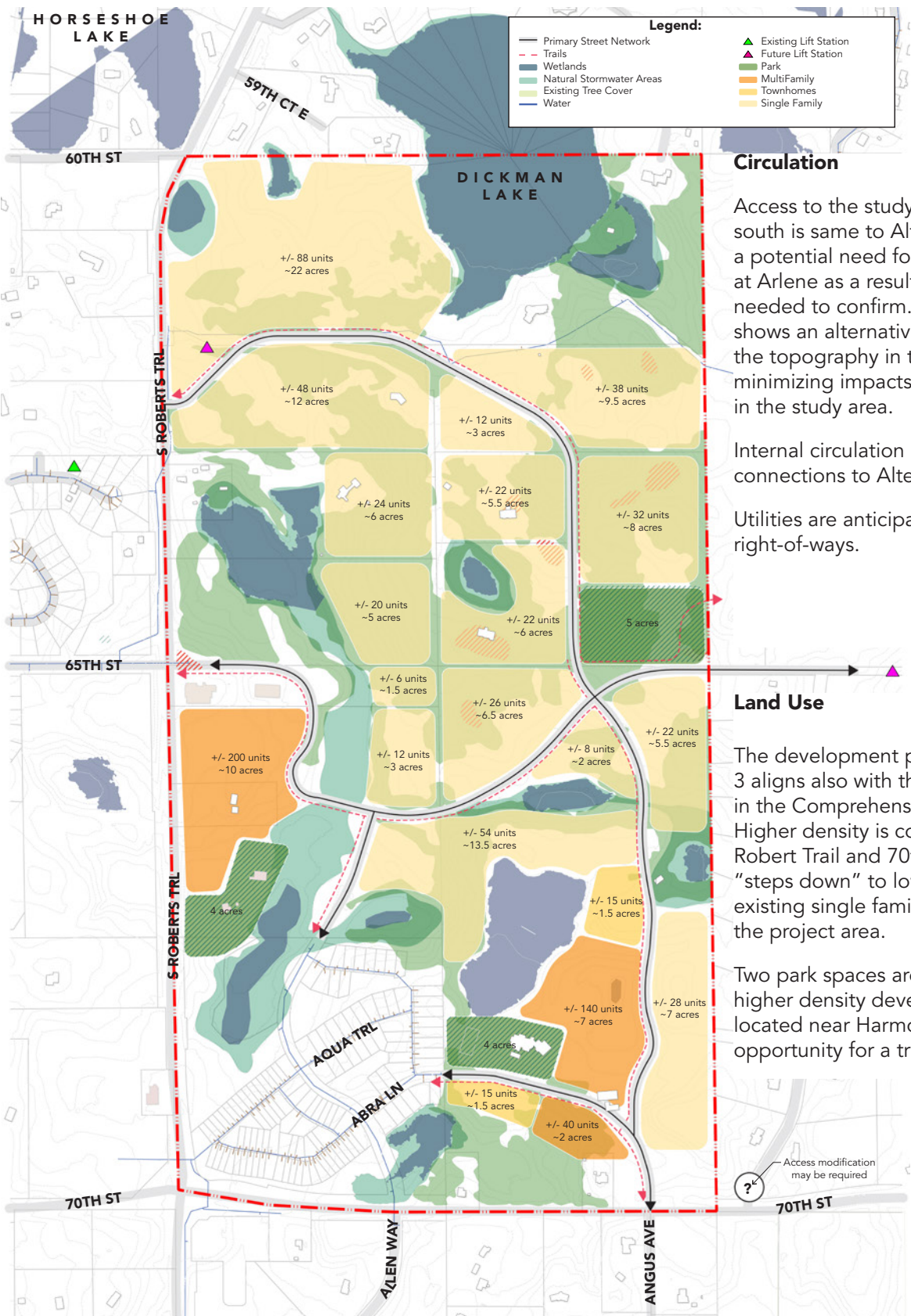


Figure 24: Alternative 3 - Alternative Route

Alternatives Evaluation

The three alternatives were presented in comparison of each other to address the questions posed at the onset of this planning study. Below is a summary of the matrix used to evaluate these scenarios.

A full breakdown of the anticipated costs is included in the appendix.

	Alternative 1: Baseline		Alternative 2: No Build		Alternative 3: Alternative Route	
Quantities	Units	Acres	Units	Acres	Units	Acres
Single Family	462	116	462	116	462	116
Town homes	30	3	30	3	30	3
Multi Family	380	19	380	19	380	19
Total Development Potential	872	138	872	138	872	138
Total Length of Collector Roads	10,800 LF		11,400 LF		11,100 LF	
Anticipated Cost of Collector Roads	\$23,903,710		\$22,242,620		\$21,258,790	

Figure 25: Alternatives Evaluation Matrix

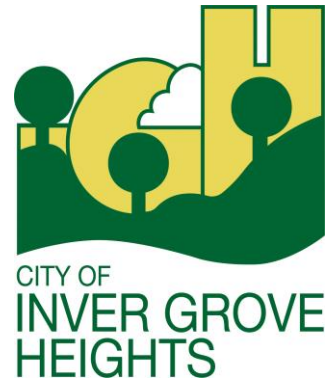


65th Street Small Area Plan

CITY OF INVER GROVE HEIGHTS



Memo



TO: City Council Members
FROM: Brian Connolly, Public Works Director
CC: Kris Wilson, City Administrator
Paul Merchlewicz, City Engineer
DATE: April 12, 2024
RE: 65th Street Extension – TH 3 to Babcock Trail

The 65th Street corridor represents a key corridor for the future development of the Northwest Area of Inver Grove Heights. Development will need key infrastructure to be successful, including roads and utilities. The 65th Street Small Area Plan (herein referenced as the SAP) has highlighted that there may be viable options for development within the SAP study area that can be accommodated with an alternative roadway network. The SAP, however, has limited discussion or detail about impacts to land development potential beyond the SAP boundaries, as that was not within the scope of the SAP effort.

To insure that the comprehensive impacts to the City's public infrastructure are fully vetted and known, I want to share my professional opinion on the importance of a contiguous roadway network for our community, and a utility system that can be accessible for future maintenance needs, while also addressing the importance of key roadway and utility links to the development of the greater Northwest Area of Inver Grove Heights both within and beyond the SAP study area. Some of the items I highlight in this memo are based on the extensive studies performed in the 65th Street corridor and the Northwest Area in the past and supported by data provided in those reports. Other items are less tangible, and based on good engineering practice and judgement, and in some cases, based on general community benefits such as public safety, recreation, and convenience.

From a Public Works standpoint, there are two key components that stand out as justifying the eventual construction of a contiguous 65th Street roadway between TH 3 and Babcock Trail:

- 1) Community Connectivity
- 2) Providing of Utility Service to the Northwest Area

Community Connectivity

The most common method to physically connect a community is through roadways, but items such as trails, parks, greenways, sidewalks, and even the concept of connectivity through communication infrastructure are all methods a community can be "connected". For the purposes of this discussion, I am going to focus my comments on connectivity of roadways, with the assumption that trails/sidewalks would accompany new roads as is standard practice in the Northwest Area.

It is true that past studies have planned for an interconnected roadway network that included a future extension of 65th Street from TH 3 to Babcock Trail. This has been expressed in several studies, as listed below, starting with those highest-level (#1), down to the most detailed/granular studies (#6):

- 1) Comprehensive Plans (1967, 1976, 1980, 1999, 2008, and 2018)
- 2) Northwest Area Alternative Urban Areawide Review (2005, 2014, and updated in 2020).
- 3) Regional Roadway System Visioning Study (2010 and 2022)
- 4) Northwest Area Collector Street Plan (2012)
- 5) 65th Street Small Area Plan (2024)
- 6) 65th Street Feasibility Study/Conceptual Design & Fiscal Impact Report (2016-Present)

These studies assume ***that development is desired by the City of Inver Grove Heights, and that such development as provided for in the City's Comprehensive Plans is "good"***. From an engineering perspective, we rely on these types of past planning studies to inform us about future community priorities and desires, and to provide consistency between past, current, and future staff and City Council members. Except for the current SAP effort and the feasibility studies noted above (Items #5 and #6), all these studies have been accepted and/or adopted by a past City Council and have been utilized to inform staff's work with respect to land development and City infrastructure expansion. Millions of dollars have been invested in the development of roadways and utilities over the history of the City of Inver Grove Heights, including most recently in the Northwest Area, with the expectation that 65th Street will provide a corridor for future roadway and utility connectivity. Projects such as the 65th Street extension west of TH 3, Argenta Trail and 70th Street upgrades, Amana Trail, and several miles of local residential streets have been designed and constructed in the Northwest Area since 2005 due to needs associated with development and growth within the community. These improvements were designed with the expectations that future roadway improvements such as 65th Street would be completed as development occurred to accommodate future traffic and utility needs, as they have been planned for and thoroughly vetted through comprehensive and interconnected planning documents and studies.

As an example, the most recent version of the Regional Roadway System Visioning Study (2022 RRSVS) highlights the need for a 65th Street extension between TH 3 and Babcock Trail to accommodate accessibility needs for both development in the immediate area, and for community connectivity beyond the SAP boundaries. The 2022 RRSVS shows that new development could generate 2,000 vehicles per day along this corridor. If 65th Street was not constructed, the projected 2,000 vehicles per day would need to access the adjacent street network (primarily TH 3 or 70th Street) via "local residential roads". To put into context what 2,000 vehicles per day looks like in terms of an existing street within Inver Grove Heights, consider if the following roadways, which have similar current traffic volumes, did not exist and instead all traffic was routed to an adjacent residential street (or streets):

- 80th Street between Concord Blvd. and Cahill Ave (2,150 vehicles per day)
- Broderick Blvd between 80th Street and Concord Blvd. (2,100 vehicles per day)
- 65th Street between Blaine Ave. and Cahill Ave. (2,200 vehicles per day)
- Barnes Ave from Rich Valley Blvd. to Courthouse Blvd (2,017 vehicles per day)

Both MnDOT and Dakota County have jurisdictional authority over roadways that border the 65th Street study area, and have guidelines related to local roadway location and accessibility. For instance, Dakota County requires a minimum of 1/8 mile intersection spacing for partial access (right-in/right-out), and ¼ mile full access intersection spacing. This spacing guideline would indicate that with a future upgrade of 70th Street between TH 3 and US 52, only one roadway would be given full access to the SAP study area north of 70th Street. MnDOT has indicated through past studies and correspondence that the only "full access" intersections along TH 3 that will be allowed

per their guidelines would be at 65th Street and potentially at 60th Street. Partial access may be granted at other locations, but due to topography and land use characteristics, there are limited locations where this can be provided for the SAP study area.

Perhaps shifting 2,000 vehicles per day on two or three adjacent roadways wouldn't seem like that big of a concern. From a design standpoint, even local residential streets are designed to handle this type of traffic volume. But it's not the street design that becomes a concern to residents who might live along these roads...it's the number of cars, delivery vehicles, garbage trucks, and school buses that garner concern. People in residential neighborhoods have an expectation that their street isn't a collector street. Look no further than recent planning proposals related to the Inverpoint Business Park and new development around 77th Street, or past development proposals like the At Home development in the NW quadrant of 70th Street and TH 3 that have resulted in strong resident opposition to traffic in their neighborhoods. In all these cases, the roadways were designed and could handle the increase in traffic volume, and in all cases, that increase in volume was on the order of 40 (Inverpoint Business Park) to 180 (At Home Development) vehicles per day on adjacent residential streets. If 65th Street is not installed as a community collector, and traffic is routed to alternative residential street connections, each roadway would be expected to see an extra 670 to 1,000 vehicles per day. That's 4-25 times more traffic volume than these development examples. This will likely result in future resident opposition to development that adds traffic, requests for the City Council to reject development proposals, and will likely result in reduced density, tax revenue, and an inability to recoup costs for previously installed infrastructure to handle increased development density.

An additional benefit to having a connected street network is the simple ability to get to and from neighborhoods within the community more quickly and efficiently. These benefits may not be as clearly quantifiable as traffic volumes or costs for construction, but they are valued at some level by most property owners and residents, as identified in the SAP (refer to the "comments" component in Section 2 of the SAP report). The most obvious benefit is emergency response capabilities. Having residential neighborhoods connected by collector streets allows emergency service personnel to respond to emergencies quickly and efficiently by utilizing collector streets to reach a neighborhood. Imagine if other collector streets that the City owns and maintains did not exist, such as Cahill Ave., Blaine Ave., or Upper 55th Street. Without these roads, emergency service personnel would need to weave through interconnected neighborhoods, taking additional time to respond to emergencies. The same can apply to non-emergency services, such as mail or package deliveries, garbage trucks, school buses, or street plowing. All these services would be slowed by the inability to efficiently travel to and from a neighborhood on collector streets.

To summarize these points, continuing to maintain the ability to connect 65th Street in the future has the following benefits:

- 1) Directs local traffic off neighborhood streets to collector streets to connect to county roadways and TH 3.
- 2) Reduces the need for expansion of existing roadways (i.e., TH 3) for future capacity needs.
- 3) Take advantage of previous and ongoing roadway investments that have been made with the assumption that 65th Street will be constructed in the future (i.e., 65th Street west of TH 3, Argenta/I-494 interchange study efforts, 70th Street/Argenta Trail improvements, etc.)
- 4) Allows for more efficient emergency response for police and fire, while also providing more efficient neighborhood access and circulation for services such as garbage haulers, mail and package deliveries, and school bus service.

Providing Utility Service to the Northwest Area

Although briefly touched on in the SAP report, adequate utility service within the Northwest Area is dependent on the development of utilities within and through the area located within the SAP boundaries. Like with roadways, several engineering and planning studies performed over the years have been conducted with the belief ***that development is desired by the City of Inver Grove Heights, and that such development as provided for in the City's Comprehensive Plans is "good"***. As it relates to public utility services, there are three primary utilities that have been studied for future service extension in the Northwest Area:

- 1) Sanitary Sewer
- 2) Watermain
- 3) Storm Sewer

As is required for Comprehensive Plan development, the City must analyze its capacity to accommodate development and growth with its ability provide public utility services. The result is the development of several comprehensive utility plans, like those developed for roadways, to ensure that the City has both the infrastructure capacity and the fiscal ability to provide services for existing and future development within the City.

Sanitary Sewer

For development in the Northwest Area, sanitary sewer studies have been performed in stages as development has occurred since 2005. The most recent and most comprehensive study related to sanitary sewer in the SAP boundaries was completed in 2017, which compared two alternatives for sewer service to the area.

- "Alternative 1" utilized a deep trunk sanitary sewer to provide gravity flow to the south for all areas of the 65th Street Small Area Plan
- "Alternative 2" looked at a less costly, shallower sewer that relied on a combination of gravity sewer and construction of localized lift stations to provide sewer service that would utilize existing trunk sewer to both the south and east of the 65th Street Small Area Plan boundaries.

The City Council adopted the "Alternative 2" study in 2017. This study noted a need for a lift station near 65th Street and Babcock Trail due to existing topography, which would pump sanitary sewer along a future 65th Street alignment along the north boundary of the Inver Grove Acres plat, and then connect to a gravity sewer through the current M&E Investments parcel. A secondary lift station located in the far northwest corner of the 65th Street Small Area Plan boundary area would take sanitary sewer from the northern 1/3 of the study area and redirect it across Harmon Park to a sewer located in 63rd Street.

Watermain

The City completed an initial comprehensive watermain plan for the Northwest Area in 2003, and then updated this plan in 2017. Water service relies solely on hydrostatic pressure to provide enough pressure to serve homes and businesses, and large enough pipe to ensure there is enough volume of water available for both domestic and fire protection needs.

Existing storage and pumping capabilities are adequate to maintain water pressure in the Northwest Area. In order to maintain adequate volume, however, trunk watermain pipes are needed to service the Northwest Area, including within the boundaries of the SAP. Until 2017,

the City only had one trunk watermain to serve the Northwest Area (80th Street east of Babcock Trail). This watermain was sufficient to provide service to the south/central portions of the Northwest Area around Amana Trail (Argenta Hills), with some future extension for looping in the future along TH 3 to 70th Street. As development moved north of 70th Street, the combination of higher elevations and number of new building units required a second watermain connection to the east, to provide enough water volume for development in the Blackstone Ridge, Settlers Ridge, Canvas, and Peltier Reserve Developments. The “looped connection” is also important for fire protection needs, as a consistent volume of water is necessary to fight fires. In 2017/2018, this second looped trunk watermain connection was completed from Argenta Trail to TH 3 along 65th Street, and then north along TH 3 and across the north 1/3 of the SAP study area and through Harmon Park to Babcock Trail. This loop is sufficient to accommodate current development that has been approved, with some additional capacity for future development in the Northwest Area. There are two additional looped connections that will be required to accommodate the future full build-out of the Northwest Area. These watermain loop locations are proposed along 65th Street (TH 3 to Babcock Trail) and along 70th Street (TH 3 to Babcock Trail). At least one of these connections are likely to be needed to accommodate the full build-out of the Lund and M&E Investment parcels within the southern half of the SAP boundaries. From a cost and phasing perspective, making a connection along 65th Street requires less cost to the City, as the costs for construction of watermain are shifted to property developers, and can be best phased to occur with development, whereas the 70th Street connection would likely occur only when 70th Street is reconstructed by Dakota County, and be funded fully by the City. The exact “tipping point” for either connection is yet to be determined, as staff regularly review and update these needs with each subsequent development approval, to ensure the City can continue to maintain adequate domestic water and fire protection with our water system.

Storm Sewer

The storm sewer system in the Northwest Area is less dependent on the pattern and location of development over time, as the City has adopted a policy for Northwest Area stormwater management that essentially keeps stormwater contained within individual developments and focuses on low-impact design principles, such as infiltration, to mitigate the need for downstream flood protection considerations. Although staff are looking at making improvements to the City’s development policies related to stormwater management, given the topography of the area within the SAP boundaries, there is not a substantial impact to the cost or management of stormwater related to the construction of 65th Street in a specific, defined location.

When looking at the three key overlapping public utility plans for future development in the Northwest Area, and particularly, in the SAP boundary, the one key overlap of street, sanitary sewer, and watermain in each respective past comprehensive plan and study is the shared use of a future 65th Street alignment between TH 3 and Babcock Trail. Although it is possible to place water and sanitary sewer utilities in areas that are not within roadways, it is not a desirable approach, particularly for trunk utilities that require more inspection and maintenance, due to their importance in the overall operation of the City’s respective utility systems. Staff regularly flush fire hydrants, clean and televise sanitary sewer, and do preventative maintenance on these systems, which is best performed in accessible locations such as along streets. As an example, the trunk watermain that was installed between TH 3 and Babcock Trail through Harmon Park in 2017/2018, although entirely within a public easement, is still across private property, and is mainly inaccessible for maintenance

purposes, due to overgrowth of easements and general topography. Staff are not able to directly access hydrants for flushing or valve boxes to regularly exercise gate valves from their vehicles and are required to trek through woods and across fields carrying locating and maintenance equipment by hand. This is not only time-consuming but can present a safety concern for maintenance staff. Although we have other locations within the City where water and sewer infrastructure may be outside of roadways, these are generally limited to areas within 200' of a roadway or parking lot; the watermain in this area of the City can be up to 2,500' away from public right of way where a utility vehicle may be positioned. Should excavation for maintenance be required, this becomes a costly logistical challenge to just provide access to the site, even with existing easements. This is an anticipated temporary condition; when the northern portion of the 65th Street Small Area Plan study area develops, the City will request that the trunk watermain be within a future street right-of-way or be relocated (at a developer's expense) to a street right-of-way to ensure its future accessibility.

Although a planned roadway (and accompanying utilities) such as 65th Street may curve or deviate from a proposed alignment, having the utilities share the roadway corridor is imperative to limit the restrictions on future development, ensure adequate maintenance access, and maintain cost efficiencies in construction. Although a sanitary sewer and watermain connection may not be necessary at the exact same time that a 65th Street is constructed to accommodate adjacent development, failure to plan for the future connection and/or construction of these utility facilities will result in the inability to develop within and beyond the SAP study area, with much greater impacts in development likely to be seen for some of the largest tracts of undeveloped property in the Northwest Area, particularly the Ace in the Hole properties, and undeveloped land south/west of TH 55.

Public Works Director Recommendation

My professional opinion, based on the planned build-out of the Northwest Area and existing investments in utility infrastructure within the Northwest Area to-date, is that the City should make every effort possible to construct a street network that allows for the future extension of a roadway between TH 3 and Babcock Trail along a future 65th Street alignment. Having a contiguous 65th Street (one road, not an interconnected collection of local or collector streets) would be in the best interest of maintaining a corridor for vehicles, pedestrians, bicyclists, emergency service access, and public and private utilities to provide service to both the areas in the SAP, and beyond throughout the Northwest Area, in the most cost-effective and efficient manner. It's been stated through this SAP effort that there is no negative impact to the development potential in this area by including or removing a 65th Street connection; it's much more likely to have a negative impact on future development adjacent to the SAP boundaries and throughout the Northwest Area if we do not maintain this flexibility to make such a connection for both street and public utilities.

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

RESOLUTION NO. _____

**RESOLUTION PROVIDING DIRECTION REGARDING THE
FUTURE EXTENSION OF 65TH STREET EAST OF HIGHWAY 3**

WHEREAS, 65th Street is an existing City street that runs approximately from Argenta Trail to Minnesota Trunk Highway 3 (South Robert Street) on the west side of the City, and from Babcock Trail to Carmen Ave on the east side of the City, with a gap in the middle section between Trunk Highway 3 and Babcock Trail; and

WHEREAS, the land surrounding a future 65th St. alignment between Trunk Highway 3 and Babcock Trail lies within the City's northwest development area (NWA) and the regional Metropolitan Urban Service Area (MUSA), and is guided for residential development in the City's 2040 Comprehensive Plan; and

WHEREAS, planning for and ensuring the construction of an appropriate street network, including collector streets which route traffic from local neighborhood streets to connect to streets with higher traffic capacity, such as County Roads and Trunk Highways, is an important function of municipal government; and

WHEREAS, significant and irreversible investments have already been made in the installation of utility infrastructure in the surrounding area which are dependent on connections through the 65th St. corridor in order to support the planned build out of the City's NWA;

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

1. The 65th St. Small Area Study completed by consulting firm TKDA is hereby accepted.
2. Staff and technical advisors to the City shall continue to plan for the eventual connection of 65th St. from Trunk Highway 3 to Babcock Trail, in a time and manner corresponding to applications for development of the land; and shall communicate to prospective developers the City's intent that 65th Street will be developed to the east of Highway 3 in a manner that does not prevent its eventual through connection to Babcock Trail at some time in the future.
3. To the extent practicable, the extension of 65th Street to the east of Highway 3 shall be constructed via the development process to limit financial impacts to the City and its taxpayers and to limit its impacts on property not presently proposed for development.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk



Request for Council Action

SUBJECT: **Rezoning, Preliminary Platting, PUD Development Plan and Easement Vacation for 7101 Argenta Trail**

MEETING DATE: April 22, 2024

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

The Council is asked to consider the attached Rezoning Ordinance, Resolutions relating to a Preliminary Plat and Preliminary PUD Development Plan, and Vacation of existing Drainage and Utility Easement.

Requires 3/5th vote

60-day deadline: 4/22/2024 (extended by applicant)

BACKGROUND

The applicant is proposing a commercial/residential development consisting of 157 total units containing a mix of 3-story buildings in 6 unit structures and 2-story buildings in 3, 4, 5, and 6 unit structures. The commercial portion consists of approximately 15,000 square feet of future commercial/retail space in two buildings. There is also a proposed clubhouse with a pool area for the residents.

The project would be constructed in phases with the residential portion being developed first in one phase and the retail would follow in a future phase. The property sits in the southwest quadrant of the intersection of 70th St. and Argenta Trail in the northwest area of Inver Grove Heights.

REZONING

The property is guided Mixed-Use which anticipates a mix of approximately 70% residential and 30% commercial uses, with the residential densities falling in the range of 12-35 units/acre. The proposed development complies with the percentage mix and would have a density of 12 units/acre.

The proposed zoning for the site would be Multiple Family Residential (R-3C/PUD) and General Business (B-3/PUD). The project meets these zoning standards and is consistent with the comprehensive plan.

PRELIMINARY PLAT

The preliminary plat consists of three lots and two outlots. Right of way would be dedicated for the extensions of 71st, 73rd and Archer Trail. The townhouses would be on the three platted lots. One of the outlots is for future commercial development and one is for ponding for the site.

The Parks and Recreation Advisory Commission has reviewed this request and recommended accepting a cash-in-lieu of land contribution to satisfy park dedication requirements, as the area is

served by Vista Pines park.

PRELIMINARY PUD PLANS

The first phase of the project would be the 157 townhome units. The commercial portion is for a future phase which would most likely occur once the townhomes are built and occupied.

The applicant is requesting flexibility from some building setbacks and from total building coverage. Setbacks along Archer Trail would be reduced to 10 feet and 15 feet from the rear of buildings along 71st Street and 73rd Street. The Council has approved similar flexibility from street setbacks in several other NWA developments. With proposed 60 foot wide rights-of-way, there is still sufficient setback between building and street surface. Buildings would be approximately 25 feet from Archer Trail and 45 feet from 71st Street. There is an extra wide right-of-way between the property and 72nd Street, so the clubhouse building would be approximately 45 feet from the street surface. Staff supports these flexibility requests.

Building coverage would be at 28% of the site. The greater building coverage is being requested because some of the units would have wider footprints to reduce the height of the buildings abutting the residential neighborhood to the west. Staff also supports this request.

EASEMENT VACATION

An easement for utility and drainage purposes was acquired from the current owner in 2016. Its purpose was to provide an easement for city sewer and water utilities following the 71st Street alignment extending east to Argenta Trail. At that time, it was also thought that 71st would extend and intersect with Argenta Trail. The easement is 60 feet wide. Since 2016, it has been determined that 71st Street will not extend east to connect to Argenta Trail. Therefore, the full width of 60 feet east of Archer Trail is no longer needed. Only sufficient width to provide for existing public utilities is needed. Engineering has reviewed this request and finds it acceptable with the new easement width that will be dedicated on the new plat. The easement will not be vacated until a final plat has been approved by the City Council.

FISCAL IMPACT

N/A

RECOMMENDATION

The Planning Commission recommends approval of the project with the conditions listed in the resolutions (9-0).

Staff also recommends approval of the project as presented.

ATTACHMENTS

1. Location Map
2. Preliminary Plat and PUD Resolution
3. Rezoning ordinance
4. Easement Vacation Resolution
5. Planning Commission Recommendation
6. Staff Report
7. Resident Comments



Location Map

Case No. 23-46PDZ



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

RESOLUTION NO. 24-

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD
DEVELOPMENT PLAN CONSISTING OF 157 TOWNHOME UNIT, 15,000 SQUARE FEET
OF RETAIL AND A PLAT CONSISTING OF THREE LOTS AND TWO OUTLOTS FOR THE
PLAT AND PLANNED DEVELOPMENT TO BE KNOWN AS ARCHER TRAIL**

CASE NO. 23-46PDZ

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

See Exhibit A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on December 5, 2023;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Archer Trail is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans and Final PUD Plan 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	dated 10/25/23
Site Plan	dated 11/20/23
Open Space Plan	dated 11/20/23
Grading Plan	dated 11/20/23
Utility Plan	dated 11/20/23
Landscape Plan (3 sheets)	dated 11/20/23
Tree Preservation Plans	dated 11/20/23

***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, street plans and utility plans shall be approved by the City Engineer and subject to all conditions noted by the City Engineer and consultants in their review memos.
3. The PUD shall be approved with the following specific standards:
 - a) Building setbacks from right-of-way. Ten (10) feet along side of building along Archer Trail and 15 feet from rear of building along 71st Street.
 - b) Building front setback from right-of-way. Fifteen (15) feet along 73rd Street.
 - c) Clubhouse setback along 72nd Street: 20 feet.
 - d) Multiple family building coverage.
4. Drainage and utility easements shall be provided on the final plat as required by the City Engineer.
5. 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.
6. Park dedication shall be made in the form of a cash contribution based on the recommendation of the Parks and Recreation Advisory Commission.
7. The final plan set shall be subject to the review and approval of the city Fire Marshal.
8. 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 the lots and outlots within the development.
9. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading.
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
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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 and such other related agreements, the form and terms of which shall be acceptable to the City.
13. 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.
14. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.
15. Prior to City Council approval of final plans, a wetland delineation must be approved through the WCA process and if any mitigation is necessary, wetland mitigation plans must be submitted, reviewed and approved through the WCA approval process.
16. A new drainage and utility easement shall be dedicated on the final plat replacing the existing drainage and utility easement recorded with the Office of the Dakota County Recorder, Document No. 3127042, and vacation of that easement shall occur in conjunction with recording of the final plat.
17. The developer shall be responsible to ensure the open space as shown on the Open Area Exhibit remains in open space and is controlled by Developer, a homeowners' association, or other entity acceptable to the City.. An agreement suitable to the city shall be filed by the owner to assure the continued operation and maintenance of the open space areas and amenities.

Resolution No. _____

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Passed this 22nd day of April, 2024.

AYES:

NAYS:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A

The Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West, EXCEPT the West 620.12 feet thereof.

FURTHER EXCEPTING from the above described property:

That part of the NE 1/4 of the NW 1/4 of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Beginning at the northeast corner of said NE 1/4 of the NW 1/4; thence West (assumed bearing) along the north line thereof a distance of 167.51 feet to the centerline of S.A.H. No. 63; thence South 16 degrees 27 minutes 56 seconds East along said centerline a distance of 557.51 feet; thence southeasterly along said centerline along a tangential curve concave to the west radius of 549.30 feet and a central angle of 2 degrees 57 minutes 13 seconds a distance of 28.32 feet; thence East, parallel with said north line, not tangent to last described curve a distance of 344.59 feet, more or less, to a point 994.89 feet west of the east line of the NW 1/4 of the NE 1/4 of said Section 7; thence North 00 degrees 08 minutes 40 seconds West parallel with said east line a distance of 562.00 feet to the north line of said NW 1/4 of the NE 1/4; thence West along said north line a distance of 341.01 feet, more or less, to the point of beginning.

AND EXCEPTING Parcel 20, Dakota County Road Right of Way Map. No. 435.

**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. 23-46PDZ

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, and the official zoning map of the City of Inver Grove Heights are hereby amended to rezone the following described property located within the City of Inver Grove Heights from A-Agricultural to Planned Unit Development, B-3, General Business District and R-3B, Multiple Family Planned Unit Development to wit:

Existing Legal Description of Property

The Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West, EXCEPT the West 620.12 feet thereof.

FURTHER EXCEPTING from the above described property:

That part of the NE 1/4 of the NW 1/4 of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:

Beginning at the northeast corner of said NE 1/4 of the NW 1/4; thence West (assumed bearing) along the north line thereof a distance of 167.51 feet to the centerline of S.A.H. No. 63; thence South 16 degrees 27 minutes 56 seconds East along said centerline a distance of 557.51 feet; thence southeasterly along said centerline along a tangential curve concave to the west radius of 549.30 feet and a central angle of 2 degrees 57 minutes 13 seconds a distance of 28.32 feet; thence East, parallel with said north line, not tangent to last described curve a distance of 344.59 feet, more or less, to a point 994.89 feet west of the east line of the NW 1/4 of the NE 1/4 of said Section 7; thence North 00 degrees 08 minutes 40 seconds West parallel with said east line a distance of 562.00 feet

to the north line of said NW 1/4 of the NE 1/4; thence West along said north line a distance of 341.01 feet, more or less, to the point of beginning.

AND EXCEPTING Parcel 20, Dakota County Road Right of Way Map. No. 435.

Which property is being platted as the Plat of Archer Trail, and rezoned as follows:

**Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3, Archer Trail to R-3B, Multiple
Family Planned Unit Development
and
Outlot B, Archer Trail to B-3, General Business Planned Unit Development**

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 passage publication according to law.

Enacted and ordained into an Ordinance this 22nd day of April, 2024.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. 24-_____

**RESOLUTION PROVIDING FOR THE VACATION OF
A PERMANENT UTILITY AND DRAINAGE EASEMENT RECORDED AS DAKOTA COUNTY
DOCUMENT NUMBER 3127042
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 B-LEGAL DESCRIPTION OF DRAINAGE AND UTILITY EASEMENT AREA
AND EXHIBIT A-LEGAL DESCRIPTION OF PROPERTY BEING PLATTED AS THE PLAT OF
ARCHER TRAIL**

WHEREAS, the Owner and Developer of the real property identified on Exhibit A have applied to the City of Inver Grove Heights to plat the property as the plat of ARCHER TRAIL; and

WHEREAS, the Inver Grove Heights City Council has approved the preliminary plat of ARCHER TRAIL, which plat includes the dedication of certain drainage and utility easements; and

WHEREAS, Owner and Developer have not yet applied for final plat approval for the Plat of ARCHER TRAIL and no final plat has been approved or released to the Owner and Developer for recording; and

WHEREAS, upon recording of the Plat of ARCHER TRAIL, the Property platted as Archer Trail will be encumbered by the drainage and utility easements dedicated on that Plat, and the existing drainage and utility easement recorded as Document No. 3127042 and legally described in Exhibit B will no longer be required by the City and will need to be vacated to allow for development of the Property in the manner contemplated by the Preliminary PUD plans approved by the City; and

WHEREAS, a public hearing on the vacation of the Utility and Drainage 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; and

WHEREAS, a public hearing on the vacation of the Utility and Drainage Easement was held by the Planning Commission of Inver Grove Heights on December 5, 2023, 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; and

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

WHEREAS, the City Council of Inver Grove Heights has determined that the proposed vacation of said easement would be in the public interest provided that revised drainage and utility easements are provided on the plat of ARCHER TRAIL that meet the City's requirements for such easements.

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 Utility and Drainage Easement situated in the City of Inver Grove Heights, Dakota County, Minnesota, to wit:

SEE EXHIBIT B-Legal Description of the Existing Drainage and Utility Easement Area

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

Adopted by the City Council of Inver Grove Heights this 22nd day of April, 2024.

Brenda Dietrich, Mayor

ATTEST:

|

Rebecca Kiernan, City Clerk

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREAS

A perpetual easement for drainage and utility purposes and all such purposes ancillary, incident or related thereto, being a strip of land 60.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 30.00 feet to the right and 30.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of North 89 degrees 48 minutes 02 seconds East along the north line of said Northwest Quarter of the Northeast Quarter, a distance of 65.35 feet to the point of beginning of the line to be described; thence South 01 degree 10 minutes 02 seconds East, a distance of 556.53 feet; thence South 89 degrees 26 minutes 41 seconds West, a distance of 169.78 feet; thence South 89 degrees 24 minutes 04 seconds West to the most westerly line of said Parcel A, and said line there terminating.

EXCEPT that part thereof lying within the existing right-of-way of Argenta Trail (County State Aid Highway 63).

The sidelines of said perpetual easement shall be prolonged or shortened to terminate at the most westerly line of said Parcel A.

Together with a temporary easement for construction purposes, being 105.00 feet wide, over, under and across the hereinafter described Parcel A, lying 105.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of North 89 degrees 48 minutes 02 seconds East along the north line of said Northwest Quarter of the Northeast Quarter, a distance of 65.35 feet to the point of beginning of the line to be described; thence South 01 degree 10 minutes 02 seconds East, a distance of 617.65 feet, and said line there terminating.

Together with a temporary easement for construction purposes, being a strip of land 60.00 feet wide, over, under and across the hereinafter described Parcel A, lying 60.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of North 89 degrees 48 minutes 02 seconds East along the north line of said Northwest Quarter of the Northeast Quarter, a distance of 65.35 feet to the point of beginning of the line to be described; thence South 01 degree 10 minutes 02 seconds East, a

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pt. NENW }
Ⓐ DP

distance of 556.53 feet; thence South 89 degrees 26 minutes 41 seconds West to the center line of Argenta Trail (County State Aid Highway 63), and said line there terminating.

EXCEPT those parts lying within the above described perpetual and temporary easements and within the existing right-of-way of Argenta Trail (County State Aid Highway 63).

Together with a temporary easement for construction purposes, being a strip of land 165.00 feet wide, over, under and across the hereinafter described Parcel A, lying 105.00 feet to the right and 60.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of North 89 degrees 48 minutes 02 seconds East along the north line of said Northwest Quarter of the Northeast Quarter, a distance of 65.35 feet; thence South 01 degree 10 minutes 02 seconds East, a distance of 556.53 feet; thence South 89 degrees 26 minutes 41 seconds West, a distance of 169.78 feet; thence South 89 degrees 24 minutes 04 seconds West, a distance of 260.77 feet to the point of beginning of the line to be described; thence continuing South 89 degrees 24 minutes 04 seconds West to the most westerly line of said Parcel A, and said line there terminating.

EXCEPT that part lying within the above described perpetual easement.

The sidelines of said temporary easement shall be prolonged or shortened to terminate at the most westerly line of said Parcel A.

Said temporary construction easements shall expire on December 31, 2017.

Parcel A:

Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West, except the West 620.16 feet thereof and the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 27 North, Range 22 West except the East 313.73 feet thereof and **except** the North 500 feet of the West 435.16 feet of the East 994.89 feet thereof.

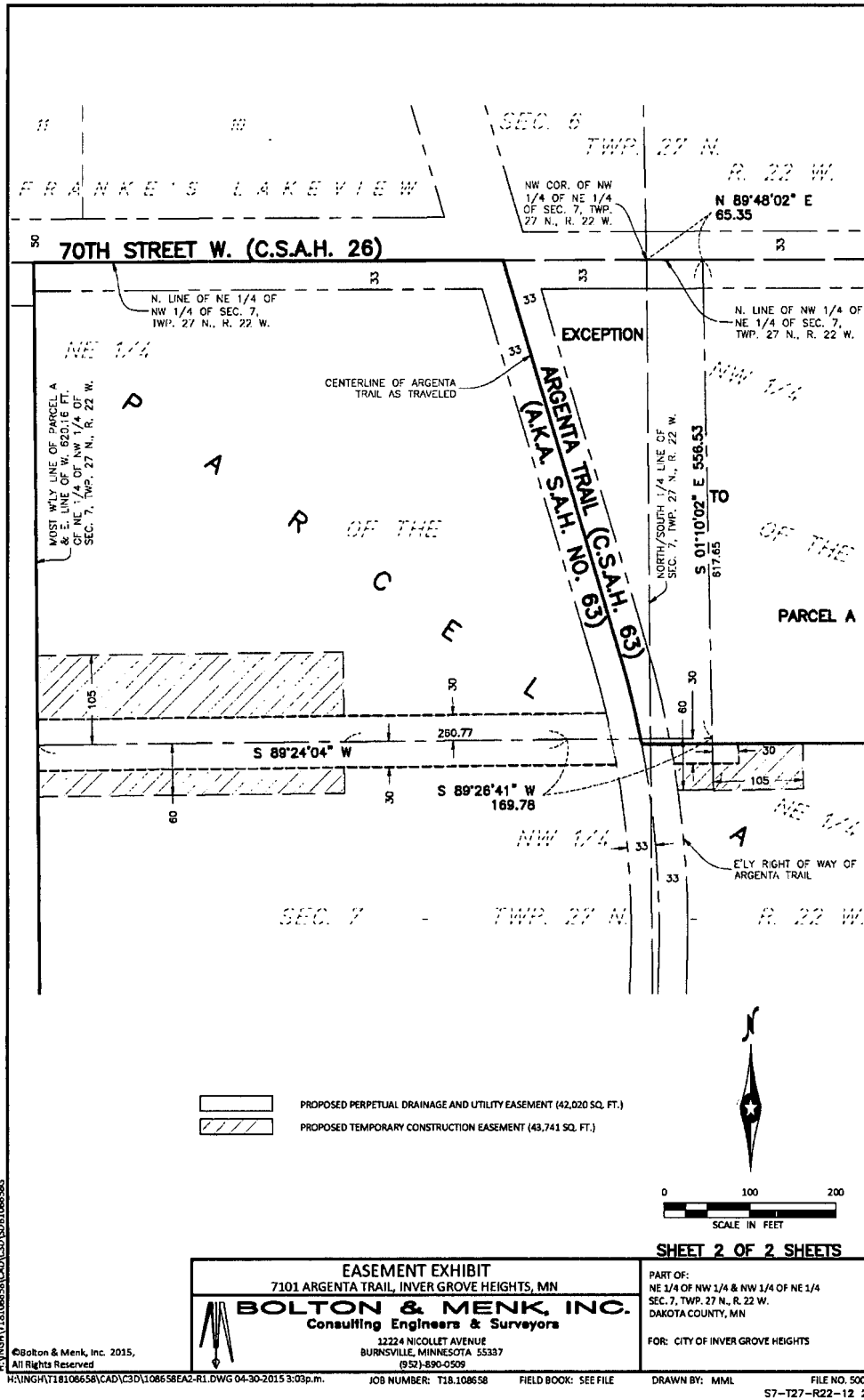
FURTHER EXCEPTING from the above described property:

That part of the NW 1/4 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 7, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the northeast corner of said NE 1/4 of the NW 1/4; thence West (assumed bearing) along the north line thereof a distance of 167.51 feet to the centerline of S.A.H. No. 63; thence South 16°27'56" East along said centerline a distance of 557.51 feet; thence southeasterly along said centerline along a tangential curve concave to the west, radius of 549.30 feet and a central angle of 2°57'13" a distance of 28.32 feet; thence East, parallel with said north line, not tangent to last described curve a distance of 344.59 feet, more or less, to a point 994.89 feet west of the east line of said NW 1/4 of the NE 1/4; thence North 0°08'40" West, parallel with said east line a distance of 562.00 feet to the north line of said NW 1/4 of the NE 1/4; thence West along said north line a distance of 341.01 feet, more or less, to the point of beginning.

AND FURTHER EXCEPTING

The west 246.00 feet of the East 559.73 feet of the NW 1/4 of the NE 1/4 of Section 7, Township 27, Range 22.

Abstract Property



**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: December 5, 2023

Request for a Preliminary Plat for a three lot, two outlot plat; and Vacation of an existing drainage and utility easement; and a Preliminary Planned Unit Development to develop a 157-unit townhouse, 2 building retail project; and Rezoning from A, Agricultural to R-3C/PUD, Multiple Family Residential Planned Unit Development District and B-3/PUD, General Business Planned Unit Development District. (Stuart Development Corporation - Case No. 23-46PDZ)

Reading of Public Notice

Commissioner Weber read the Public Hearing Notice. Notices were mailed to 86 property owners on November 16, 2023.

Commissioner Twedt arrived to the meeting at 7:09 pm

Presentation of Request

City Planner Allan Hunting presented the requests for property located on the west side of Argenta Trail, south of 70th Street. This is a four (4) part application:

1. Rezoning: The Comprehensive Plan for the property is mixed use; intended for high density residential and part commercial. The comprehensive plan recommends a 70/30 mix with 70 being residential and 30 being commercial. 157 units comes in at 12 units per acre. Zoning would be R-3C for multiple family and B-3 for general business and is consistent with the Comprehensive Plan. The subdivision plat consists of 3 lots and 2 outlots separated by the public street dedication. The townhomes and clubhouse are being platted on the southern half of the site in the 3 lots. Outlot B would be future retail, Outlot A is a remnant piece between the development and the public street.
2. Vacation: The City created/dedicated a 60 foot wide Easement. A connection to Argenta Trail would no longer be allowed. The area includes public utilities. The applicant is requesting to reduce the width of the Easement, vacate it in its entirety, and to rededicate the northern half to allow for more space for some of the units. Engineering reviewed and is comfortable with the width proposed.
3. PUD/Site Plan: The project includes the townhome units on the southern half, future phase of retail on the west side, and stormwater ponding on the east side. The townhomes consist of a mix of 2 story (west half) and 3 story (east half) units and a mix of 3, 4, 5, and 6 unit buildings. The project conforms to all standards in the northwest area. There are flexibilities being requested.

4. Setbacks: From the property lines/right of way along public street. Requesting the side walls on both sides to be 10 feet from the right of way of Archer Trail, 30 feet is required.

There is a reduction in the rear yard setback along 71st where 30 feet is required, the request is for 15 feet. Setback from the right of way for the clubhouse is less. When taking into account the extra wide right of way, it is a significant distance from the street.

The Council has approved setback flexibilities for other projects in the past. Staff has not noted an issue with those, they are similar with what has been approved before. Setback for the townhome building coverage is because they are proposing 2 story buildings and need larger footprints. The coverage would be 28% where 20% is the maximum by code. Reducing the height of the structures requires a wider footprint. Staff reviewed and found that it meets all standards with exception to those addressed. Staff recommends approval of the request with the conditions listed in the report.

Vice Chair Clancy requested confirmation that the request reaches the bottom end of the units per acre usage for this land with 12.9. He asked if the applicant provided what the units per acre would be if switching to a vertical build but still met the setback requirements.

City Planner Hunting replied that no alternatives were given.

Vice Chair Clancy asked if there were setback requests along Argenta Trail or 70th Street.

City Planner Hunting responded no, those far exceed the requirements.

Commissioner Weber referenced an area and asked how close they were to the drainage and utility easement.

City Planner Hunting responded it would be outside of that with the revised drainage and utility easement, but close. There is no required setback from those easements. Engineering checked to make sure if any work needed to be done, it would be sufficient from where the pipes are. This has been addressed and fixed since the first set of plans were submitted.

Motion by Weber, Second by Heidenreich, to Accept the communications received from residents into the record.

Ayes: 9

Nays: 0 Motion carried.

Opening of Public Hearing

Ryan Dunlay, 1000 West 80th, Bloomington, Stuart Development Corporation, Applicant, stated they are a local development company that owns and manages apartments in the Twin

Cities and Wisconsin. They have been doing this since 1970 and still own the first building they built in 1970. He stated he has read and understands the report. He mentioned with the density on this project, a vertical project could hold up to 420 units with 35 per acre. After receiving comments from the neighbors they felt that townhomes were a good transition from the neighborhood.

Chair Niemioja asked when the 2nd Phase of commercial would begin.

Mr. Dunlay responded that they met with the city's Retail Consultant and asked what was recommended for the location. They are unsure today what would go there. As development and people come to the area, they will market the area accordingly.

Commissioner Schaefer referenced the report where there were questions about the delineation of wetlands and that it could not be determined until next year. She asked how that would affect the net developable area and what it could do for the number of units.

Mr. Dunlay replied a report was done, he did not believe there was an issue.

Commissioner Schaefer questioned what the impact would be if there was an issue.

Mr. Dunlay responded that he did not know the impact because they do not know that there is one. If something needed to be done they would have to work around it.

City Planner Hunting stated the developer did a wetland delineation report which was submitted through the Wetland Conservation Act process with Dakota County Soil and Water. They did a site walk of the area and thought there may be some vegetation approximately 900 square feet in size. This would not have any impact on the development or on the net developable area due to the small size. Due to the lateness of the season this would have to be re-evaluated in the spring for Soil and Water to determine if it is a wetland area. The area he believes they are referencing may be a part of the ponding area, not the developable area.

Commissioner Schaefer requested more information about the trees. Her understanding was that all of the trees would be removed and the excess over the 40% would be replanted, but not right away. She asked where there would be trees.

Robert Binder, Landscape Architect, Civil Site Group, replied they are not removing all of the trees. There is an area with heritage trees that they would not remove. They are replacing and developing the southern half first. They would hold off on the trees in the north area until they are almost done with the area.

Commissioner Schaefer asked where the trees would go in the residential section.

Mr. Binder responded that there are a couple different types of trees they are required to have. Street trees would be placed in a regular pattern. There are residential/street trees between the different sets of buildings. They consist of ornamental and deciduous type. The heaviest amount of trees they are doing are along the east and west side consisting of evergreens for screening. The north side would be last. Adjustments would be made depending on what is in the commercial area. They will be enhancing the trees in the pond area.

Commissioner Schaefer asked about trees on the west side as buffer for the existing neighborhood and the timing of them.

Mr. Binder replied the trees would go in later in the process because grading has to be done. Areas that need to be done sooner can be selected.

Chair Niemioja mentioned based off neighborhood meetings, it sounded like the density was taken down to make things easier.

Mr. Dunlay replied there was concern. In terms of what could be placed there with density and zoning, he felt it boded well with them by trying to be neighborly. The rooftops on the west side tie in with the rooftops of the homes. They were also able to move it 5 feet further away from the property line bringing the total to 35 feet.

Amanda Smoot, 7287 Archer Trail, stated that she thought the minimum setbacks were 30 feet, but the applicant was going to do 50 feet. She asked if that was correct. The buffer area is her main concern. She was not opposed to the development, her concern was that it was too close to their neighborhood without an adequate buffer. She referenced the Blackstone Pond townhomes across from their single family homes stating it is a nice little community with a wonderful buffer. This area is a cornfield, there are no trees or berm, those would come at an added expense to the developer. She said it feels like this is in their development. She asked if there could be more buffer and to move it over more to the north.

Chair Niemioja asked Ms. Smoot if she was thinking of more trees and a potential land berm.

Ms. Smoot replied yes. She referenced a development behind Walmart by the school stating the berm was probably already there, the building seemed to be similar but cannot be seen from the single family development. She did not feel this request was in line with other things that have been approved in recent years. She said it felt like this high density development is in their development without the adequate buffer. She requested more buffer and to move it over. She is not opposed to the development. The commercial area would be right up against their development.

Chair Niemioja asked if there was discussion about a 50 foot setback and if it could work out.

Mr. Dunlay replied their building to the single family building is 55 feet. They moved the building setback an 5 additional feet since that meeting. Some of the properties, building to building, would be much bigger such as 110. At the closest it was 55.

Chair Niemioja asked if additional trees and a land berm could be a possibility.

Mr. Binder replied there is a retaining wall. A berm takes a lot of space to do. They did not feel there was enough space to be able to do it. He said it was something that may be able to be fine-tuned over time. He did not believe a berm would fit in that type of space.

Commissioner Weber asked what the height of the retaining wall was.

Mr. Binder replied it was less than 6 feet tall and tapers out at the end.

Commissioner Weber asked if it had to have fencing on top. He thought anything over 36 required fencing.

City Planner Hunting replied it might. It would be reviewed in more detail at the final plan set.

Mr. Binder mentioned it was at the end of a driveway. They would likely have something there to be safe.

Anitha Radhakrishnan, 1626 73rd Street, asked what type of commercial establishment they were thinking of.

Mr. Dunlay responded the market would determine that. He could not answer the question precisely at this time. It could be some neighborhood type retail such as a small daycare.

Chair Niemioja asked what the height restriction was for commercial in that area.

City Planner Hunting replied it is 35 feet.

Abe Joseph, 1651 71st Street, stated Blackstone Ponds is nearby with 100 unit townhomes. This request is for 150 units. He asked if there was any rationale towards that.

City Planner Hunting replied it may have been what they could fit in that area. The comprehensive plan could have been different there, being medium density residential. With this location there is a higher density, mixed use. This developer is working on the minimum side of the current comprehensive plan for the number they are proposing.

Mr. Joseph did not feel there was enough room to accommodate 150+ units. He said they moved to Inver Grove Heights to be in a calm and quiet area. He was unsure why they wanted

to make the area congested. He said there is no idea who would come in business wise. He asked how they can ensure nothing else is coming in there.

Chair Niemioja replied some of the questions regarding designation of the land was dealt with years ago, now it is being addressed. There is a need to meet certain housing requirements in the city. This developer could put in significantly higher density than what they are asking to do. They are trying to fit in better. Instead of putting in, for example, 400 units the developer is trying to make it fit with 157, create more housing, respecting the neighbors, and making more of a transition. She said with commercial there would be code restrictions as far as what type of business can go in there. It could not be a school like District 196 or 199. When the final plat comes forward there would be parameters.

City Planner Hunting replied the zoning will establish a list of allowed uses. Something could develop and be a permitted or conditional use, over time it could change and become a different kind of use. It's not critical to know the use as this time because over time it could change.

Chair Niemioja closed the Public Hearing.

Planning Commission Discussion

Commissioner Weber asked if storage was taken out of B-3 zoning district.

City Planner Hunting replied that was correct.

Vice Chair Clancy said the applicant has provided a good response to some of the setbacks they have requested variances on. He agrees with staff's recommendation of accepting the setbacks. It is fair use of the land given the topography.

Chair Niemioja appreciated the discussion about the buffer. She would like to put in a recommendation that it continues to be examined. If there were better trees or a better option, she would like this to be an open discussion.

Commissioner Teiken stated this discussion reminds him of the other potential development in the empty lot across from Target. One of the reasons why they felt good in doing that is because it was a lower density than it could have been and was situated in a way where it was a little set back from the other single family homes and developments. He said this seems to fit with some of things the city is looking for. He said he is for a variety of housing. This is an applicant that is receptive to the neighborhoods comments on the buffer and setbacks. This request is in the northwest area where they want to see this kind of development happen.

Commissioner Schaefer said this will create a new neighborhood of approximately 350 people and 100 children. Something to think about would be where those children would play. There is a new pocket park in the area that is small for the existing neighborhood but

well used. She questioned if there was the infrastructure to handle more kids into the school district. She was aware there is a clubhouse with pool, but was concerned about where to play with the kids.

Chair Niemioja thought that was a School District 196 development. She asked if the new Parks Director would be coming before the Commission to provide an update.

City Planner Hunting replied there is nothing scheduled. The Parks and Recreation Advisory Commission recommended cash contribution for this development probably because there is a park south of this location called Vista Pines.

Planning Commission Recommendation

Motion by Weber, Second by Clancy, to Approve the Preliminary Plat, Preliminary PUD, Rezoning, and Vacation of the Easement per document 3127042 subject to the 17 conditions listed and to include the comments that were discussed for property located at 7101 Argenta Trail.

Ayes: 9

Nays: 0 Motion carried.



Planning Commission Report

MEETING DATE:	December 5, 2023
CASE NO:	23-46PDZ
APPLICANT:	Stuart Development Corporation
PROPERTY OWNER:	GlenLin Properties, LLC
REQUEST:	Rezoning, Preliminary Plat, Easement Vacation, and Preliminary PUD Development Plan
LOCATION:	7101 Argenta Trail
COMPREHENSIVE PLAN:	Mixed Use
ZONING:	A, Agricultural
STAFF CONTACT:	Allan Hunting, 651.450.2554

ACTION REQUESTED

The specific requests for the development project include the following:

1. Rezoning of the property to B-3/PUD, General Retail District and R-3C/PUD, Multiple Family Residential District.
2. Preliminary Plat of Archer Trail, consisting of three lots, two outlot, and right-of-way dedication for a public street system.
3. Preliminary PUD Development Plan approval for a 157-unit townhome development with clubhouse and approximately 15,000 square feet of commercial space.
4. Vacation of an existing Drainage and Utility Easement containing existing sewer and water utilities and then rededicating a new Drainage and Utility Easement on the plat of Archer Trail.

BACKGROUND

The applicant is proposing a commercial/residential development consisting of 157 total units containing a mix of 3-story buildings in 6-unit structures and 2-story buildings in 3, 4, 5, 6 unit structures. Commercial consists of approximately 15,000 square feet of future commercial/retail space in two buildings. There is also a proposed clubhouse with a pool area for the residents.

The project would be constructed in phases with the residential portion being developed first in one phase and the retail would follow in a future phase.

EVALUATION OF REQUEST

SURROUNDING USES

The subject property is surrounded by:

North:	70th Street, Large Lot Residential	Zoned: R-1B, Low Density Residential	Guided: LDR, Low Density Residential
East:	Argenta Trail, Vacant	Zoned: A, Agricultural	Guided: Mixed Use
West:	Single-Family Homes	Zoned: R-1C/PUD, Low Density Residential/PUD	Guided: LMDR, Low-Medium Density Residential
South:	Single-Family Homes	Zoned: R-1C/PUD, Low Density Residential/PUD	Guided: LDR, Low Density Residential

COMPREHENSIVE PLAN

The subject property is guided Mixed Use, which anticipates a mix of approximately 70% residential and 30% commercial. Residential density range is 12-35 units/acre. The net area for the residential portion of the site is 12.9 (approximately 30%) acres and with 157 new buildable lots, the project density is 12 units per acre.

REZONING

The proposed zoning for the site would be R-3C/PUD, Multiple Family Residential and B-3/PUD, General Business. The project meets the zoning standard and is consistent with the Comprehensive Plan.

NET DEVELOPABLE AREA

Note: the numbers that are referenced within this staff report are approximate and based on preliminary plan submittals. They will likely change slightly between the preliminary and final plat. The numbers provided are sufficient for preliminary plat review.

Net developable area is defined as the area of a property remaining after excluding those portions that are either: a) encumbered by right-of-way for arterial roads as defined in the IGH Comprehensive Plan; or b) lying below the ordinary high water level of public waters; or c) lying within the boundaries of delineated wetlands; or d) bluffs in shoreland areas; or e) land to be dedicated for public park needs. Based on this definition, the following provides the breakdown of net developable area.

General Project Data	Acres
Gross Project Area	19.85
Delineated Wetlands	0.00
Public Water Bodies (PWI)	0.00
Bluffs in Shoreland Area	0.00
Planned "Arterial" Road Right-of-Way	1.63
Public Parkland Dedication	0.00
Total Net Developable Area	18.22

NATURAL AREA/OPEN SPACE

Section 10-13J-5.D. establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area, the project contains the following:

	Required Acres	Proposed Acres
<i>Total Net Developable Area</i>	<i>18.22</i>	<i>NA</i>
Minimum Open Space Required = 20% of net area	3.64	7.90 (43%)
Required Contiguous Area = 75% of required open space with a minimum 100-foot corridor width	2.70	2.90
Area to be Undisturbed = 50% of required open space	1.82	1.82

The site design has prioritized the open space areas around the perimeter of the site to provide some buffer from the single family residents to the west and south and the stormwater ponding area in the northeast corner of the site.

The open space proposed meets all the minimum requirements.

The developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. 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.

Base Zoning District	Net Acres*	Minimum Density (units per acre)	Maximum Density (based on lot size per zoning code)	Minimum Units	Maximum Units
R-3C	12.9	12	2000	155	281

The proposed net density for the R-3C district would be 12 units/acre, which is consistent with the Comprehensive Plan and Development Capacity Plan.

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

Building Setbacks and Separation.

The proposed setbacks for the project are listed on the Preliminary Site Plan. The applicant is requesting flexibility from some of the setback requirements which are covered later in this report.

Building/Impervious Surface Coverage.

Impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration. Maximum impervious surface for the R-3C district is 65%. The applicant has provided impervious surface coverage for the multiple family section to be 43%. The commercial portion is allowed impervious surface coverage of 70%. The proposed plan shows a coverage of 28%.

Maximum building coverage in the R-3C district is 20%. The proposed plans show coverage of 28%. The plan was designed to provide two-story buildings on the western half of the site, as to maintain the standard height of the single family properties to the west. The lower level buildings thus create larger footprints, resulting in more building coverage.

PRELIMINARY PLAT/STREETS

The Preliminary Plat consists of three lots, two outlots and a right-of-way dedication for the public street system serving the plat. The plat would provide for the northly extension of Archer Trail which ultimately connects and extends 71st Street. There would also be an extension of 73rd Street into the plat. The property would access 70th Street from new Archer Trail.

The three lots would contain the townhouse units and clubhouse. Outlot B would be a future phase of the development consisting of the commercial portion. Outlot A is remanent land between the west boundary of the plat and the new Archer Trail. Ownership of Outlot A would be retained by the developer.

All necessary right-of-way for 70th Street (County Road 26) and Argenta Trail (County Road 63) have already been acquired by Dakota County. No further right-of-way is needed for the county roads.

EASEMENT VACATION

There currently exists a Drainage and Utility Easement that runs east-west through the property following the 71st Street alignment that contains city sewer and water. The Easement is 60 feet wide as it was assumed 71st Street would extend all the way to the new Argenta Trail when it was dedicated. Based on County spacing standards, this will not happen. The design of the project would require that approximately half of this Easement would need to be vacated. Engineering has reviewed and supports the proposed Easement Vacation.

FLEXIBILITY REQUESTS

Previous sections of the report have covered some of the flexibility requests. This section provides a summary of all the flexibility requested:

1. SETBACKS

1. Building setbacks from right-of-way. Requires 30 feet. Request 10 feet along the side of building along Archer Trail and 15 feet from rear of building along 71st Street.
2. Building front setback from right-of-way. Requires 20 feet. Request 15 feet along 73rd Street.
3. Clubhouse setback along 72nd Street. Requies 30 feet. Request 20 feet.

The Council has approved flexibility from street setbacks in several developments. With proposed 60 foot wide rights-of-way, there is still sufficient setback between building and street surface. Buildings would be approximately 25 feet from Archer Trail and 45 feet from 71st Street. There is an extra wide right-of-way between the property and 72nd Street, so the clubhouse building would be

approximately 45 feet from the street surface. Staff supports these flexibility requests.

2. BUILDING COVERAGE

1. Building coverage. Maximum allowed 20%. Proposed 28%.

As stated earlier, the developer is choosing to construct two-story units closest to the single family homes, thus creating larger footprints for those buildings in order to provide the same living space as the three-story buildings. Staff supports this flexibility request.

LANDSCAPING/TREE PRESERVATION

Tree Preservation / Landscape Plan:

The developer has provided a tree inventory of the site. The City Code allows tree removal of 40% for multiple family. The code allows removal beyond the threshold but requires replacement for those trees over the limit.

Grading for the building pads and stormwater basin will remove all the existing trees. There are 1,208 caliper inches of trees on site. A total of 835 caliper inches would be required to be replaced. The applicant is proposing to replace 835 caliper inches over both phases. The residential first phase has a tree replacement of 103 trees.

The landscape plan provides for street trees and landscaping throughout. Landscaping is also concentrated along the west and south boundaries of the site. A total of 157 overstory trees are required as part of the landscaping obligation for the townhomes in the code. The total tree planting for the residential portion would be 260 trees, which complies with this requirement.

WETLANDS

A wetland report has been done for the site. During the Wetland Conservation Act (WCA) review process, it was noted that there is an area of possible wetland that was not depicted on the delineation report prepared by the applicant's consultant. Wetland determinations cant be made after October 15 because of weather and vegetation conditions. A wetland determination cant be made until at least April 2024. Preliminary plans can still be reviewed, but final plans cannot be approved by the City until a wetland delineation has been approved through the WCA process. A condition is part of this report to address this situation.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

Engineering has reviewed the plans and was also sent to other city consultants for review.

Engineering review is ongoing at this point and any needed conditions should be part of the approval.

FIRE MARSHAL REVIEW

The Fire Marshal has reviewed the plans and made notes on the width of streets and parking/no parking. Streets less than 28 feet must be posted with "No Parking" signs on both sides. Streets 28 feet to 36 feet must be posted with "No Parking" signs on at least one side. Streets 36 feet and greater may have parking on both sides.

PARKING

Based on the parking requirements in the Northwest Area, 2.0 parking spaces are required per townhome unit. The plans provide for a total of 600 parking spaces, including garages and driveways. There are 14 spaces provided in front of the clubhouse. Guest parking would also be allowed on one side of the public streets. Parking standards have been met.

Parking for the commercial area is based on the plan showing 15,000 square feet of retail. Based on a general retail parking standard, 56 parking stalls would be required. The plans identify room for 91

parking spaces.

DEVELOPMENT CONTRACT

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All the agreements will be approved by the City Council as part of the Final PUD review.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. Approval. If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

- Approval of the Preliminary Plat, Preliminary PUD, Rezoning and Vacation of Easement per document number 3127042 subject to the following conditions:

1. The Final Plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	dated 10/25/23
Site Plan	dated 11/20/23
Open Space Plan	dated 11/20/23
Grading Plan	dated 11/20/23
Utility Plan	dated 11/20/23
Landscape Plan (3 sheets)	dated 11/20/23
Tree Preservation Plans	dated 11/20/23

***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, street plans and utility plans shall be approved by the City Engineer and subject to all conditions noted by the City Engineer and consultants in their review memos.

3. The PUD shall be approved with the following specific standards:

- a) Building setbacks from right-of-way. Ten feet along side of the building along Archer Trail and 15 feet from rear of the building along 71st Street.
- b) Building front setback from right-of-way. Fifteen (15) feet along 73rd Street.
- c) Clubhouse setback along 72nd Street. Requires 30 feet. Requesting 20 feet.
- d) Multiple family building coverage. Allowed 28%.

4. Drainage and Utility Easements shall be provided on the Final Plat as required by the City Engineer.

5. 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.

6. Park dedication shall be made in the form of a cash contribution based on the recommendation of the Parks and Recreation Advisory Commission.

7. The final plan set shall be subject to the review of the City Fire Marshal.

8. 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.

9. The developer shall be responsible to ensure the undisturbed area shown on the Open Space Plan remains undisturbed through all construction grading.

10. 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 Stormwater Sewer Utility Fee according to the formulas adopted by City Ordinance.

11. 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 & Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement & Open Space	City Council

12. The Developer and Owner shall execute an Acknowledgment of Planned Unit Development Zoning. This Acknowledgment 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 Acknowledgment shall be recorded when the plat is recorded.

13. The Developer and Owner shall enter into a Development Contract with the City.

14. Northwest Area plat connection fees are due at the 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 the building permit for each unit.

15. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

16. Prior to City Council approval of final plans, a Wetland Delineation must be approved through the WCA process and if any mitigation is necessary, wetland mitigation plans must be submitted, reviewed and approved through the WCA approval process.

17. A new Drainage and Utility Easement shall be dedicated on the final plat replacing the existing easement document number 3127042 that contains sewer and water along the 71st Street alignment.

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 for the flexibility requested.

Staff is supportive of the flexibility requests and would recommend Approval of the requests as presented with the conditions listed.

ATTACHMENTS

1. Location Map
2. Applicant Narrative
3. Preliminary Plat
4. Preliminary Plan Set
5. Traffic Support Letter
6. Neighborhood Meeting Minutes

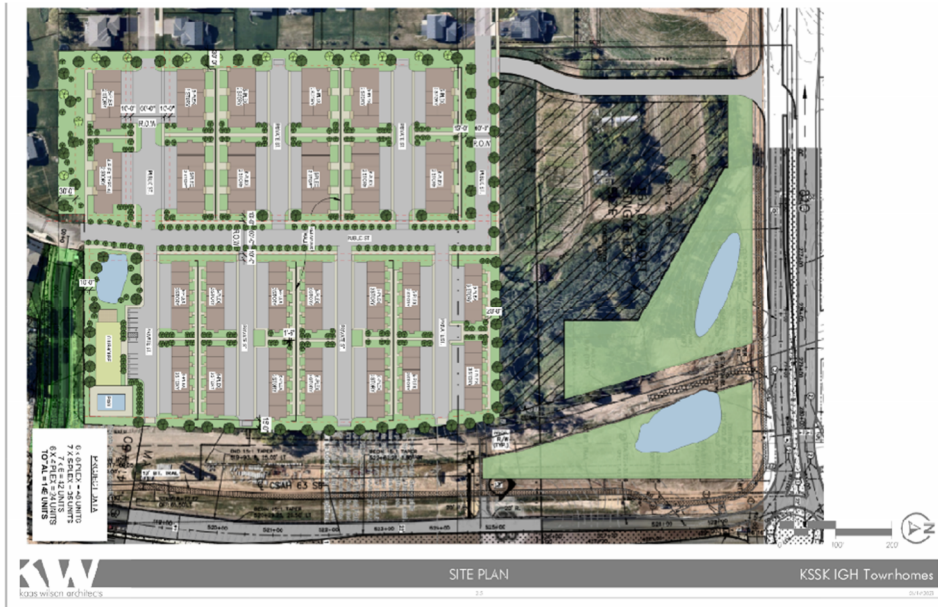


Location Map

Case No. 23-46PDZ



Project Narrative 11-17-23



This Preliminary Plat / PUD application is being submitted by Stuart Development Corporation for a site plan review of their proposed market rate rental development at the Southwest corner of 70th St W and Argenta Trail (*parcel number 200070005018*)

The proposed development property is part of an overall 33.55 acre existing parcel to be split into two parcels. The proposed development property will be the western of these two parcels parcel consisting of 19.85+/- acres of under-developed / un-platted land. After re-platting, and removing the existing arterial roadway easements the "Net developable area" of the proposed project property is 18.22 Acres. The property sits within the Inver Grove Heights, Northwest Area Overlay Boundary (NWA) as well as the Metropolitan Urban Service Area (MUSA). Part of the northeast side of the property has been dedicated into an easement with the County for future road improvements as well as stormwater runoff. This Preliminary Plat / PUD proposes a re-configuration of the Property, re-platting it into lots as generally described below.

- Medium-Density Residential Lots of approximately 12+/- acres and comprises of 157+/- townhomes units (Lot 1, Block 1, Lot 1 Block 2, Lot 1, Block 3)
- Retail lot of approximately 2 pads/buildings, comprising of approximately 15,000+/- SF of retail space and stormwater management space (Outlot A, Outlot B). Pond and Roadway connection shall be built with phase 1, retail site development shall be phase 2.

Therefore, the proposed development, once complete, will meet the city's future zoning plan (Mixed Use) with the density of 12-35 residential units per acre with retail planned for this area. We believe the proposed plan is compliant with the City of Inver Grove Heights 2040 Comprehensive Plan and the Mixed Use zoning guiding this proposal.

Land Use & Zoning

As the property is guided by **Mixed-Use (MU-PUD)** zoning, we have included language from the City of Inver Grove Heights, City Code **Article E: Section 10-10E-1** about the purpose of the zoning district:

*"The MU-PUD mixed use planned unit development district is intended to provide a range of **retail***

*and **service commercial, office, institutional, public, open space, and high density residential uses** that are organized and planned in a manner that is **pedestrian friendly**. The mixed use concept embodies **traditional town planning** concepts to create an urban environment allowing arrangements of residential and commercial uses not found in other areas of the city. High density residential uses comprise the majority of the district with a lesser degree provided for retail and service commercial, office, and public and institutional uses."*

This proposed development Preliminary Plat / PUD Plan is wholly in-line with the essence of Mixed-Use zoning and NWA Overlay District purposes. It offers a mixture of high-density residential rental housing on the south side and retail on the north side. Additionally, green spaces, a community clubhouse and pedestrian-friendly environments are being included into the overall development design. In addition, recent significant Right-Of-Way work as completed by Dakota County has further enhanced traffic and pedestrian connectivity.

The property is currently zoned A-Agriculture District which currently acts as a holding zone until infrastructure is available and development is proposed. The overall "net developable" property size is **18.22+/- acres**. The buildable area is to be re-platted per the attached preliminary plat with the proposed townhomes occupying the south and retail on the north. This development will also provide continuity and connection between the single family residential homes on the west of the property and 70th St along the north end of the site. Two (2) public streets are being introduced into the site as part of that continuity, with a 60' R.O.W proposed.

As guided by City of Inver Grove Heights Staff, we plan on designating the commercial lot as B-3, General Business and the residential lots as R-3C, Multiple-Family Residential District. With this approach we would be in closer alignment with the linear block design which is separated by roads and in turn the commercial is separated from the residential.

Given that the property is also in Northwest Area Overlay Boundary (NWA) District and will require a Planned Unit Development (PUD) zoning per city development guidelines in **Article J: Section 10-13J-5**. Subsequent planning application requests will reflect these zoning categories and the related performance standards in more detail.

Public Utilities

Septic Systems: Any/all existing septic systems and private wells on the property will be removed and abandoned in accordance with applicable rules and regulations. Future plans will depict the removal/abandonment of these systems and future connections to utilities.

Easements: A drainage and utility easement will be required over any public utilities.

Setback & Height Requirements

Setback requirements are being proposed as part of the PUD and will meet the bulk standards determined here forth. Additionally, the minimum density of 12 Units per acre is being met considering the buildable area of 12 acres with the remainder being dedicated for retail, stormwater pond, contiguous green space as well as easements. The buildings themselves would meet the height requirement of 40' maximum as stated in **Article E: Section 10-10E-2** and all exterior materials and building features would be designed to meet the MU-PUD design intent.

In response to comments as received during the neighborhood meeting, the development has provided 5 feet of additional setback for most of the buildings along the existing single family neighborhood.

PUD Flexibility

The development is asking for PUD flexibility for the following items. (See civil plans)

1. Residential Front Setback from right of way (Internal to site) required 30 feet, proposed 15 feet
2. Residential Rear Setback from private property (Internal to site) required 30 feet, proposed 15 feet
3. Residential Side Setback from right of way line (Internal to site) required 30 feet, proposed 10 feet and 10 feet between internal buildings instead of required 20 feet.
4. Local street setback (internal), 40 feet required, 10 feet proposed.

5. **Please note, Undisturbed Open space flexibility is n longer being requested, 50% of required open space, required 1.8 Acres, provided, 1.8 acres.**
6. **Please note, NO setback flexibility is being requested for setbacks from existing residential homes. All flexibility is related to setbacks that are internal to the proposed development.**
7. Zoning flexibility with R-3C, the designation applies to “multi-family dwelling with more than (7) units per building” – our proposed building types are 4, 5, and 6-plexes as the largest building type.
8. Building Coverage flexibility with R-3C designation: we are allowed 20% for the R-3C designation, we are currently at **28.7%**. We intentionally switched to a 2 story TH style building type on the West parcel so as to better fit in the neighborhood context of single-family homes to our West and South. If we were to utilize three -story 6-plex buildings (as on our East parcel) throughout the site, we could maintain the 20% requirement. We want to be good neighbors.

Street system

We have designed a functional street system that interconnects the two Lots/land uses within the development as well as immediate access to 70th St & Argenta Trail. We believe our street system is consistent with the Inver Grove Heights & Dakota County’s transportation plans.

The street system will provide connections to transportation corridors and adjacent uses while providing safe pedestrian circulation within the development and neighboring sites. Landscaping, signage, and architectural details shall be used to unify the entire development.

The primary access road to the Property is proposed to begin at 70th St from the North, through the proposed parcel and retail development. Additionally, site access will also be available through the east portion of the property from Argenta Trail.

This street/roadway will be a public roadway. Ownership of the roadway must be discussed and confirmed. The roadway construction from 70th St as well as Argenta Trail to the property line of the site will be designed and constructed to city urban roadway standards. Private streets branching out of the public road running North-South through the site will provide access to individual townhomes. All while maintaining the city’s road standards as guided by the PUD requirements under the NWA District Guidelines, in, **Article J: Section 10-13J-7**.

Access

Several meetings have been conducted with Dakota County and the access points as depicted and reflected within this application have been reviewed and conceptually approved by Dakota County, confirming to comply with road design standards.

In addition to vehicular site access, our street system will sufficiently function for fire department access on the exterior of the buildings. A discussion with the city Fire Chief will be held upon this application and plan developed to assure the entire development meets the standards required for fire-safety.

County Review of Preliminary Plat was Conducted on 11/8/2023. The county comments can be provided upon request.

Parking

Townhomes

For townhomes, the parking code (**Article B: Section 10-15B-7**) requires two and half spaces per dwelling unit with 2 stalls covered, and remaining stalls shall be available for all of the development to use.

TOTAL TOWNHOME PARKING REQUIRED: **392 stalls** (314 Covered) + **78 Stalls** (Visitor/Driveway).
See plans for detailed parking data & location that complies with the above-mentioned city code section.

Retail

The surface parking areas of the retail parcel. will feature vegetative screens which will be a site buffer between the proposed retail and existing single family residential homes as well as the proposed townhomes. Additionally, the natural grades of the site will assist in the transition between the uses.

Details of Residential and Retail sites:

Residential- Consists of multiple complexes of 2-3 story* rentable market rate townhome buildings including accessible units. Total residential units are estimated 157 dwelling units and comprise approximately of 15% one-bedroom dwellings, 60% two-bedroom, and 25% three-bedroom dwellings. The unit density of the overall development based on 18.22 net developable acreage is 8.61 units per acre. The density on the residential lots plus right of way in the residential area (11.95 acres) is 13.13 units per acre. Dwelling sizes range from 980sf – 2,035sf. Please note, the maximum allowable density for this site is 35 units per acre which could result in up to 418 units in the residential portion of the site.

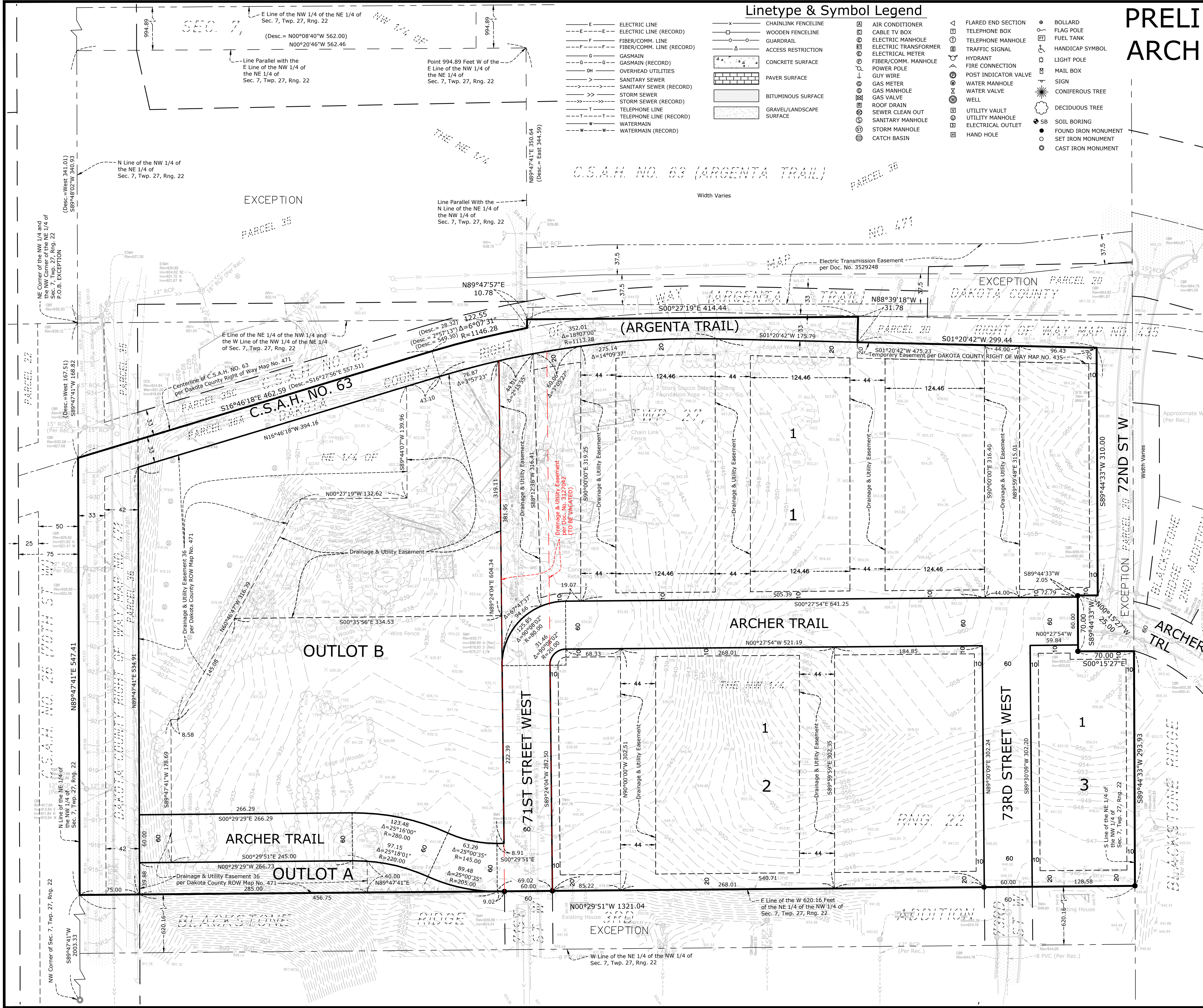
Architecture and Site Design

All buildings are being designed to maximize the residents' exposure to the natural environment from their units and when on the common property. As a whole, the development is being designed as an amenitized, lifestyle rental community for families/individuals with household incomes similar to the average median income of the Project area. As a result, the architectural design and quality of finishes throughout all of development will be of standards and quality comparable to adjacent single-family homes and similar townhome development in the vicinity.

Exteriors: All exterior materials and building features will be designed to meet the MU-PUD standards for acceptable architectural elements, articulation and material transitions. Conceptual images are represented below.

Project Examples:**Preliminary Development Schedule:**

Preliminary Plat approval will be sought by December 2023. Final Plat approval and building permits will be sought in 2024, in time to allow for site improvements of the single family area to be made in 2024. Construction will begin at the end of 2024. Construction of the estimated 157 units and the amenity clubhouse on the residential lots will be completed in 18-21 months. The intent is to deliver the clubhouse and townhomes in late 2025, early 2026.



PRELIMINARY PLAT: ARCHER TRAIL

PRELIMINARY PLAT GENERAL NOTES

PROPERTY DESCRIPTION:
The Northeast 1/4 of the Northwest 1/4 of Section 7, Township 27 North, Range 22 West, EXCEPT the West 620.12 feet thereof
FURTHER EXCEPTING from the above described property:
That part of the NE 1/4 of the NW 1/4 of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota described as follows:
Beginning at the northeast corner of said NE 1/4 of the NW 1/4; thence West (assumed bearing) along the north line thereof a distance of 167.51 feet to the centerline of S.A.H. No. 63; thence South 16 degrees 27 minutes 56 seconds East along said centerline a distance of 557.51 feet; thence southeasterly along said centerline along a tangential curve concave to the west radius of 549.30 feet and a central angle of 2 degrees 57 minutes 13 seconds a distance of 28.32 feet; thence East, parallel with said north line, not tangent to last described curve a distance of 344.59 feet, more or less, to a point 994.89 feet west of the east line of the NW 1/4 of the NE 1/4 of said Section 7; thence North 00 degrees 08 minutes 40 seconds West parallel with said east line a distance of 562.00 feet to the north line of said NW 1/4 of the NE 1/4; thence West along said north line a distance of 341.01 feet, more or less, to the point of beginning.
AND EXCEPTING Parcel 20, Dakota County Road Right of Way Map No. 435.

Please note that this Preliminary Plat was prepared with the benefit of a Commitment for Title Insurance issued by First American Title Insurance Company, File No. NCS-1180810-MPLS, dated May 31, 2023. The description provided in this Commitment contains other land not included in this Preliminary Plat. The description listed above and the boundary shown hereon assumes a lot split will take place on the existing land before platting.

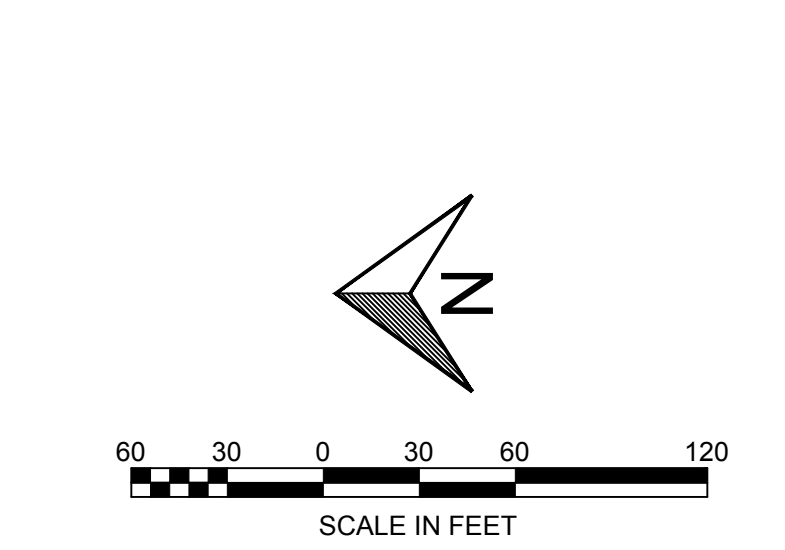
DATE OF PREPARATION:
10-19-2023
Background survey information per a survey performed by Civil Site Group dated October, 2023.

APPLICANT:
Stuart Development Corporation
1000 West 80th Street
Minneapolis, MN 55420
Ryan C. Dunlay
952-948-9546

AREAS:
Proposed Lot 1, Block 1 = 240,255 Sq. Ft. or 5.516 Acres
Proposed Lot 1, Block 2 = 163,499 Sq. Ft. or 3.753 Acres
Proposed Lot 1, Block 3 = 38,478 Sq. Ft. or 0.883 Acres
Proposed Outlot A = 14,305 Sq. Ft. or 0.328 Acres
Proposed Outlot B = 231,177 Sq. Ft. or 5.307 Acres
Proposed Dedicated Right of Way (CSAH No. 26 & CASH No. 63) = 71,093 Sq. Ft. or 1.632 Acres
Proposed Dedicated Right of Way (Archer Trl, 71st St W & 73rd St W) = 105,999 Sq. Ft. or 2.434 Acres
Total Property Area = 864,806 Sq. Ft. or 19.853 Acres

FLOOD ZONE:
This property is contained in Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27037C0105E (Not Printed), effective date of December 2, 2011.

Q/A/QC
FIELD CREW DO
DRAWN BY CJ
REVIEWED BY RJ
UPDATED BY
Rory L. Synsteliem
rory@civilsitegroup.com
Minnesota License No. 44565



CivilSite
G R O U P
Civil Engineering • Surveying • Landscape Architecture
5000 Glenwood Avenue
Golden Valley, MN 55422
civilsitegroup.com 612-615-0060

PROJECT

7101 Argenta Trail
Inver Grove Heights, Dakota County, Minnesota 55077

CLIENT

Stuart Development Corporation
1000 West 80th Street, Minneapolis, MN 55420

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

RORY L. SYNSTELIEM
DATE 10-19-2023 LICENSE NO. 44565

REVISION SUMMARY	
DATE	DESCRIPTION
10-25-23	Background Survey Update

PROJECT NO. 23131

PRELIMINARY PLAT

V2.0

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1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

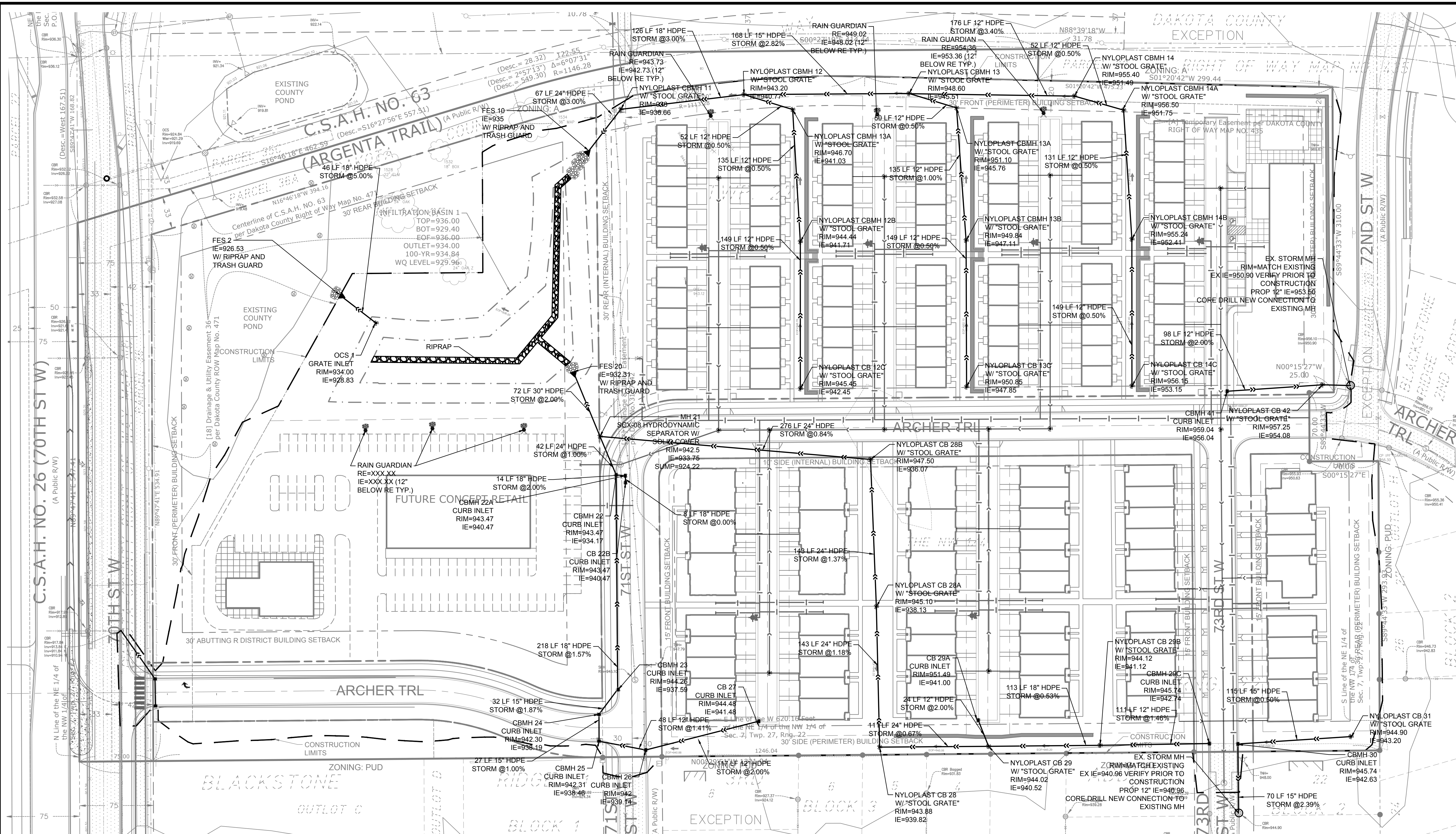
ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL

[illegible]



- SEE SHEET C0.1 FOR GENERAL
UTILITY NOTES

[illegible]



CITY OF INVER GROVE HEIGHTS UTILITY NOTES:

1. RESERVED FOR CITY SPECIFIC UTILITY NOTES.

- UTILITY LEGEND:**
- CATCH BASIN
 - MANHOLE
 - GATE VALVE AND VALVE BOX
 - PROPOSED FIRE HYDRANT
 - WATER MAIN
 - SANITARY SEWER
 - STORM SEWER
 - FES AND RIP RAP
 - CONSTRUCTION LIMITS

SEE SHEET C0.1 FOR GENERAL UTILITY NOTES

811
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25'-0" 0 50'-0"

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civilsitegroup.com 612-615-0060

**PRELIMINARY:
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ARGENTA TRAIL
INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION
1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

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.

Matthew R. Pavlek
DATE 11/20/23 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL

REVISION SUMMARY	
DATE	DESCRIPTION

UTILITY PLAN - STORM SEWER

C4.1
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**PRELIMINARY:
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INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

1000 WEST 80TH STREET, MINNEAPOLIS, MN 55420

PROJECT

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SUPERVISION AND THAT I AM A DULY
LICENSED LANDSCAPE ARCHITECT UNDER
THE LAWS OF THE STATE OF MINNESOTA.


Robert L. Binder
DATE 11/20/23 LICENSE NO. 25821

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
1/23/2023	PRELIMINARY PLAT/PUD
1/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL

DRAWN BY	MP, RB, MS, MD
CHECKED BY	MP, RB
PROJECT MANAGER	MP
PROJECT NUMBER	22131

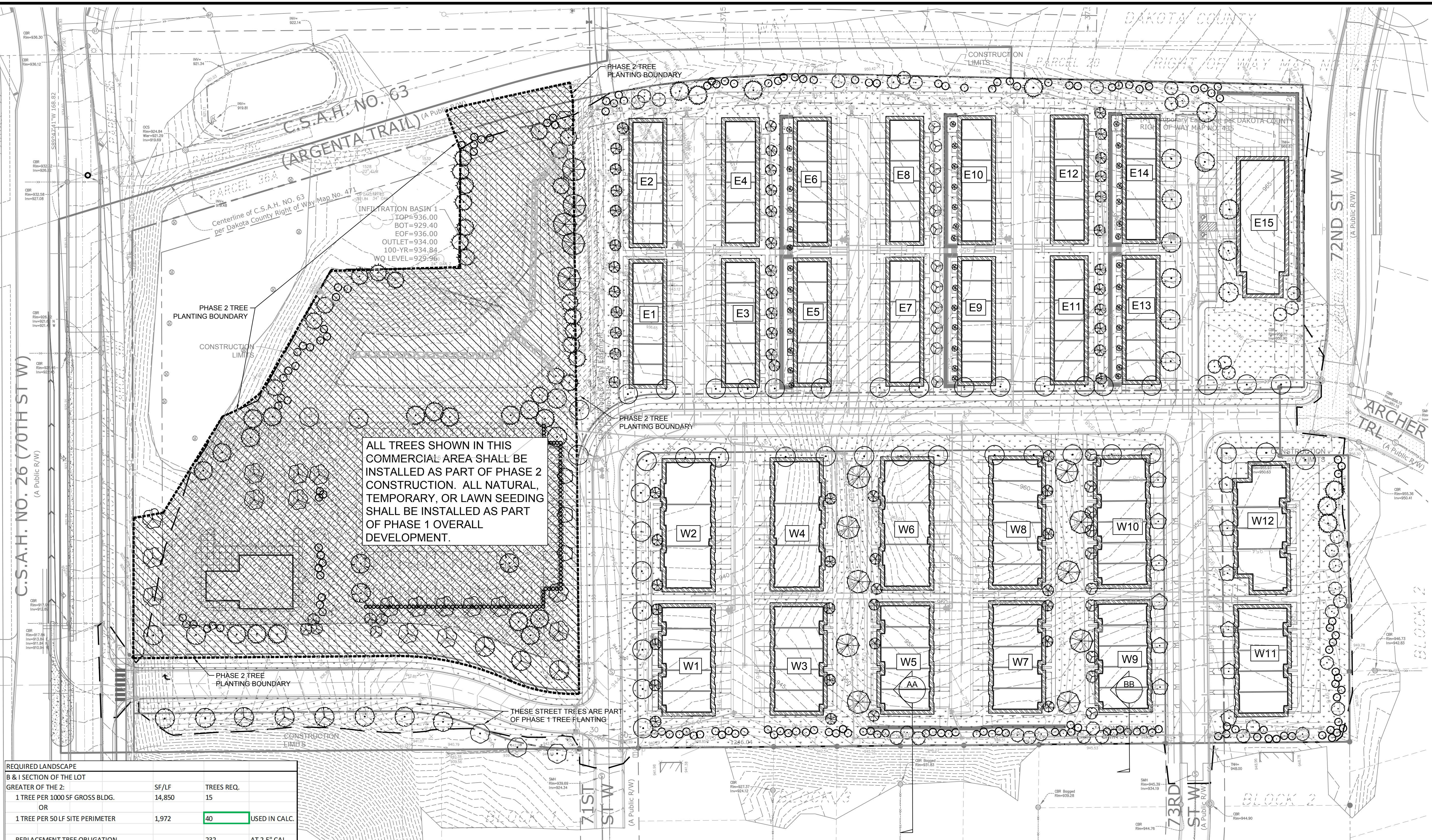
REVISION SUMMARY

[illegible]

LANDSCAPE PLAN

L1.0

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REQUIRED LANDSCAPE			
B & I SECTION OF THE LOT			
GREATER OF THE 2:		SF/LF	TREES REQ.
1 TREE PER 1000 SF GROSS BLDG.		14,850	15
OR			
1 TREE PER 50 LF SITE PERIMETER		1,972	40
			USED IN CALC.
REPLACEMENT TREE OBLIGATION		232	AT 2.5" CAL
SUBTOTAL		272	
R SECTION OF THE SITE			
1 TREE PER DWELLING UNIT		157	
REPLACEMENT TREE OBLIGATION		103	AT 2.5" CAL
SUBTOTAL		260	
TOTAL		532	
DESIGN TREES R SECTION OF SITE			
	MIN	MAX	
TREES	78.5	157	
ORNAMENTAL TREES	0	157	
SHRUBS	0	471	
PROPOSED LANDSCAPE SUMMARY			
COMMERCIAL/BUSINESS TREES (OR EQUIV.)		133	
RESIDENTIAL TREES (OR EQUIV.)		386	
TOTAL		519	

LEGEND

PLANT SCHEDULE NORTH PH 2				
SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE
GROUND COVERS				
	SSNV	17,114 sf	Lower Basin Native Seed Mix	Seed Mix
	SSNV2	57,465 sf	Shooting Star Dry Short Prairie Mix / Dry Short Prairie Seed Mix	Seed Mix
	SSNV3	83,400 sf	NATIVE TEMP. SEED MIX / Dry Short Prairie Seed Mix	Seed Mix

PLANT SCHEDULE SOUTH

SYMBOL	CODE	QTY	COMMON / BOTANICAL NAME	SIZE
GROUND COVERS				
* * * *	SSSL	203.250 sf	Shooting Star Sunny Lawn Mix / Turf	Seed Mix

GROUND COVERS

PHASE 2 TREE PLANTING AREA.
ALL TREES SHOWN IN THIS COMMERCIAL AREA
SHALL BE INSTALLED AS PART OF PHASE 2
CONSTRUCTION. ALL NATURAL, TEMPORARY, OR
LAWN SEEDING SHALL BE INSTALLED AS PART OF
PHASE 1 OVERALL DEVELOPMENT.

PROPOSED CANOPY TREE
SYMBOLS - SEE PLANT
SCHEDULE AND PLAN FOR
SPECIES AND PLANTING
SIZES

PROPOSED EVERGREEN TREE SYMBOLS - SEE
PLANT SCHEDULE AND PLAN FOR SPECIES AND
PLANTING SIZES

PROPOSED ORNAMENTAL TREE SYMBOLS - SEE
PLANT SCHEDULE AND PLAN FOR SPECIES AND
PLANTING SIZES

PROPOSED DECIDUOUS AND EVERGREEN
SHRUB SYMBOLS - SEE PLANT SCHEDULE AND
PLAN FOR SPECIES AND PLANTING SIZES

PROPOSED PERENNIAL PLANT SYMBOLS - SEE PLANT
SCHEDULE AND PLAN FOR SPECIES AND PLANTING SIZES

EDGING - SHALL BE COMMERCIAL GRADE, 4" DEPTH ALUMINUM,
BLACK OR DARK GREEN IN COLOR, INCLUDE ALL CONNECTORS,
STAKES, & ALL APPURTENANCES PER MANUF. INSTALL PER MANUF.
INSTRUC./SPECS.
DECORATIVE BOULDERS (ROUNDED & BLOCK STYLE), 18"-30" DIA.

CONSTRUCTION LIMITS

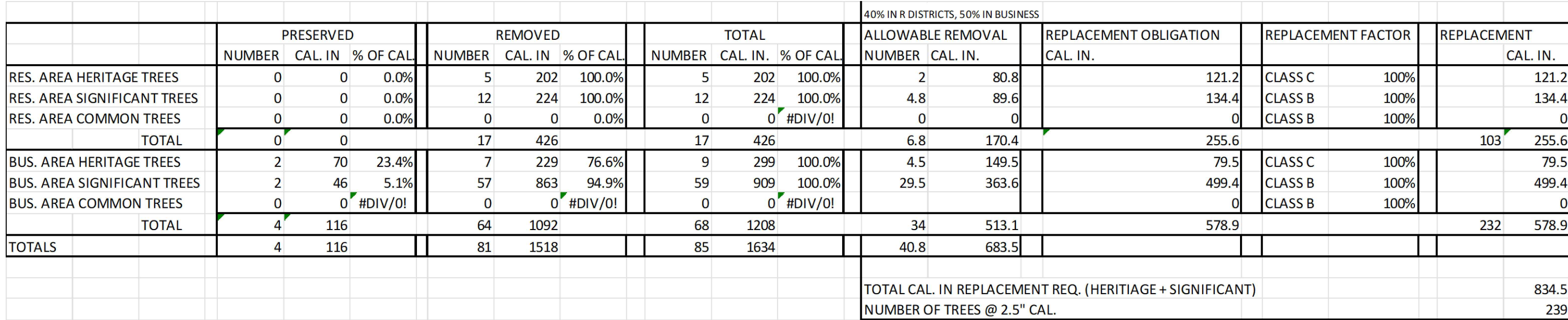
SEE SHEET L1.1 FOR
GENERAL LANDSCAPE
& IRRIGATION NOTES



Know what's below.
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1" = 50'-0"

25'-0" 0 50'-0"



EXIST. TREE STOCK CLASS BREAKDOWN			
CLASS	CAL. IN.	% OF TOTAL	
A	28	31.1%	
B	48	53.3%	
C	14	15.6%	

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INVER GROVE HEIGHTS

STUART DEVELOPMENT CORPORATION

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UNDER THE LAWS OF THE STATE OF
MINNESOTA.


Matthew R. Pavak
DATE 11/20/23 LICENSE NO. 44263

ISSUE/SUBMITTAL SUMMARY	
DATE	DESCRIPTION
10/23/2023	PRELIMINARY PLAT/PUD
11/20/2023	PRELIMINARY PLAT/PUD RESUBMITTAL

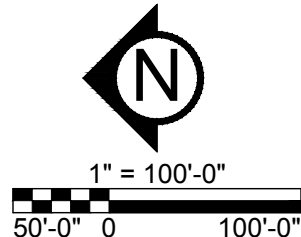
[illegible][illegible]

TREE PRESERVATION PLAN

C1.1



Know what's below.
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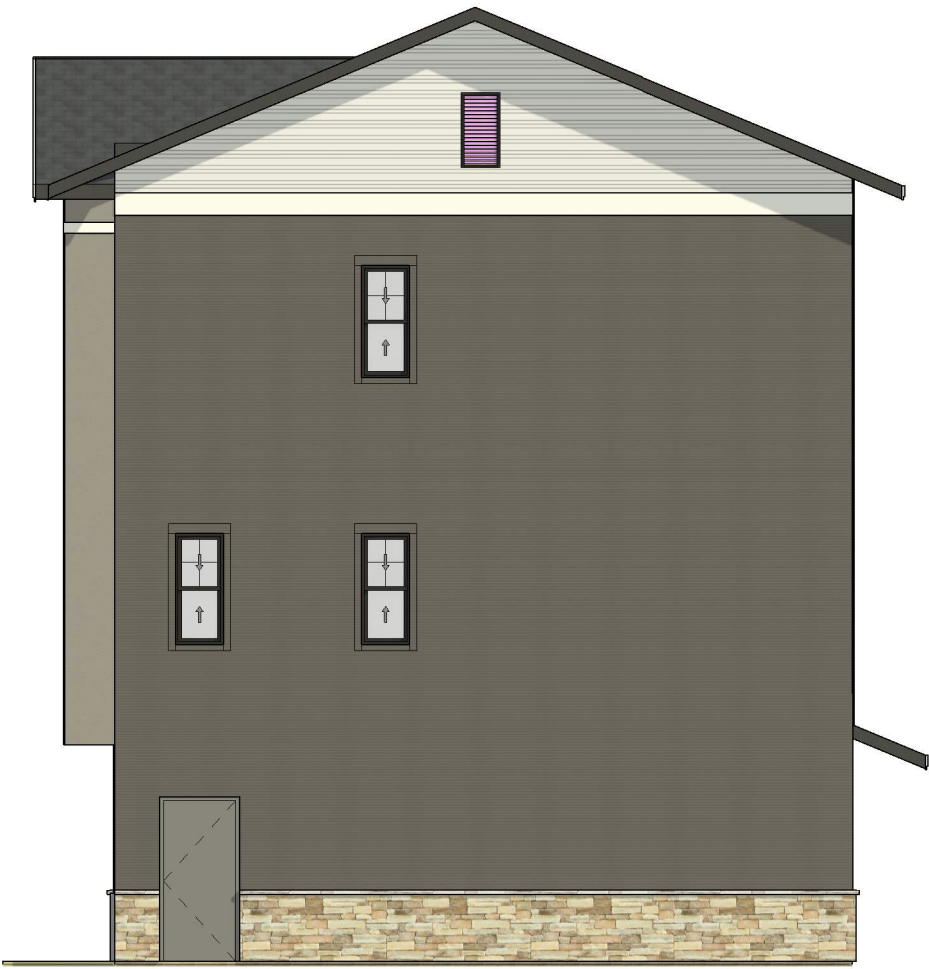


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EXTERIOR MATERIALS			
Material Mark	Description	Percentage	Image
4.1	ADHERED CONCRETE MASONRY VENEER	4%	
7.1	VERTICAL CFB BOARD AND BATTEN PANEL SIDING	1%	
7.2	HORIZONTAL CFB 5" LAP SIDING - WHITE	13%	
7.3	CFB PANEL SIDING	14%	
7.4	HORIZONTAL CFB 8" LAP SIDING - DARK GRAY	29%	
8.1	WINDOW GLAZING - BLACK FRAMES	38%	



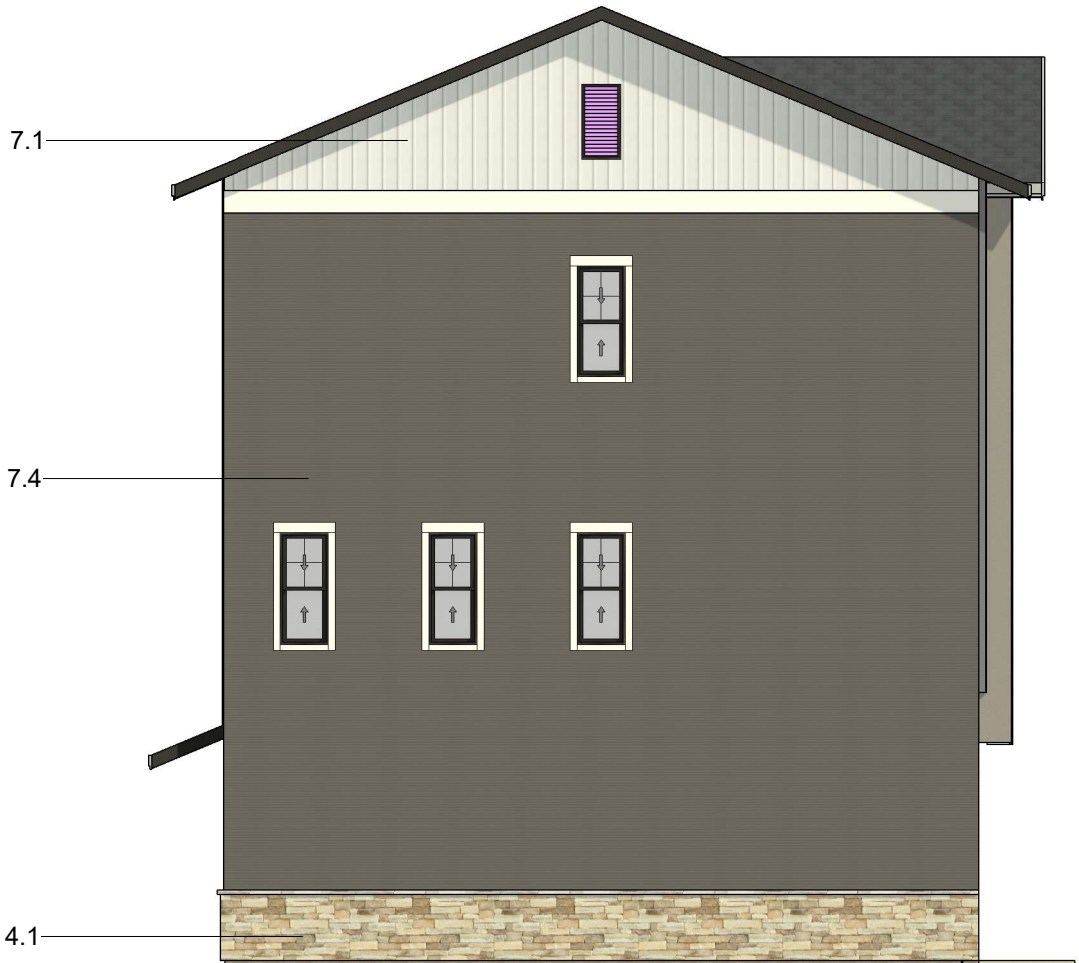
① BUILDING A - NORTH
1/8" = 1'-0"



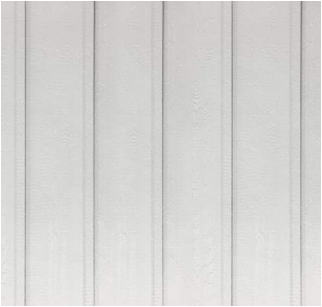
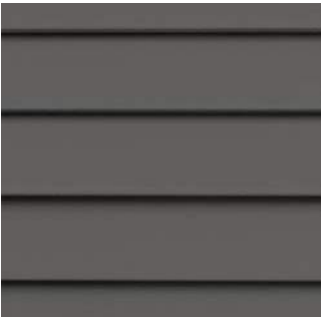
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② BUILDING A - SOUTH
1/8" = 1'-0"

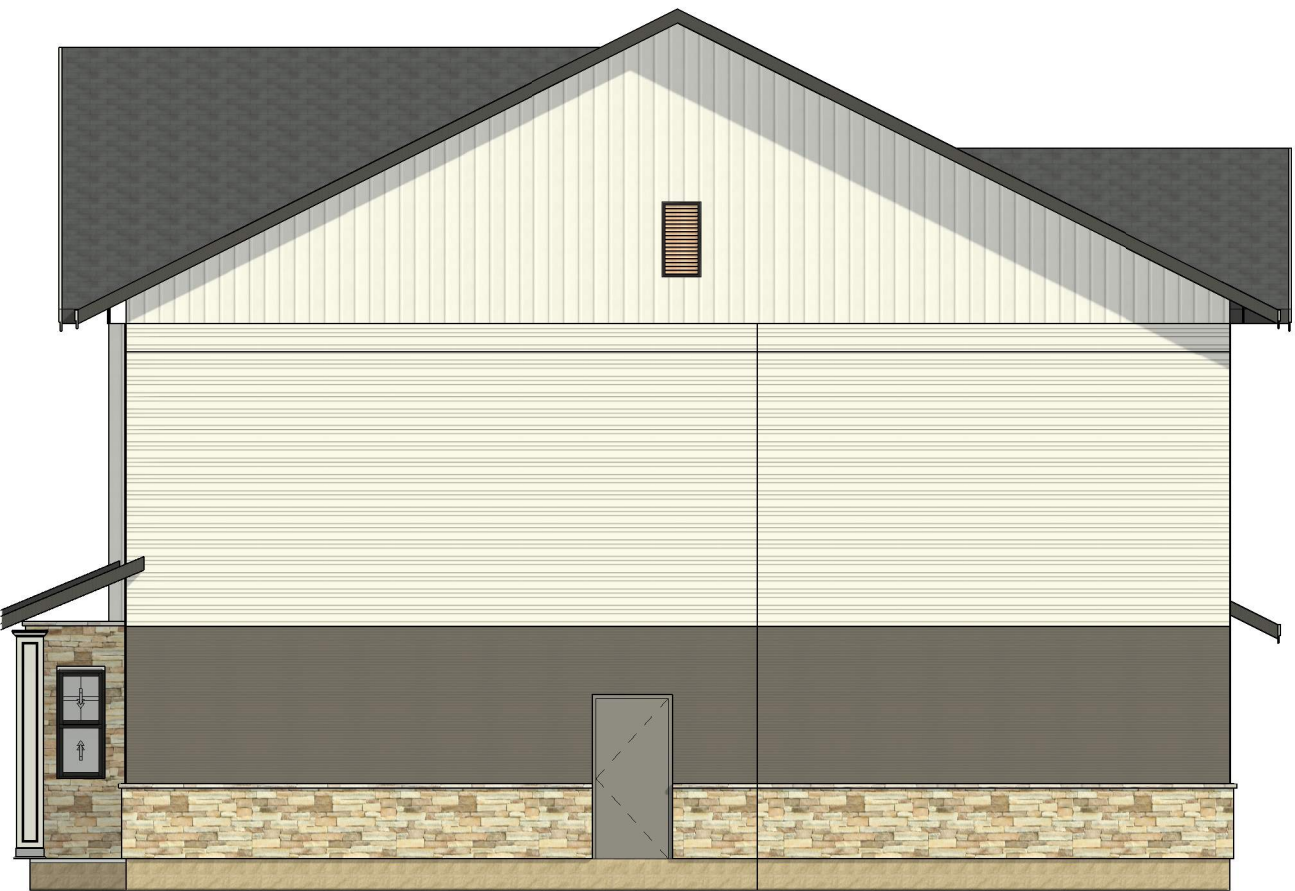


③ BUILDING A - EAST
1/8" = 1'-0"

EXTERIOR MATERIALS			
Material Mark	Description	Percentage	Image
4.1	ADHERED MASONRY STONE VENEER	10%	
7.1	VERTICAL CFB BOARD AND BATTEN PANEL SIDING	24%	
7.2	HORIZONTAL CFB 5" LAP SIDING - WHITE	26%	
7.4	HORIZONTAL CFB 8" LAP SIDING - DARK GRAY	10%	



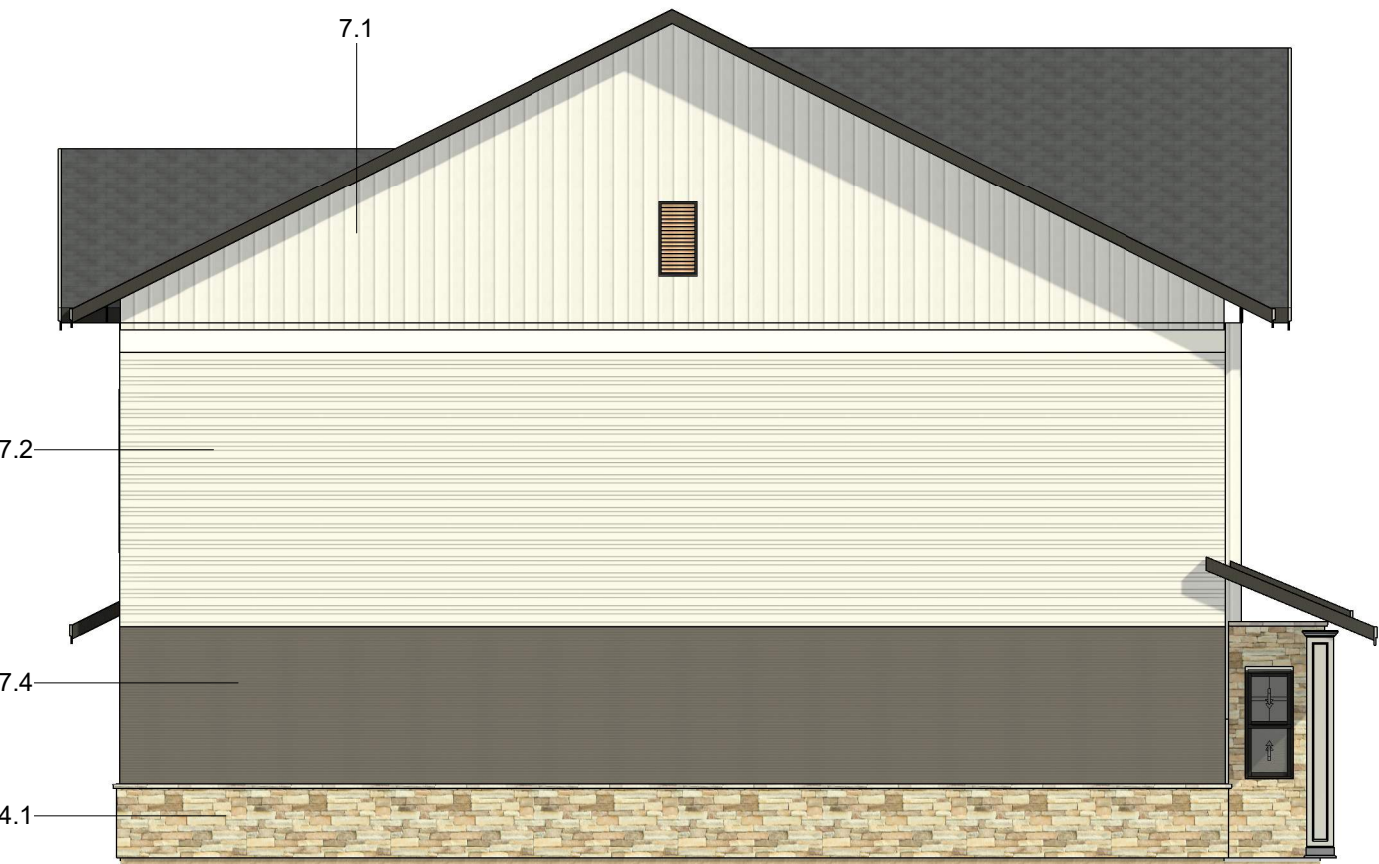
① BUILDING D - NORTH
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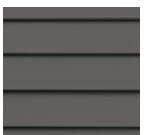
④ BUILDING D - WEST
1/8" = 1'-0"



② BUILDING D - SOUTH
1/8" = 1'-0"



③ BUILDING D - EAST
1/8" = 1'-0"

EXTERIOR MATERIALS			
Material Mark	Description	Percentage	Image
4.1	ADHERED MASONRY STONE VENEER	11%	
7.1	VERTICAL CFB BOARD AND BATTEN PANEL SIDING	19%	
7.2	HORIZONTAL CFB 5" LAP SIDING - WHITE	28%	
7.4	HORIZONTAL CFB 8" LAP SIDING - DARK GRAY	11%	



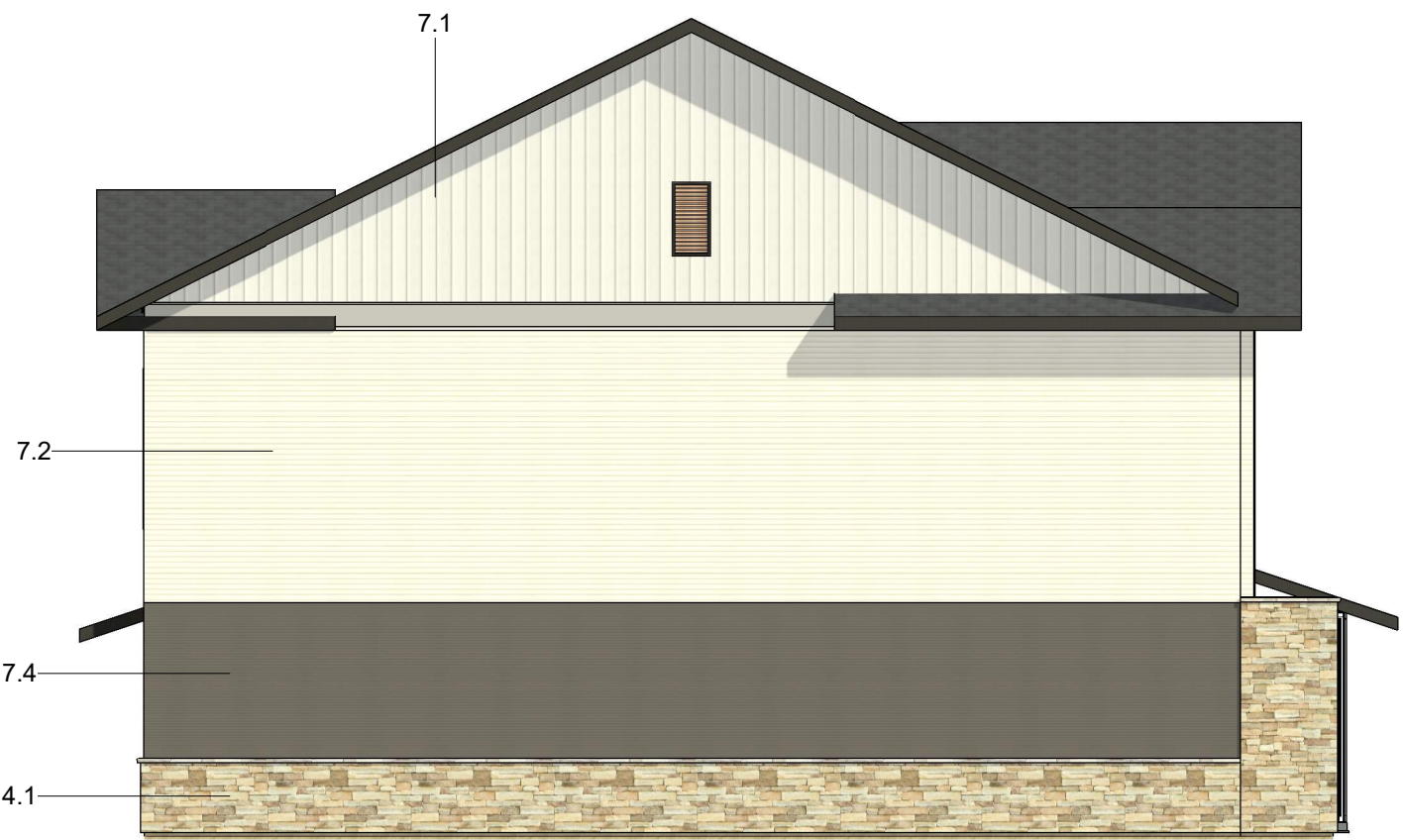
① BUILDING E - NORTH
1/8" = 1'-0"



④ BUILDING E - WEST
1/8" = 1'-0"



② BUILDING E - SOUTH
1/8" = 1'-0"



③ BUILDING E - EAST
1/8" = 1'-0"

EXTERIOR MATERIALS			
Material Mark	Description	Percentage	Image
4.1	ADHERED MASONRY STONE VENEER	9%	
7.1	VERTICAL CFB BOARD AND BATTEN PANEL SIDING	17%	
7.2	HORIZONTAL CFB 5" LAP SIDING - WHITE	8%	
7.4	HORIZONTAL CFB 8" LAP SIDING - DARK GRAY	23%	
8.1	WINDOW GLAZING - BLACK FRAMES	43%	



① BUILDING F - NORTH
1/8" = 1'-0"



④ BUILDING F - WEST
1/8" = 1'-0"



② BUILDING F - SOUTH
1/8" = 1'-0"



③ BUILDING F - EAST
1/8" = 1'-0"

EXTERIOR MATERIALS			
Material Mark	Description	Percentage	Image
4.1	ADHERED CONCRETE MASONRY VENEER	22%	
7.1	VERTICAL CFB BOARD AND BATTEN PANEL SIDING	26%	
7.3	HORIZONTAL CFB 8" LAP SIDING - DARK GRAY	13%	
8.1	WINDOW GLAZING - BLACK FRAMES	39%	



① BUILDING G - NORTH
1/8" = 1'-0"



③ BUILDING G - WEST
1/8" = 1'-0"



② BUILDING G - SOUTH
1/8" = 1'-0"



④ BUILDING G - EAST
1/8" = 1'-0"

To: Ryan Dunlay, President
Stuart Development Corporation

From: Matt Pacyna, PE, Principal
Transportation Collaborative & Consultants, LLC

Date: November 17, 2023

Subject: Argenta Trail Development Traffic Review

INTRODUCTION

TC2 was asked to conduct a traffic review of the proposed Argenta Trail Development in the southwest quadrant of the 70th Street (CR 26) and Argenta Trail (CR 63) intersection in the City of Inver Grove Heights. The proposed mixed-use development, which encompasses a total of about 18 acres, includes approximately 157 townhomes and future retail. The objectives of the review are to quantify existing and planned area infrastructure, estimate the trip generation of the proposed development and other potential land uses, and determine the overall impact to adjacent roadways with respect to capacity, access, and circulation. Based on a review of the proposed development and associated transportation system, the following findings are offered for consideration.

Transportation Infrastructure

- The proposed development is adjacent to 70th Street (CR 26) and Argenta Trail (CR 63), which were both reconstructed within the last year or two; these projects were designed to accommodate long-term growth within the area and region, including the proposed development.
- Access to the proposed development is planned to 70th Street (CR 26) via Archer Trail and Argenta Trail (CR 63) via 72nd Street; the 70th Street (CR 26) and Archer Trail intersection is a right-in/right-out access, while the Argenta Trail (CR 63) and 72nd Street intersection is a three-quarter access.
 - The proposed access is consistent with *Dakota County Access Spacing Guidelines*, which indicates that for a divided highway with less than 35,000 vehicles per day, full-access is allowed every ¼-mile and partial access (i.e., three-quarter or right-in/right-out) every 1/8-mile.
 - The proposed development desires for the 70th Street (CR 26) and new Archer Trail intersection to be a three-quarter access, which would be consistent with current access spacing guidance.
- The proposed internal roadways will connect to the adjacent city street network and residential neighborhoods via 71st Street and 73rd Street, improving overall roadway connectivity and circulation options for area residents.

Trip Generation

- A trip generation estimate for the proposed development, shown in [Table 1](#), was created using the *ITE Trip Generation Manual, 11th Edition*.
- The proposed townhouse development is expected to generate on average 63 a.m. peak hour, 80 p.m. peak hour, and 1,058 daily trips; the a.m. and p.m. peak hours typically represent 7:30 to 8:30 a.m. and 4:30 to 5:30 p.m.

- The maximum allowable residential density for the site based on the current zoning guidance is 35 dwelling units per acre, which equates to a residential develop of approximately 420 units.
- For comparison purposes, the trip generation for the maximum allowable residential development would be about two times the amount of peak hour and daily trips as compared to the residential portion of the proposed development.

Table 1 Trip Generation Summary

Land Use Type (ITE Code)	Dev. Size	AM Pk Hour		PM Pk Hour		Daily
		In	Out	In	Out	
Proposed Development						
Multi-Family Housing (220)	157-units	15	48	50	30	1,058
Future Retail (822)	14,000 SF*	20	13	46	46	762
Total		35	61	96	76	1,820
Maximum Allowable Residential Density						
Multi-Family Housing (221)	420-units	36	119	100	64	1,908

* Estimated potential future retail space based on the remaining parcel size.

Traffic Impacts / Circulation

- Most traffic from the proposed development would be expected to utilize 70th Street (CR 26) via the new Archer Trail access or Argenta Trail (CR 63) via 72nd Street.
- The adjacent roadway network has sufficient capacity to accommodate the proposed development and the projected traffic volumes on the local street system (i.e., Archer Trail, 72nd Street, etc.) are within reasonable levels given the overall residential context of these roadways.

SUMMARY

Based on this traffic review, the proposed development is consistent with land use guidance and expected growth within the area. The adjacent roadway network, which includes 70th Street (CR 26) and Argenta Trail (CR 63), were recently reconstructed and designed to accommodate long-term growth within the area and region, including the proposed development. Therefore, no significant operational or safety issues are expected as a result of the proposed development.

MEETING MINUTES



Project: KSSK - Inver Grove Heights TH
Event: Neighborhood Meeting
Date: October 12, 2023
Neighbors Sign-In Sheet Attached
Mayor Dietrich
Scott Peterson, KSSK
Present: Ryan Dunlay, Stuart Companies
Petro Megits, KWA
Malini Foobalan, KWA
Matt Pavsek, CSG
Mike Sheehan, CSG
Copy To: City of Inver Grove Heights
Next Meeting: N/A

A neighborhood meeting was held specifically with neighboring residents (list as provided by city) to present proposed development plans on property address **7101 Argenta Trail (PIN: 20-00700-05-018)**.

The 15-minute presentation included introduction of development team and their history with rental properties; proposed townhome design and intent, as well as a description of planned site access.

Following the presentation, a question-and-answer session was conducted and the meeting ended with an informal open floor discussion between neighbors and the development team for any further clarifications and questions.

Below is a summary of topics that had been discussed during the meeting:

- 1) Q: Timing of information/ contact with neighbors seem late given the city and ownership have been engaged for about 3-4 months.

A: Initial contact and engagement with city were to discuss viability of proposal on a high-level. The development team is just now engaging in a formal process with the city. Neighborhood meeting falls within the formal application timeline as dictated by the city ordinance and planning.

- 2) Q: Site zoning and inclusion of retail

A: Site is guided by Mixed-Use zoning per IGH's 2040 Comprehensive Plan for the NWA. Access through site is grandfathered through county development plans & on-going efforts. Curb cuts at 71st & 73rd ST. correspond with city's vision to be thru streets. Density allowed for guiding zoning is between 12min.-30max units/acres.

Retail inclusion is a requirement per mixed-use zoning and is intended to be in phase II of development.

3) Q: Site zoning and inclusion of retail

A: Site is guided by Mixed-Use zoning per IGH's 2040 Comprehensive Plan for the NWA. Access through site is grandfathered through county development plans & on-going efforts. Curb cuts at 71st & 73rd ST. correspond with city's vision to be thru streets.

4) Q: Rental vs For-Sale

A: Proposed market-rate rental townhomes

5) Q: Range of housing type & appropriate buffer between R1/R3

A: Site is guided by Mixed-Use zoning per IGH's 2040 Comprehensive Plan for the NWA and will fall under PUD guidelines. Buffer currently proposed (31'-5") is within city's setback guidelines and limits for proposed zoning adjacencies.

6) Q: Parking requirements and concerns for increased traffic through adjacent neighborhood

A: Proposal currently shows 2:1 covered parking for all units except for 1-bedroom types. Additionally each unit will have 2 driveway guest parking. Developers also explained new access thru site to the north and southeast will provide traffic relief through existing neighborhoods.

7) Q: Can buildings be more clustered to increase open green space?

A: To achieve more cluster in pod, buildings will have to increase in height and will run into height limitations of city code. Current design is intended to keep to a neighborhood scale. Proposed design intentionally planned for 2 story types to be adjacent to existing single family homes and 3 story types to be adjacent to Argenta Trail.

8) Q: Timing & Schedule of Development

A: Early Quarter 1 of 2024 to be reviewed at city council. 18-24 months of construction.

Other general comments during open floor discussion include the following:

- a) Energy efficient/green building ; electric vs gas appliance
- b) Traffic impact study
- c) Overall massing study of development
- d) Grades and FF elevations between the TH and existing homes since the building heights are the same, are the elevations the same?
- e) Type of buffer provided between existing homes and current development

Project Number

By

Project Name

Date 10.12.2023

Location

Sheet _ of _



KSSK - IGH TOWNHOME

SIGN - IN SHEET

Scott Ferriss

Jessica Schmalz

Katie Ravekamp

Amanda Smoot

Amanda Dreyer

Joanne Arao

Pao Thao

Vijaya Kumar

Brenda & Jonathan Dietrich

Pat Simon & Mike

Ben Walsh

Anoop Titumay

Joyal Varghese

Mary T'Kach

Andy Mueller

Project Number

By



Project Name

Date 10.12.2023

Location

Sheet _ of _

KSSK - IGH TOWNHOME

SIGN-IN SHEET

Tom Henchal

From: [Debbie Friedman-Hueller](#)
To: [Allan Hunting](#)
Subject: Argenta Trail Mixed-Use Notice
Date: Thursday, October 5, 2023 10:40:10 AM

Hi, Allan--hope you're doing well.

I'm writing in response to the notification that I just received regarding a proposed subdivision to our neighborhood of Blackstone Visa. I was quite surprised that this notification came in an unmarked envelope with only a week's notice to attend a meeting--but, nonetheless, I do appreciate the notice.

In talking with neighbors, we are all quite surprised and alarmed by this proposed project. Adding in retail to a residential neighborhood? The streets certainly don't feel like they're equipped to handle that kind of traffic, not to mention there remains plenty of open retail spaces just down the street near Target. Additionally, we pride ourselves on raising our families in a quiet neighborhood--heck, this is why my husband and I have used our life's savings to build and maintain this home--and to compromise that by bringing in that excess traffic is really daunting and disappointing.

We will be attending next week's meeting, but did want to voice our immediate concern and disapproval with this plan as soon as I could.

Appreciate your time,
Debbie

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.

From: [Amanda Smoot](#)
To: [Stacy Bodsberg](#)
Subject: Public Comment for Stuart Dev Case 23-46PDZ
Date: Tuesday, December 5, 2023 2:47:13 PM
Attachments: [Public Comment for Stuart Dev Case 23-46PDZ.pdf](#)

Hi Stacy,

I am a resident of the single-family unit Blackstone Vista community impacted by the proposed high-density development at 7101 Argenta Trail (case 23-46PDZ). I am not opposed to the development. I am opposed to the lack of appropriate buffers to allow density transitions and ensure that the proposed new development is compatible in size and scale with existing, adjacent neighborhoods. Based on the preliminary drawings shared by Stuart Corp. on October 12, 2023, I'm concerned their proposal is not consistent with other recent developments approved by the City. It's too close to our development, we need more buffer space.

I've attached a letter with images and additional details to illustrate my concerns that I would like to have shared with the Planning Commission.

Thank you,

Amanda Smoot

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December 5, 2023

Stacy Bodsberg

sbodsberg@ighmn.gov

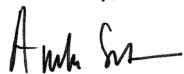
Dear Stacy,

I am a resident of the single-family unit Blackstone Vista community impacted by the proposed high-density development at 7101 Argenta Trail (case 23-46PDZ). I am not opposed to the development. I am opposed to the lack of appropriate buffers to allow density transitions and ensure that the proposed new development is compatible in size and scale with existing, adjacent neighborhoods. Based on the preliminary drawings shared by Stuart Corp. on October 12, 2023, I'm concerned their proposal is not consistent with other recent developments approved by the City. It's too close to our development, we need more buffer space.

Using the Blackstone Ponds townhomes and the Canvas communities as examples—both within a mile of this site—the 3-story and 2-story units proposed by Stuart are much too close to the current Blackstone Visa single-family community with a lack of buffer from trees, berms, water, retaining walls and other features used to allow for density transitions. Their proposal is not compatible in size and scale with our existing smaller single-family development. If it is allowed, it must have a much larger buffer area between our development and the proposed development. Can you please require them to shift the plan farther to the North and require more of a buffer?

Two of your policies you outline in your 2040 comp plan (page 2-30) are to: 1) Ensure that new development areas are compatible in size and scale with existing, adjacent neighborhood and 2) Provide appropriate buffers to allow density transitions and to accommodate a range of housing types. It appears you have been requiring every other recent development (examples in ATTACHMENT A) to have more of a buffer zone than what Stuart is proposing. I ask that you hold them accountable to the same standards you have required of other recent developments. I've attached examples of good policies you have upheld for other developments and ask that you do the same for my community and neighbors.

Sincerely,



Amanda Smoot

Homeowner of 7287 Archer Trail

ATTACHMENT A

The Blackstone Ponds townhomes are surrounded by a large buffer of trees, water, trails, roads and retaining walls to allow for a density transition between the high-density townhomes and the adjacent single-family homes. It's apparent the Blackstone townhomes do not directly connect to the adjacent existing single-family development. What was proposed by Stuart in their 10/12/23 drawings is not consistent with the buffers you required for Blackstone Ponds.



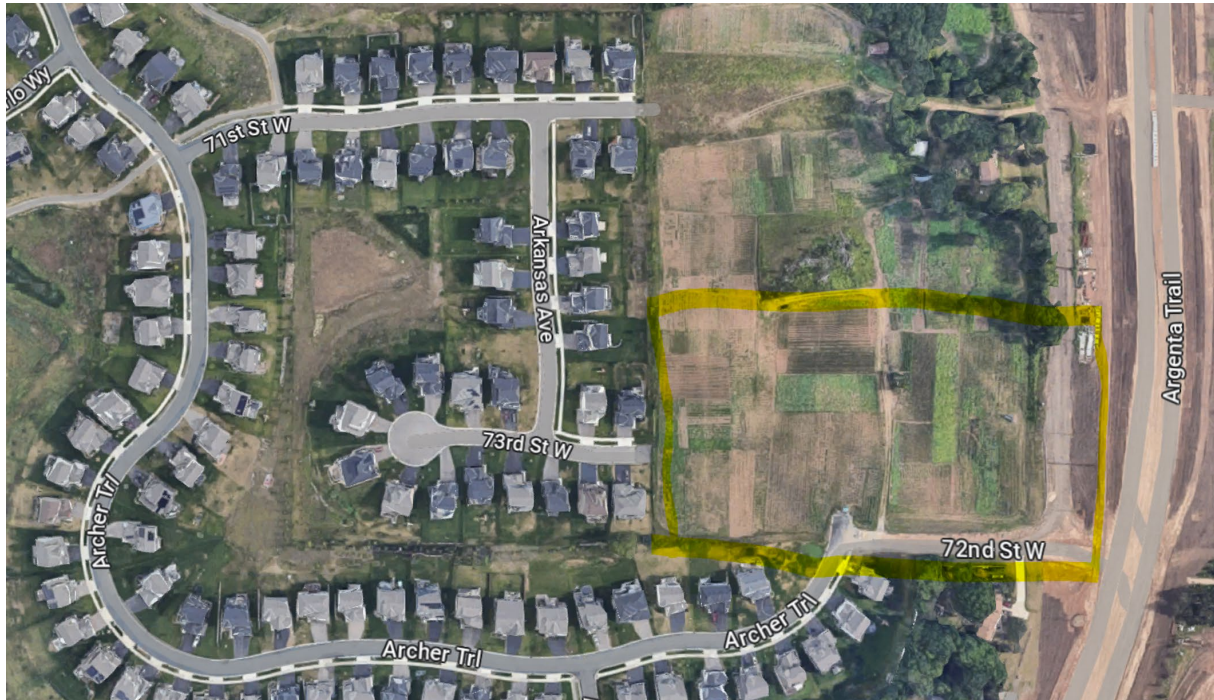
See next page regarding the Canvas community.

The Canvas rental units are also surrounded by a large buffer of trees, water, trails, roads and retaining walls and allow for a density transition between the high-density townhomes and the future developments surrounding this community. What Stuart is proposing in their 10/12/23 drawing does not allow for any density transition between their proposed high-density housing and the adjacent existing single-family homes.



See next page.

Proposed Stuart development



In the drawing shared by Stuart Co on October 12th, there is not an adequate buffer between our existing single-family community and the high-density rental units being proposed. Furthermore, their proposed ponds and tree cover is too sparse and small when compared with other developments (proposed buffer highlighted in yellow). I am strongly opposed to this lack of buffer and ask that you require them to shift the proposal more to the North and have a larger buffer area.



This recent development near Cahill and Pine Bend Elementary has an adequate buffer between the existing single-family homes and the high-density townhomes. What Stuart is proposing is not consistent with other recent developments. This development has a substantial berm between the high-density units and the single-family units. Could you please also require this transition between densities for our development?

.Why can't we have a berm? There are single-family homes on the other side of this berm that can only see the roof line of the high-density units.



At the end of the cul de sac from the photo on the previous page, there is a huge buffer between the single-family homes and the high-density. Why can't we have this amount of buffer?



To end, I'm not opposed to the development but am highly opposed to the lack of buffer being proposed.

--

From: [Cha Thao](#)
To: [Stacy Bodsberg](#)
Subject: Stuart Development Corp. Case NO. 23-46PDZ
Date: Tuesday, December 5, 2023 11:55:52 AM

To Whom It May Concern:

My name is Cha Thao, a home owner at 1637 73rd St. W, IGI, MN 55077. I do have a concern regarding the Stuart Development Corp. Case NO. 23-46PDZ. As I understood, they will build two retail buildings and one 157-unit townhouse on 7101 Argenta Trail.

I don't approve this proposal, it will make my neighborhood look weird and bring more traffic and crime to my neighborhood.

I would like to keep my neighborhood as a single-family zoning only. It will look nice and beautiful and peaceful and quiet. I also would like to get more information on this proposal such development blueprint or plan that shows the buildings size and location as well as the parking lots.

Cha Thao,

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Request for Council Action

SUBJECT: **Request for Financial Assistance for Proposed Multi-Family Residential Development - 7101 Argenta Trail**

MEETING DATE: April 22, 2024

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to consider a request for financial assistance, in the form of a reduction in utility connection fees, to advance a proposed multi-family housing development on land located at the southwest corner of 70th St. and Argenta Trail.

BACKGROUND

NOTES:

(1) This item relates to the proposed development of 157 townhome units that is the subject of the previous agenda item as it relates to various land use approvals.

(2) This item is similar to the next item on the agenda, which is a request for financial assistance for a different multi-family development within the NWA.

Background information and attachments contained in both of these other agenda items are likely to be relevant and informative to this agenda item as well, but have not been duplicated here.

Background Information

Stuart Development Corporation is seeking financial assistance, in the form of a fee reduction, to make the a proposed multi-family housing development in the northwest area (NWA) of Inver Grove Heights financially viable. This area has substantially higher than normal utility connection fees due to past City decisions to extend water and sewer service without assessing the benefiting properties. However, we are now finding that the fee structure in this area is potentially cost prohibitive for development, and particularly multi-family development because the fee structure escalates with the density of development.

At its January 8, 2024 meeting, the Council received a presentation from staff regarding this ongoing issue and discussed the possibility of providing some form of financial assistance to multi-family residential projects in the NWA in acknowledgment of the fee impacts. That discussion included an overview of tax abatement, which is a form of financial assistance utilized by the City when the Crossings apartment building was constructed on 80th Street, as well as examples of the fee differential between the NWA and the remainder of Inver Grove Heights. The staff memo from that meeting is attached for reference.

Following the January 8 meeting, and based on feedback received from the Council at that time, staff

communicated to multi-family developers actively looking at projects in the NWA that the City may be open to some form of financial assistance and that they should complete the City's application for financial assistance and have it reviewed by the City's financial advisors at Ehlers if they wanted a more formal consideration of such a request. Ehlers evaluates the proposed cost of the development, including those for land acquisition, construction, financing and government fees, and the projected revenue (i.e. rents collected over time) that the project would yield. Ehlers then issues an analysis of whether there is a financial gap likely to prevent the project from advancing and possible reasons why.

Two such applications for financial assistance have been received by the City to date - one of which is from Stuart Development. Ehlers has completed their financial analysis of the project and their report to the City is attached. (The second such application - from a different developer proposing a different project within the NWA - was initially considered at the Council's April 8 meeting and has been continued to this meeting.)

FISCAL IMPACT

Any form of financial assistance would have a fiscal impact to the City, but so would construction of the project.

If constructed, the proposed project would provide homes for approximately 157 new households. This brings new tax base to the City as well as new customers for area businesses.

Financial assistance to the project could come in several forms, but what is evaluated in the attached report from Ehlers is a reduction in utility connection fees to the amount that an equivalent project would pay if built outside the NWA. This results in a \$2,070,495 "reduction" in revenue for the City's Water, Sewer and Stormwater Capital Funds. However, if the project doesn't get built, those funds would receive no revenue at all.

RECOMMENDATION

If the Council is supportive of the request for fee reductions, it is asked to consider adoption of the attached Resolution.

ATTACHMENTS

1. Resolution Granting Fee Modifications (Stuart Development)
2. Ehlers Memo - Results of Financial Analysis for Stuart Dev (3-13-24)
3. 2024-01-08 City Council Regular Meeting Memo

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

RESOLUTION NO. _____

**RESOLUTION APPROVING MODIFIED UTILITY CONNECTION FEES FOR
THE RESIDENTIAL DEVELOPMENT WITHIN THE PLAT OF ARCHER TRAIL**

WHEREAS, Stuart Development Corporation (the “Developer”) has filed a Preliminary Plat and Planned Unit Development Application for the plat of Archer Trail; and

WHEREAS, Developer intends to develop the plat of Archer Trail in two phases, the first being the construction of approximately 157 residential (townhome) units (the “Housing Development”) on Lot 1, Block 1; Lot 1, Block 2; and Lot 1, Block 3 in the Plat of Archer Trail, and the second phase being the development of Outlot B in the Plat of Archer Trail with retail development; and

WHEREAS, the property to be developed lies within the Northwest Area of the City and is therefore subject to the utility connection fees for the Northwest Area; and

WHEREAS, the proposed plat and development of the land is consistent with the City's adopted 2040 Comprehensive Plan, without need for amendment; and

WHEREAS, the Developer has requested that the City provide financial assistance for the Housing Development in the form of either tax abatement or a reduction in fees to be paid in conjunction with the Housing Development, and

WHEREAS, Developer has submitted financial information related to the Housing Development, including development-related costs and the anticipated return on investment, which was requested by the City in connection with the Developer's application for financial assistance; and

WHEREAS, Developer has advised the City that but for the receipt of the requested financial assistance, the Housing Development would not move forward as it would not be financially viable; and

WHEREAS, the information supplied by the Developer has been reviewed and analyzed by the City's financial advisor, Ehlers, and the analysis finds that financial assistance is justified in order to make the Housing Development financially viable; and

WHEREAS, the City Council finds that it is unlikely that the property would develop in conformance with the City's Comprehensive Plan at this time but for receipt of the requested financial assistance; and

WHEREAS, the City Council, having reviewed the information provided by the Developer and the report prepared by Ehlers, has determined that the provision of financial assistance in the form of a reduction of certain sewer and water plat and building connection fees for the Housing Development will serve a public purpose, namely facilitation of the Housing Development and related retail side development.

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

1. The utility connection fees for the Housing Development to be located on Lot 1, Block 1, Lot 1, Block 2, and Lot 1, Block 3 in the Plat of Archer Trail, namely the: 1) water plat connection fees; 2) water building permit connection fees; 3) sanitary sewer plat connection fees; 4) sanitary sewer building permit connection fees; and 5) stormwater plat connection fees shall be charged solely at the rates found in the City Code and Fee Schedule for development outside of the Northwest Area. The rates charged to the Developer shall be those in effect at the time that the Developer is required to pay the fee.
2. All other fees required to be paid with respect to the development of the Plat of Archer Trail shall be at the applicable rates as established by City Code, Resolution or Council-adopted fee schedule.
3. This fee reduction shall be incorporated into a Development Contract for the Plat of Archer Trail.
4. This fee reduction shall apply only to the development of the Plat of Archer Trail by the Developer in accordance with the approved Preliminary Plat and Plan Unit Development Plan, and the Final Plat and Final Planned Unit Development Plan and is nontransferable.
5. This fee reduction shall expire and be of no further effect unless a Development Contract for the Plat of Archer Trail between the City and the Developer is executed and the fees outlined in Paragraph 1 above have been paid on or before May 1, 2026.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

MEMORANDUM

TO: Kris Wilson, City Administrator

FROM: Jason Aarsvold, Ehlers

DATE: March 11, 2024

SUBJECT: Stuart Development Request for Financial Assistance

The City of Inver Grove Heights (the “City”) received a request for assistance from Stuart Development (the “Developer”) to construct a 157-unit rental townhouse community located at 7101 Argenta Trail. Citing a financial gap in the project related to higher fees in the NW area of the City, the Developer is requesting a fee reduction to make the project financially feasible.

This memo reviews the need for fee reduction based on our analysis of the developer's project budget and projections, generally known as a pro forma. We have reviewed the project based on general industry standards for construction, land, and project costs; market rate rents; operating expenses; developer fees; underwriting and financing criteria; and return on investment. The table below depicts the Developer’s proposed sources and uses for the project assuming full fees in the NW area.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	37,579,106	65%	239,357
Equity	20,234,903	35%	128,885
TOTAL SOURCES	57,814,009	100%	368,242

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	1,850,000	3%	11,783
Construction Costs	45,677,828	79%	290,942
Permits and Fees	4,461,113	8%	28,415
Professional Services	1,292,500	2%	8,232
Financing Costs	2,765,000	5%	17,611
Developer Fee	1,767,568	3%	11,258
TOTAL USES	57,814,009	100%	368,242

Pro Forma Analysis

- Project Financing: The Developer proposes to finance the project with a mortgage in the amount of \$37.58 million, which is 65% of the total development costs. Based on current underwriting conditions, the Developer is maximizing its amount of first mortgage debt. The Developer is proposing to bring \$20.23 million in equity, which is 35% of total project costs. The proposed financing meets expectations for a project of this nature.

- **Total Development Costs (TDC):** The TDC of the project is \$57.8 million or \$368,242 per unit. Projects like this one are generally ranging between \$275,000 and \$350,000 per unit. The project is at the upper end of this range, but higher fees are contributing to this.
- **Land Acquisition Costs:** The proposed land acquisition cost is \$1.85 million or approximately \$11,780 per unit. We would expect the cost of land to be between \$7,000 and 15,000 per unit for a site served by infrastructure. The land cost reflects a market price for a utility-served site.
- **Rents:** Proposed rents range between \$1,815 per month for a one bedroom + den unit, to \$2,900 per month for a 3-bedroom unit. On a per square foot basis, rents range between \$1.93 to \$2.33, averaging \$2.00. Projected rents for recent suburban market rate rental projects are ranging between \$2.00 and \$2.35 per square foot depending on location, unit size and amenities.
- **Operating Expenses:** The operating expenses of approximately \$5,551 per unit per year are higher than the typical range of \$3,500 to \$4,500 per unit per year (before management fees, property taxes, and replacement reserves). The operating expenses are slightly above the typical range.
- **Management Fee:** The management fee is projected at 4.2% of effective gross income (EGI). Management fees typically range between 3% to 5% of EGI. The proposed fee is within the acceptable range.
- **Developer Fee:** The developer fee of \$1,767,568 is 3.1% of total development costs. This is within the typical industry range of 3-5% for rental projects.
- **Return on Investment –** The project's yield on cost return on investment (net operating income / total development costs) at stabilization is 5.9%. Yield on cost is a return on investment metric commonly used by multi-family housing developers. Developers typically need a yield on cost approaching 6.5% for feasibility. Based on this, we can conclude that providing City assistance is warranted for the project.

Recommendation:

Based on our review of the Developer's pro forma, the project is being represented appropriately for the market. Since the projected return on investment is below market expectations, assistance from the City is justified to make the project financially feasible. Through this analysis and as a matter of policy, we recommend setting the fees for this project at the same level as other projects in Inver Grove Heights, outside of the NW area. This would mean a fee reduction of \$2,070,000 based on the City's calculations attached to this memorandum. The table on the following page shows the proposed revised sources and uses.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	36,233,606	65%	230,787
Equity	19,510,403	35%	124,270
TOTAL SOURCES	55,744,009	100%	355,057

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	1,850,000	3%	11,783
Construction Costs	45,677,828	82%	290,942
Permits and Fees	2,391,113	4%	15,230
Professional Services	1,292,500	2%	8,232
Financing Costs	2,765,000	5%	17,611
Developer Fee	1,767,568	3%	11,258
TOTAL USES	55,744,009	100%	355,057

Reducing city fees for the project by \$2,070,000, brings down the total development cost to \$55.74 million, or \$355,057 per unit. A reduction in development cost helps improve the Developer's yield on cost return on investment. Based on current projections, the developer's yield on cost will increase to 6.3% with the fee reduction at stabilization. This is approaching, but not exceeding, the returns necessary for financial feasibility. The developer indicated that the project can proceed with this level of assistance.

Please contact me at 651-697-8512 if you have any questions or comments.

2024 UTILITY CONNECTION FEES, CITY OF INVER GROVE HEIGHTS

Stuart Development - Archer Trail Townhomes
12 acres / 157 units / R-3C Zoning

Inside the NWA - @ PLAT	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$2,710	12	12	\$390,240
Water Plat Connection Fee	\$1,505	12	12	\$216,720
Stormwater Plat Connection Fee	\$16,567		12	\$198,804
			@PLAT TOTAL	\$805,764
Inside the NWA - @ BLDG PERMIT	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$7,310	157		\$1,147,670
Water Bldg Permit Connection Fee	\$4,095	157		\$642,915
			@ BLDG PERMIT TOTAL	\$1,790,585
			GRAND TOTAL	\$2,596,349

IF Outside the NWA - @ PLAT	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$1,805	3.5	12	\$75,810
Water Plat Connection Fee	\$1,805	3.5	12	\$75,810
Stormwater Plat Connection Fee	\$9,337		12	\$112,044
			@PLAT TOTAL	\$263,664
IF Outside the NWA - @ BLDG PERMIT	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$610	157		\$95,770
Water Bldg Permit Connection Fee	\$1,060	157		\$166,420
			@ BLDG PERMIT TOTAL	\$262,190
			GRAND TOTAL	\$525,854
			DIFFERENCE	\$2,070,495



Request for Council Action

SUBJECT: **Discussion of Potential Tax Abatement or Other Assistance for Multi-Family Development in the NWA**

MEETING DATE: January 8, 2024
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to receive a presentation and engage in a discussion regarding its interest in considering tax abatement for multi-family residential development in the northwest area (NWA).

BACKGROUND

Over the last few months, City staff have received multiple inquiries from developers wanting to know the Council's appetite for considering tax abatement for multi-family residential development in the northwest area (NWA). In order to provide accurate feedback to these inquiries, staff seeks to engage the Council in a discussion of the subject and gather some preliminary feedback to inform possible next steps.

Tax Abatement

In Minnesota, tax abatement is a property-tax based tool available to local governments to spur economic development or redevelopment. Unlike tax increment financing, which is another property-tax based economic development tool, a tax abatement approved by a city impacts only the city-portion of a property tax bill. Counties and school districts have the authority to enter into tax abatement agreements for their own portions of a property tax bill or be a party to the City's tax abatement agreement if they so choose, but in my experience, this is uncommon, at least within the metro-area.

Tax abatement can take several different forms and be used for several different types of economic development projects. To grant a tax abatement, the City Council must find that the proposed project (1) will produce benefits to the City at least equal to the cost of the abatement; and (2) is in the public interest because it will (a) increase or preserve the City's tax base, (b) provide employment opportunities in the City, (c) provide or help acquire public facilities, (d) help redevelop blighted areas, (e) help provide access to services for City residents, (f) finance or provide public infrastructure or (g) phase in a certain property tax increases. The purpose of providing a tax abatement is not to simply make a project less expensive for the developer, or to enhance their profit margin, but to make possible a project that is desirable to the City and would not otherwise proceed in the foreseeable future.

Tax Abatement Process

To initiate the process, a developer or property owner submits an application for tax abatement, which includes information about the property, the developer, the proposed project and its financial pro forma. That application is reviewed and analyzed by the City's financial advisor, Ehlers. Ehlers

reviews the application to evaluate: 1) the background, experience and creditworthiness of the developer; 2) the economic viability of the project, with and without assistance from the City; and 3) the amount of new property tax revenue the proposed development would generate for the City and that could possibly be available for abatement. The results of Ehlers' analysis are then presented to the City Council.

When evaluating a tax abatement request, the City Council should consider whether the financial analysis demonstrates, and the Council believes, that the proposed development, or a similar and equally desirable development, would not occur without the assistance of abatement. If that is the case, and the Council desires to see the development proceed, then offering a tax abatement would be reasonable.

Next, if there is support for proceeding with a tax abatement, City attorneys draft an abatement agreement. The tax abatement agreement details how much tax abatement revenue will be provided to the developer and under what conditions it will be provided. The City may choose the dates of the abatement term, and whether to abate all or a portion of City taxes during that term. The agreement is the mechanism for the City to ensure its development goals are met, and could include such things as affordable housing requirements, design elements, environmental standards, or job creation requirements. Depending on the amount and use of the tax abatement funds, the tax abatement agreement may need to include a business subsidy agreement under Minnesota Statutes, 116J.113-.115.

To adopt the tax abatement, the City Council holds a public hearing and adopts an abatement resolution. The City Council may approve the tax abatement agreement at that same meeting, or at a different one.

After approval and execution of the tax abatement and abatement agreement, the developer constructs the development, paying all applicable development fees and costs as any other project would. This includes utility connection fees, park dedication fees and building permit fees. The property owner is then required to pay their property tax bill in full in each year, with the tax amount calculated on the taxable market value established in accordance with state law, just like any other property. The City then "abates", or returns back to the property owner, all or a part of the city-portion of that property tax payment that is attributable to the value increase generated by the development in accordance with the abatement agreement.

The abatement is paid out to the property owner incrementally, with payments made approximately every six months, as the City receives its property tax revenues from the County. Abatement payments continue in accordance with the abatement agreement until the total amount of the abatement has been received by the property owner or the timeframe on the abatement has expired, whichever comes first.

Crossings at Inver Woods

As noted above, the City has one existing/outstanding tax abatement which is for the Crossings at Inver Woods, a 152-unit, market-rate apartment building constructed in 2021-2022. The tax abatement agreement for this project was entered into by the City Council in October of 2020. Once the project was deemed "substantially complete" in late 2022, abatement payments to the developer/property owner began in July of 2023.

The Crossings' tax abatement agreement provides for an abatement of \$1.6 million over 10 years. For that time period, the City will be providing services (police, fire, snowplowing, parks and recreation, etc.) to the residents of the Crossings, while only retaining the property tax revenue equivalent to what was paid when that site was vacant land. However, the City did receive full utility

connection and park dedication fees upfront, which can and will be used toward the City's obligations and projects in those areas. The County and school district are receiving their full property tax payments from the development, which likely would not have occurred without the assistance of abatement. And finally, when the abatement agreement expires in 10 years, the City will receive the full property tax payment on the apartment building for decades to come. Furthermore, the apartment project has created a housing option for those not seeking or not able to afford a single-family home in the NWA and those households create additional customers and provide a potential workforce for businesses in the area.

Impact of Fees in the NWA

Utility connection fees are the primary reason IGH may wish to consider tax abatement for multi-family development in the NWA, as such development may not occur without the assistance.

When the boundaries of the NWA were officially established and water and sewer service was extended into the area, the City Council at the time elected not to assess the benefiting property owners. Instead, the Council opted to use a combination of utility funds on hand and new debt issuance to pay the upfront costs, with the intent to repay those funds, and make the debt payments, through fees paid at the time of development. The City established utility connection fees specific to the NWA area which are intentionally higher than the fees charged elsewhere in the city, in order to raise the funds to pay back that upfront investment. The City currently has debt service payments totaling just over \$1 million due annually through 2031 and somewhat smaller payments due annually through 2036, to pay off the debt taken on to extend sewer service to the NWA. If sufficient revenue is not collected from utility connection fees paid by development, the City is obligated to make these debt service payments through other revenues. Higher sewer rates for all IGH customers or higher property taxes for all property owners are the most likely means of raising the needed funds, if development fees do not come through in time.

This NWA fee structure is not only higher than the fees charged elsewhere in the City, it follows a somewhat different structure – which impacts multi-family development more than single-family development. Outside the NWA, the water and sewer plat connection fees are a set dollar amount (\$1,805 each for 2024) multiplied by a density factor of 3.5, multiplied by the number of net developable acres. This is the formula for all types of development, including single-family, multi-family, commercial, industrial, etc. However, within the NWA, the set dollar amount is lower for water (\$1,505 compared to \$1,805) but is multiplied by an escalating density factor, depending on the zoning of the project. R-1 and R-2 development has a density factor of times 2, R-3A has a density factor of times 4, R-3B is times 6, and R-3C is times 12. Sanitary sewer plat connection fees see the same escalating density factors, but also have a higher set dollar amount as the basis (\$2,710 inside the NWA, compared to \$1,805 outside the NWA for 2024). When starting with this higher base, and then applying one of the higher density factors, the final fee for a multi-family project in the NWA is significantly larger than the fee for an equivalent project outside the NWA.

Examples of the fee differential for both multi-family and single-family development, inside and outside the NWA, are attached for reference.

Since the NWA overlay district was established, there has been only one apartment building constructed – the Crossings at Inver Wood – and it required tax abatement to make the project viable. Several other sites in the NWA that are guided and/or zoned for multi-family residential development have sat undeveloped. The one apartment project that has advanced to the construction phase in IGH since the Crossings at Inver Wood, is Trident Development's Avalon Apartments and Townhomes. This project is being constructed near the intersection of Hwy 3 and Diffley Rd, which is outside the NWA and therefore subject to the lower fee amounts.

There are certainly numerous factors that impact whether a development project proceeds, including the seller's desired price for their land, topography and site preparation costs, the cost of construction materials and labor, current interest rates and financing terms, development fees charged by the city and competing opportunities in other communities. Ehlers' analysis of tax abatement applications attempts to isolate the various factors to determine, for example, whether the land price is competitive with the market or the financing terms are reasonable, before the City takes action on an abatement application.

Approval of a tax abatement request is always a discretionary act by a City Council. There are no factors or situations that would legally require the Council to approve an economic development tax abatement. However, a Council may wish to consider abatement in order to facilitate certain types of development, the development of certain areas of the city, or the development of projects that would yield particular fee revenues for the City.

Alternatively, if the Council desires to do something, but does not wish to support a tax abatement, it may wish to consider reducing or restructuring the connection fees charged in the NWA. This could be expected to facilitate further development, especially the multi-family residential development that is particularly impacted by the current fee structure. It would also generate property tax revenue for the city, county and school district, without delay. However, a likely result of such development paying lower fees is a shortfall of revenue to repay the debt taken on by the City to extend utilities to the NWA and that shortfall would have to be made up from another, yet-to-be identified source. That said, if nothing is done and no development occurs, that will mean no fee revenue at all, and the City will also have to turn to other sources of funds to make its debt payments.

FISCAL IMPACT

RECOMMENDATION

This is a discussion item. Staff is not recommending a particular action at this time.

ATTACHMENTS

1. Comparison of Connection Fees (inside vs outside the NWA) (2024 fees)

26 acres
48 single family homes
R-1C zoning

Inside the NWA	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$2,710	2	26	\$140,920
Water Plat Connection Fee	\$1,505	2	26	\$78,260
Stormwater Plat Connection Fee	\$14,412		26	\$374,712
	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$7,310	48		\$350,880
Water Bldg Permit Connection Fee	\$4,095	48		\$196,560
TOTAL				\$1,141,332

Outside the NWA	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$1,805	3.5	26	\$164,255
Water Plat Connection Fee	\$1,805	3.5	26	\$164,255
Stormwater Plat Connection Fee	\$7,182		26	\$186,732
	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$610	48		\$29,280
Water Bldg Permit Connection Fee	\$1,060	48		\$50,880
TOTAL				\$595,402

difference \$545,930

1.9 times higher in NWA

6.3 acres
152 unit apartment bldg
R-3C zoning

Inside the NWA	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$2,710	12	6.3	\$204,876
Water Plat Connection Fee	\$1,505	12	6.3	\$113,778
Stormwater Plat Connection Fee	\$16,567		6.3	\$104,372
	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$7,310	152		\$1,111,120
Water Bldg Permit Connection Fee	\$4,095	152		\$622,440
TOTAL				\$2,156,586

Outside the NWA	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$1,805	3.5	6.3	\$39,800
Water Plat Connection Fee	\$1,805	3.5	6.3	\$39,800
Stormwater Plat Connection Fee	\$9,337		6.3	\$58,823
	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$610	152		\$92,720
Water Bldg Permit Connection Fee	\$1,060	152		\$161,120
TOTAL				\$392,264

difference \$1,764,323

5.5 times higher in NWA

Request for Council Action

SUBJECT: **Request for Financial Assistance for Proposed Multi-Family Residential Development - Agate Trail and 70th St. (continued)**

MEETING DATE: April 22, 2024

ITEM TYPE: Regular Business

CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to consider a request for financial assistance, in the form of a reduction in utility connection fees, to advance a proposed multi-family housing development on land located at the southwest corner of 70th St. and Agate Trail.

BACKGROUND

NOTE: This item was considered at the Council's April 8, 2024 meeting and continued to this meeting to provide staff time to gather additional information requested by the Council.

Original Background Information

The City Council previously approved a Planned Unit Development (PUD), often referred to as the "Peltier Development", that includes a number of single family residential units, a small city park and an apartment building on land east of Argenta Trail and south of 70th St. in the northwest area (NWA) of Inver Grove Heights. Some of the single-family housing units have been built, and the city park was substantially completed in 2023. The developer of the land - Builders Lot Group - is now looking to sell the lot platted and approved for an apartment building to a company called Yellow Tree Development, who is proposing to build on the site. However, Yellow Tree Development is seeking financial assistance, in the form of a fee reduction, to make the project financially viable. They are noting the substantially higher than normal utility connection fees established for the NWA of Inver Grove Heights as the reason the project would not be built "but for" some type of financial assistance. This has been common feedback to City staff over numerous years - that the utility connection fees established for the NWA - particularly for multi-family residential development - are cost prohibitive.

At its January 8, 2024 meeting, the Council received a presentation from staff regarding this ongoing issue and discussed the possibility of providing some form of financial assistance to multi-family residential projects in the NWA in acknowledgment of the fee impacts. That discussion included an overview of tax abatement, which is a form of financial assistance utilized by the City when the Crossings apartment building was constructed on 80th Street, as well as examples of the fee differential between the NWA and the remainder of Inver Grove Heights. The staff memo from that meeting is attached for reference.

Following the January 8 meeting, and based on feedback received from the Council at that time, staff communicated to multi-family developers actively looking at projects in the NWA that the City may be

open to some form of financial assistance and that they should complete the City's application for financial assistance and have it reviewed by the City's financial advisors at Ehlers if they wanted a more formal consideration of such a request. Ehlers evaluates the proposed cost of the development, including those for land acquisition, construction, financing and government fees, and the projected revenue (i.e. rents collected over time) that the project would yield. Ehlers then issues an analysis of whether there is a financial gap likely to prevent the project from advancing and possible reasons why.

Two such applications for financial assistance have been received by the City to date - one of which is from Yellow Tree Development for development of an apartment on the site within the Peltier Development. Ehlers has completed their financial analysis of the project and their report to the City is attached. (The second such application - from a different developer proposing a different project within the NWA - is scheduled to come before the Council at its April 22 meeting.)

The Council is asked to consider the request and provide direction for any next steps. If the Council is supportive of the requests and decides to provide a fee reduction, staff and the City Attorney would prepare a formal resolution for a vote at the next Council meeting.

Additional Background Information

At the April 8, 2024 City Council meeting, the Council asked for additional information regarding:

1. The City's utility connection fees and their relationship to comparable fees charged by other metro cities. *Data the City had hired its financial advisors to collect on this subject back in 2021 is attached to this document.*
2. The status of the City's Water, Sewer and Stormwater Capital Funds, to which the utility connection fees in question are deposited when received. *Five-year projections on both the Water and Sewer Capital Funds are attached.*
3. Data on the sale price of land that is not served by municipal utilities. *At the time this Council agenda was published, staff was still working to gather and organize relevant data in response to this request. This will be provided to the Council in advance of Monday's meeting.*

FISCAL IMPACT

Any form of financial assistance would have a fiscal impact to the City, but so would construction of the project.

If constructed, the proposed project would provide homes for approximately 240 new households. This brings new tax base to the City as well as new customers for area businesses.

Financial assistance to the project could come in several forms, but what is evaluated in the attached report from Ehlers is a reduction in utility connection fees to the amount that an equivalent project would pay if built outside the NWA. This results in a \$2,556,447 "reduction" in revenue for the City's Water, Sewer and Stormwater Capital Funds. However, if the project doesn't get built, those funds would receive no revenue at all.

RECOMMENDATION

If the Council wishes to provide the fee reduction requested, it is asked to adopt the attached Resolution.

ATTACHMENTS

1. Resolution Granting Fee Modifications (Yellow Tree Development)
2. Ehlers 2021 Fee Comparison
3. Water Capital Fund 5 year Projection
4. Sewer Capital Fund 5 year Projection
5. Ehlers Memo - Results of Financial Analysis for YellowTree (3-25-24)
6. 2024-01-08 City Council Regular Meeting Memo

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

RESOLUTION NO. _____

**RESOLUTION APPROVING MODIFIED UTILITY CONNECTION FEES FOR
THE RESIDENTIAL DEVELOPMENT ON LOT 1, BLOCK 13 IN THE PLAT OF PELTIER RESERVE**

WHEREAS, Yellow Tree Development (the “Developer”) has filed a Planned Unit Development Application for Lot 1, Block 13 in the plat of Peltier Reserve; and

WHEREAS, Yellow Tree Development intends to develop a single 242 unit apartment building on Lot 1, Block 13, in the plat of Peltier Reserve; and

WHEREAS, the property to be developed lies within the Northwest Area of the City and is therefore subject to the utility connection fees for the Northwest Area; and

WHEREAS, the proposed plat and development of the land is consistent with the City's adopted 2040 Comprehensive Plan, without need for amendment; and

WHEREAS, the Developer has requested that the City provide financial assistance for the Housing Development in the form of either tax abatement or a reduction in fees to be paid in conjunction with the Housing Development, and

WHEREAS, Developer has submitted financial information related to the Housing Development, including development-related costs and the anticipated return on investment, which was requested by the City in connection with the Developer's application for financial assistance; and

WHEREAS, Developer has advised the City that but for the receipt of the requested financial assistance, the Housing Development would not move forward as it would not be financially viable; and

WHEREAS, the information supplied by the Developer has been reviewed and analyzed by the City's financial advisor, Ehlers, and the analysis finds that financial assistance is justified in order to make the Housing Development financially viable; and

WHEREAS, the City Council finds that it is unlikely that the property would develop in conformance with the City's Comprehensive Plan at this time but for receipt of the requested financial assistance; and

WHEREAS, the City Council, having reviewed the information provided by the Developer and the report prepared by Ehlers, has determined that the provision of financial assistance in the form of a reduction of certain sewer and water plat and building connection fees for the Housing Development will serve a public purpose, namely facilitation of the Housing Development and related retail side development.

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

1. The utility connection fees for the Housing Development to be located Lot 1, Block 13, in the plat of Peltier Reserve, namely the: 1) water plat connection fees; 2) water building permit connection fees; 3) sanitary sewer plat connection fees; 4) sanitary sewer building permit connection fees; and 5) stormwater plat connection fees shall be charged at the rates found in the City Code and Fee Schedule for Land Outside the Northwest Area. The rates charged to the Developer shall be those in effect at the time that the Developer is required to pay the fee.
2. All other fees required to be paid with respect to the development of Lot 1, Block 13 in the plat of Peltier Reserve shall be at the applicable rates as established by City Code, Resolution or Council-adopted fee schedule.
3. This fee reduction shall be incorporated into a Development Contract for Lot 1, Block 13 in the plat of Peltier Reserve
4. This fee reduction shall apply only to the development of Lot 1, Block 13 in the plat of Peltier Reserve by the Developer in accordance with the approved Preliminary Plat and Plan Unit Development Plan, and the Final Plat and Final Planned Unit Development Plan and is nontransferable.
5. This fee reduction shall expire and be of no further effect unless a Development Contract for Lot 1, Block 13 in the plat of Peltier Reserve between the City and the Developer is executed and the fees outlined in Paragraph 1 above have been paid on or before May 1, 2026.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 22nd day of April, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

Memo

To: Mayor and City Council
FROM: Kris Wilson, City Administrator
CC: Amy Hove, Finance Director; Brian Connolly, PW Director
DATE: April 12, 2024
RE: 2021 Comparison of IGH Development Fees



In 2021, the City asked its financial advisors at Ehlers to put together the attached comparison of the City's development fees with those charged by other cities in the metro-area. The analysis looked at Inver Grove Heights's fees both inside and outside the NWA compared to nine other communities:

1. Apple Valley
2. Burnsville
3. Chanhassen
4. Cottage Grove
5. Eagan
6. Hastings
7. Lakeville
8. Rosemount
9. Woodbury

The fees examined were:

1. Water Connection Fees
2. Sanitary Sewer Connection Fees
3. Stormwater Connection Fees
4. Park Dedication Fees (when \$ is accepted in lieu of land)

The effort examined the fees a developer would pay in these categories for each of the nine comparison cities, plus inside and outside the NWA of Inver Grove Heights, using three hypothetical developments:

1. Single Family Residential
2. 150-unit Multi-Family Residential
3. 100,000 sq. ft. Industrial

If the Council is interested in updated comparison data in preparation for setting the City's 2025 connection fee amounts, staff would suggest two changes:

1. Add a fourth hypothetical development related to a townhome development, to provide information on the full spectrum of residential development types commonly seen in the IGH.

2. Remove one or two of the more fully developed cities in Dakota County (such as Apple Valley and Burnsville) from the list of comparison cities and replace them with a developing city or two in the north metro.

Ehlers has indicated that such an update would cost approximately \$2,700.

Appendix A

Comparison of 2021 Development Fees for a Single Family Home

Assumes one single family home on one-third of an acre. Assumes .5 gross acres.

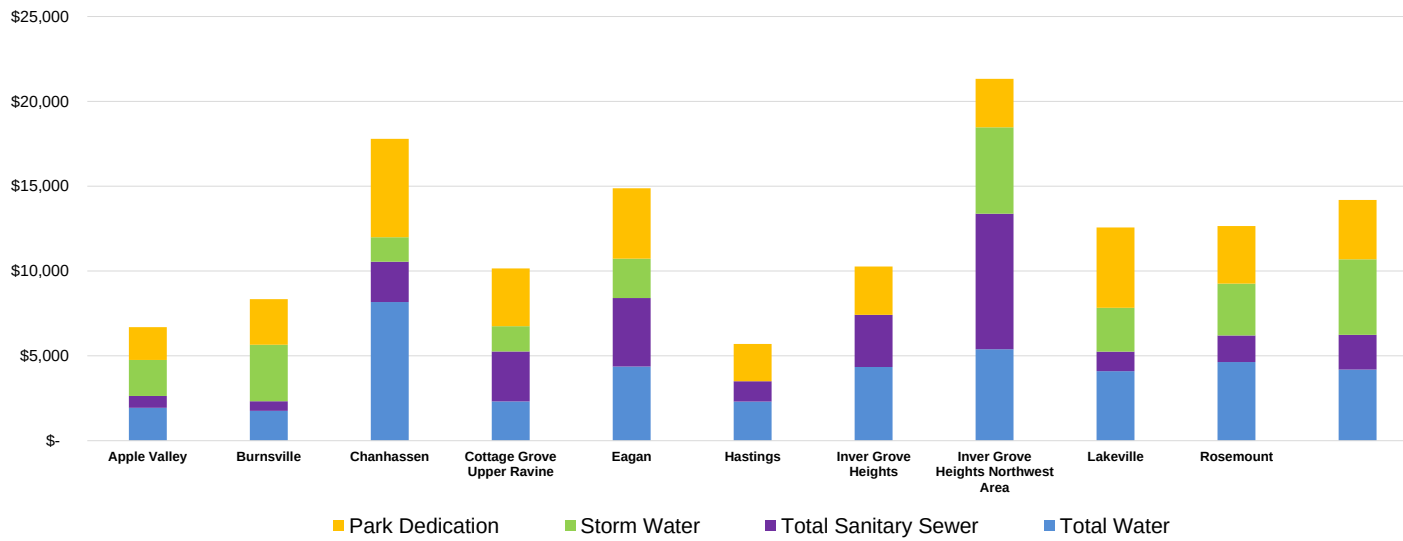
Assumes a <1" meter. Excludes lateral installation, permit fees and meter costs

	Water Trunk Fee*	Water Connection Fee**	Total Water	Sanitary Sewer Trunk Fee*	Sanitary Sewer Connection Fee**	Total Sanitary Sewer	Storm Water	Park Dedication	Total Fees	Total Fees per Unit	Comments
Apple Valley	\$ 948	\$ 995	\$ 1,943	\$ 325	\$ 367	\$ 692	\$ 2,122	\$ 1,935	\$ 4,757	\$ 4,757	A minimum of 5% of land area must be dedicated for stormwater ponding
Burnsville	\$ -	\$ 1,755	\$ 1,755	\$ -	\$ 567	\$ 567	\$ 3,336	\$ 2,685	\$ 8,343	\$ 8,343	
Chanhassen	\$ 2,392	\$ 5,777	\$ 8,169	\$ 691	\$ 1,686	\$ 2,377	\$ 1,442	\$ 5,800	\$ 17,788	\$ 17,788	Assumes development receives 50% credit for stormwater fee for on-site ponding
Cottage Grove Upper Ravine	\$ 1,107	\$ 1,212	\$ 2,319	\$ 2,561	\$ 376	\$ 2,937	\$ 1,492	\$ 3,400	\$ 10,148	\$ 10,148	
Eagan	\$ 1,790	\$ 2,583	\$ 4,373	\$ 1,716	\$ 2,320	\$ 4,036	\$ 2,321	\$ 4,147	\$ 14,877	\$ 14,877	Park Dedication Fees include Trailway Dedication. If developer does not construct stormwater pond on-site, additional Water Quality Dedication Fee is due.
Hastings	\$ -	\$ 2,306	\$ 2,306	\$ 485	\$ 709	\$ 1,194	\$ -	\$ 2,200	\$ 5,700	\$ 5,700	
Inver Grove Heights	\$ 2,538	\$ 1,810	\$ 4,348	\$ 2,538	\$ 530	\$ 3,068	\$ -	\$ 2,850	\$ 10,265	\$ 10,265	
Inver Grove Heights Northwest Area	\$ 892	\$ 4,500	\$ 5,392	\$ 1,558	\$ 6,430	\$ 7,988	\$ 5,092	\$ 2,850	\$ 21,322	\$ 21,322	
Lakeville	\$ -	\$ 4,100	\$ 4,100	\$ 327	\$ 825	\$ 1,152	\$ 2,582	\$ 4,734	\$ 12,568	\$ 12,568	*For purposes of comparison when with Residential (High Density) Park Dedication Fee.
Rosemount	\$ 2,165	\$ 2,475	\$ 4,640	\$ 358	\$ 1,200	\$ 1,558	\$ 3,056	\$ 3,400	\$ 12,654	\$ 12,654	
Woodbury Water District No. 2 and Sanitary Sewer District No. 12	\$ 2,989	\$ 1,200	\$ 4,189	\$ 1,006	\$ 1,045	\$ 2,051	\$ 4,447	\$ 3,500	\$ 14,187	\$ 14,187	All fees vary by district. Assumed SWWD Central Draw (Within 2030 MUSA) for storm water district.
Average	\$ 1,347	\$ 2,610	\$ 3,958	\$ 1,051	\$ 1,460	\$ 2,511	\$ 2,354	\$ 3,409	\$ 12,055	\$ 12,055	
Average Excluding the Northwest Area	\$ 1,393	\$ 2,421	\$ 3,814	\$ 1,001	\$ 962	\$ 1,963	\$ 2,080	\$ 3,465	\$ 11,129	\$ 11,129	

* For purposes of comparison, fees that other cities charge at time of plat are characterized as water trunk fees.

** For purposes of comparison, fees that other cities collect at time of building permit are characterized as water connection fees.

**Infrastructure Development Fees for Single Family Home
(Assumes 1/3 developable acre)**



Appendix B

Comparison of 2021 Development Fees for a 150-unit Multi-Family Housing Development

Assumes 16 multi-family units per net developable acre for a total site of 9.5 net developable acres. Assumes 10.5 gross acres.
Excludes lateral installation, permit fees and meter costs. Assumes a 3" meter.

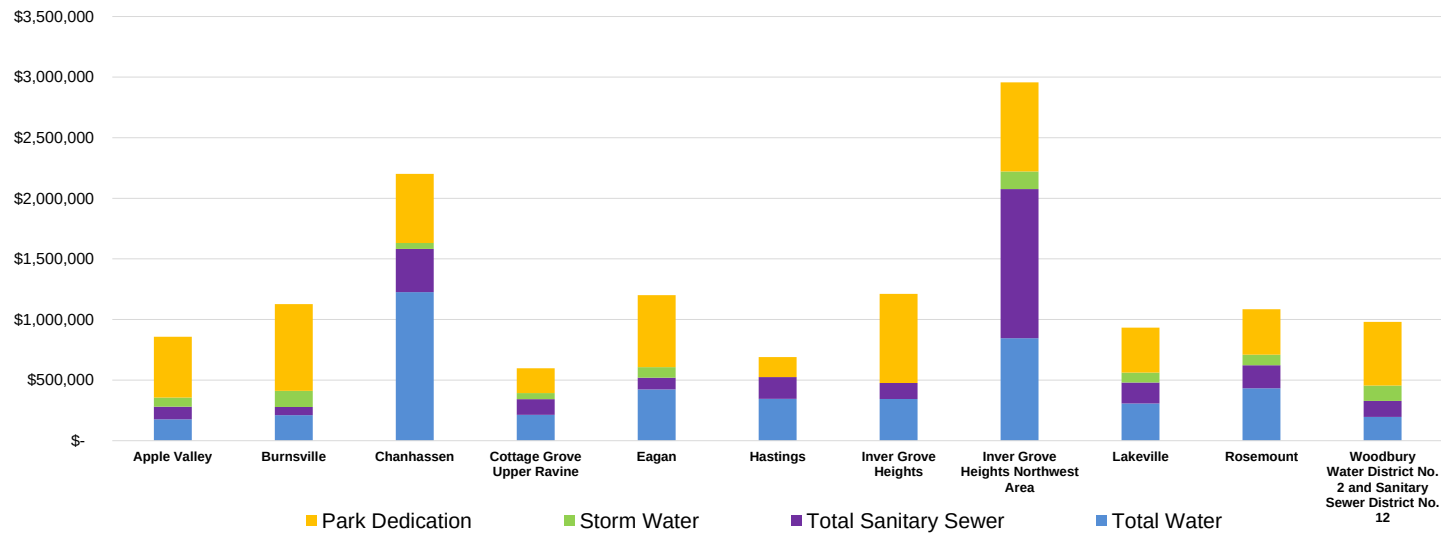
	Water Trunk Fee*	Water Connection Fee**	Total Water	Sanitary Sewer Trunk Fee*	Sanitary Sewer Connection Fee**	Total Sanitary Sewer	Storm Water	Park Dedication	Total Fees	Total Fees per Unit	Comments
Apple Valley	\$ 27,037	\$ 149,250	\$ 176,287	\$ 48,750	\$ 55,050	\$ 103,800	\$ 75,630	\$ 501,375	\$ 355,717	\$ 2,371	A minimum of 5% of land area must be dedicated for stormwater ponding
Burnsville	\$ -	\$ 210,450	\$ 210,450	\$ -	\$ 68,040	\$ 68,040	\$ 132,422	\$ 716,400	\$ 1,127,312	\$ 7,515	
Chanhassen	\$ 358,800	\$ 866,550	\$ 1,225,350	\$ 103,650	\$ 252,900	\$ 356,550	\$ 49,353	\$ 570,000	\$ 2,201,253	\$ 14,675	Assumes development receives 50% credit for stormwater fee for on-site ponding
Cottage Grove Upper Ravine	\$ 31,578	\$ 181,800	\$ 213,378	\$ 73,074	\$ 56,400	\$ 129,474	\$ 50,360	\$ 204,000	\$ 597,212	\$ 3,981	
Eagan	\$ 35,433	\$ 387,375	\$ 422,808	\$ 33,561	\$ 62,833	\$ 96,394	\$ 86,902	\$ 594,450	\$ 1,200,554	\$ 8,004	Park Dedication Fees include Trailway Dedication. If developer does not construct stormwater pond on-site, additional Water Quality Dedication Fee is due.
Hastings	\$ -	\$ 345,938	\$ 345,938	\$ 72,750	\$ 106,313	\$ 179,063	\$ -	\$ 165,000	\$ 690,000	\$ 4,600	
Inver Grove Heights	\$ 53,288	\$ 290,420	\$ 343,708	\$ 53,288	\$ 79,500	\$ 132,788	\$ -	\$ 735,000	\$ 1,211,495	\$ 8,077	
Inver Grove Heights Northwest Area	\$ 152,760	\$ 692,580	\$ 845,340	\$ 266,760	\$ 964,500	\$ 1,231,260	\$ 145,255	\$ 735,000	\$ 2,956,855	\$ 19,712	
Lakeville	\$ -	\$ 307,500	\$ 307,500	\$ 49,050	\$ 123,750	\$ 172,800	\$ 81,936	\$ 370,500	\$ 932,736	\$ 6,218	
Rosemount	\$ 61,750	\$ 371,250	\$ 433,000	\$ 10,213	\$ 180,000	\$ 190,213	\$ 86,783	\$ 375,000	\$ 1,084,995	\$ 7,233	
Woodbury Water District No. 2 and Sanitary Sewer District No. 12	\$ 86,070	\$ 109,500	\$ 195,570	\$ 28,975	\$ 103,500	\$ 132,475	\$ 126,873	\$ 525,000	\$ 979,918	\$ 6,533	Fees vary based on districts within City. Storm water based on SWWD Central Draw Within 2030 MUSA District
Average	\$ 73,338	\$ 355,692	\$ 429,030	\$ 67,279	\$ 186,617	\$ 253,896	\$ 75,956	\$ 499,248	\$ 1,212,550	\$ 8,084	
Average Excluding the Northwest Area	\$ 65,396	\$ 322,003	\$ 387,399	\$ 47,331	\$ 108,829	\$ 156,160	\$ 69,026	\$ 475,673	\$ 1,038,119	\$ 6,921	

* For purposes of comparison, fees that other cities charge at time of plat are characterized as water trunk fees.

** For purposes of comparison, fees that other cities collect at time of building permit are characterized as water connection fees.



Infrastructure Development Fees for Sample Multifamily Project (Assumes 150 units on 9.5 developable acres)



Appendix C

Comparison of 2020 Development Fees for a 100,000 sq. ft. Industrial Property

Assumes 6.8 net developable acres, 8 gross acres and 28 SAC units.

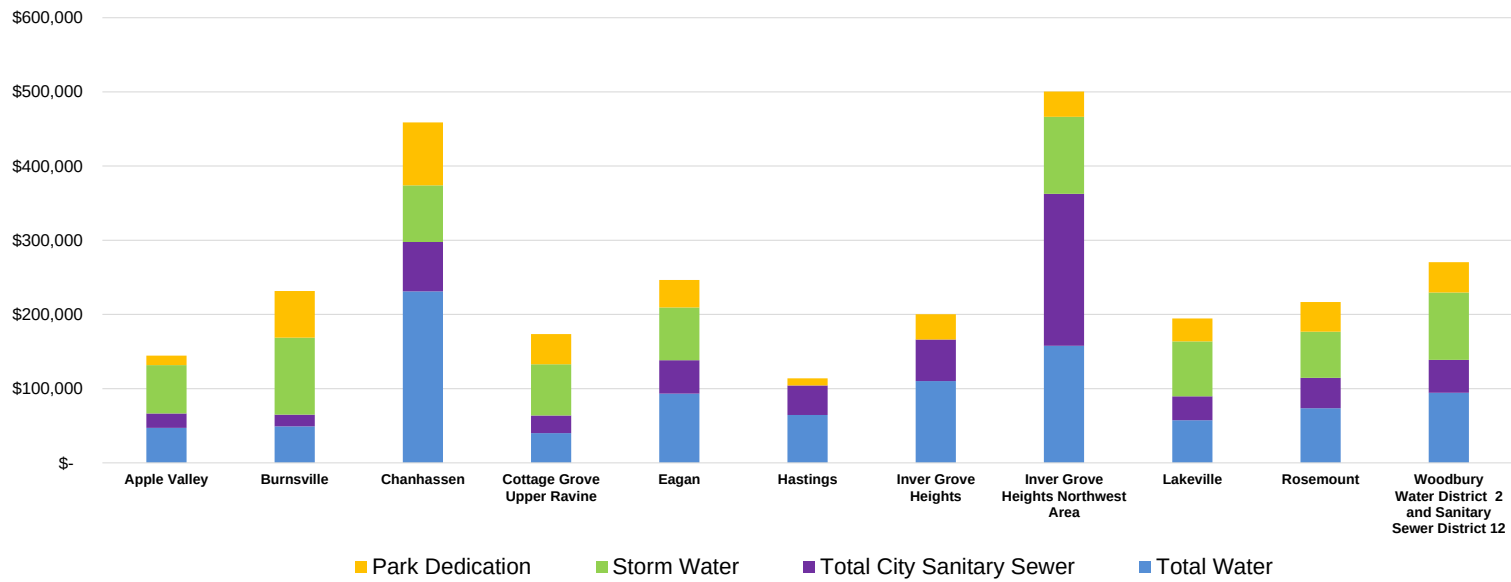
Excludes lateral installation, permit fees and meter costs. Assumes a 3" meter.

	Water Trunk Fee*	Water Connection Fee**	Total Water	Sanitary Sewer Trunk Fee*	Sanitary Sewer Connection Fee**	Total City Sanitary Sewer	Storm Water	Park Dedication	Total Fees	Total Fees per Square Foot	Comments
Apple Valley	\$ 19,353	\$ 27,860	\$ 47,213	\$ 9,100	\$ 10,276	\$ 19,376	\$ 65,028	\$ 12,800	\$ 131,617	\$ 2.19	A minimum of 5% of land area must be dedicated for stormwater ponding
Burnsville	\$ -	\$ 49,140	\$ 49,140	\$ -	\$ 15,876	\$ 15,876	\$ 103,673	\$ 62,900	\$ 231,589	\$ 3.86	
Chanhassen	\$ 69,328	\$ 161,756	\$ 231,084	\$ 19,348	\$ 47,208	\$ 66,556	\$ 76,330	\$ 85,000	\$ 458,970	\$ 7.65	Assumes development receives 50% credit for stormwater fee for on-site ponding
Cottage Grove Upper Ravine	\$ 22,583	\$ 17,367	\$ 39,950	\$ 14,362	\$ 9,608	\$ 23,970	\$ 68,932	\$ 40,800	\$ 173,652	\$ 2.89	
Eagan	\$ 25,363	\$ 67,854	\$ 93,217	\$ 23,961	\$ 21,121	\$ 45,082	\$ 71,090	\$ 37,086	\$ 246,475	\$ 4.11	Park Dedication Fees include Trailway Dedication. If developer does not construct stormwater pond on-site, additional Water Quality Dedication Fee is due.
Hastings	\$ -	\$ 64,575	\$ 64,575	\$ 19,788	\$ 19,845	\$ 39,633	\$ -	\$ 9,600	\$ 113,808	\$ 1.90	
Inver Grove Heights	\$ 40,600	\$ 69,600	\$ 110,200	\$ 40,600	\$ 15,480	\$ 56,080	\$ -	\$ 34,000	\$ 200,280	\$ 3.34	
Inver Grove Heights Northwest Area	\$ 14,176	\$ 143,580	\$ 157,756	\$ 24,755	\$ 180,040	\$ 204,795	\$ 103,972	\$ 34,000	\$ 500,522	\$ 8.34	
Lakeville	\$ -	\$ 57,400	\$ 57,400	\$ 9,156	\$ 23,100	\$ 32,256	\$ 74,052	\$ 30,994	\$ 194,702	\$ 3.25	
Rosemount	\$ 44,200	\$ 29,450	\$ 73,650	\$ 7,310	\$ 33,600	\$ 40,910	\$ 62,118	\$ 40,000	\$ 216,678	\$ 3.61	
Woodbury Water District 2 and Sanitary Sewer District 12	\$ 94,520	\$ -	\$ 94,520	\$ 44,302	\$ -	\$ 44,302	\$ 90,814	\$ 40,800	\$ 270,436	\$ 4.51	All fees vary by district. Assumed SWWD Central Draw (Within 2030 MUSA) for storm water district.
Average	\$ 30,011	\$ 62,598	\$ 92,609	\$ 19,335	\$ 34,196	\$ 53,531	\$ 65,092	\$ 38,907	\$ 248,975	\$ 4.15	
Average Excluding the Northwest Area	\$ 31,595	\$ 54,500	\$ 86,095	\$ 18,793	\$ 19,611	\$ 38,404	\$ 61,204	\$ 39,398	\$ 223,821	\$ 3.73	

* For purposes of comparison, fees that other cities charge at time of plat are characterized as water trunk fees.

** For purposes of comparison, fees that other cities collect at time of building permit are characterized as water connection fees.

Infrastructure Development Fees for Sample Industrial Project
 (Assumes 100,000 sq. ft. building with 28 SAC units on 6.8 developable acres)



CITY OF INVER GROVE HEIGHTS, MINNESOTA
Capital Improvement Financing Plan
Water Capital Fund (Fund 511)

CASH FLOW ANALYSIS	FUND 511 - WATER CAPITAL FUND					
	Actual	Budget	Projected	Projected	Projected	Projected
	2023	2024	2025	2026	2027	2028
	REVENUE					
	Development-Related Connection Fees					
	Plat Connections	170,621	25,000	25,000	25,000	25,000
	Permit Connections	386,390	350,000	250,000	250,000	250,000
	Core Connections	217,560	200,000	150,000	150,000	150,000
	Water Treatment Plant Fee	113,110	150,000	100,000	100,000	100,000
	Interest	139,054	75,000	75,000	75,000	75,000
	Other Fees & Reimbursements					
	TOTAL REVENUE	1,026,735	800,000	600,000	600,000	600,000
	TRANSFERS IN					
	Water Operating (Fund 510) - PY residual balances	6,126,369				
	NWA Water Capital Fund Balance (Fund 513)	4,140,588				
	Water Operating (Fund 510) - annual depreciation (tied to AE2S utility rate study modeling)	463,962	1,123,500	1,157,205	1,191,921	1,227,679
	TOTAL TRANSFERS IN	10,730,919	1,123,500	1,157,205	1,191,921	1,227,679
	MPFA LOAN PROCEEDS - Water Treatment Plant		2,706,000			
	ARPA Funds - Water Treatment Plant		2,500,000			
	TOTAL REVENUES & TRANSFERS IN	11,757,654	7,129,500	1,757,205	1,791,921	1,827,679
	NON-CAPITALIZED EXPENSES					
	Pump Inspections	25,000	60,000	65,000	35,000	38,000
	Water Management System Plan & Studies				70,000	
	Watermain Breaks & Street Patching	90,000				
	CAPITAL PROJECTS - WATER SYSTEM					
	Water Treatment Plant Repair & Rehabilitation		5,206,000			
	Automated Metering Infrastructure (AMI)			200,000	1,600,000	1,600,000
	Well Pump & Service Rehabilitations	125,000	130,000	135,000	140,000	150,000
	Rehab Northside Booster Pumps	75,000				
	Water Treatment Plant Sludge Pump Replacement			35,000	40,000	45,000
	Northside Water Tower Painting				100,000	950,000
	SCADA System Upgrade				100,000	
	CAPITAL PROJECTS - FACILITY					
	Dehumidifier		125,000			
	Make Up Unit & Roof Top Unit			80,000		
	Exhaust Unit #2				13,000	
	DEBT SERVICE					
	MPFA G.O. Loan (20 yr @ 3.0% int., level principal)			216,480	212,421	208,362
	TOTAL EXPENSES	315,000	5,521,000	731,480	2,140,421	3,158,362
	TRANSFERS OUT					
	Local Street Projects (Fund 440)	900,000	910,089	1,897,944	851,616	638,515
	Partnership Projects (Fund 441)		10,750	34,500	-	25,000
	Parks Capital Replacement (Fund 401)	100,000				30,000
	117th Street Project (FUND 436)					
	TOTAL TRANSFERS OUT	1,000,000	920,839	1,932,444	851,616	1,038,195
	TOTAL EXPENSES & TRANSFERS OUT	1,315,000	6,441,839	2,663,924	2,992,037	4,196,557
	ENDING CASH BALANCE	12,084,093	12,771,754	11,865,035	10,664,919	8,296,041
						7,444,732

CITY OF INVER GROVE HEIGHTS, MINNESOTA
Capital Improvement Financing Plan
Sewer Capital Fund (Fund 521)

CASH FLOW ANALYSIS	FUND 521 - SEWER CAPITAL FUND		Actual	Budget	Projected	Projected	Projected	Projected
			2023	2024	2025	2026	2027	2028
	REVENUE							
	Development-Related Connection Fees							
	Plat Connections	186,747	45,000	45,000	45,000	45,000	45,000	45,000
	Permit Connections	600,930	500,000	355,000	355,000	355,000	355,000	355,000
	Core Connections	68,891	75,000	50,000	50,000	50,000	50,000	50,000
	Interest	53,934	35,000	25,000	25,000	25,000	25,000	25,000
	Other Fees & Reimbursements	-	-	-	-	-	-	-
	TOTAL REVENUE	910,502	655,000	475,000	475,000	475,000	475,000	475,000
TRANSFERS IN								
Sewer Operating (Fund 520) - PY residual balances		5,547,485						
Sewer Operating (Fund 520) - annual depreciation		721,845	800,000	800,000	800,000	800,000	800,000	800,000
Closed Bond Fund - Remaining Balance						900,000		
TOTAL TRANSFERS IN		6,269,330	800,000	800,000	800,000	1,700,000	800,000	
TOTAL REVENUES & TRANSFERS IN		7,179,832	1,455,000	1,275,000	1,275,000	2,175,000	1,275,000	
NON-CAPITALIZED EXPENSES								
Sanitary Sewer Cleaning & Televising		200,000	350,000	365,000	375,000	390,000	410,000	
CAPITAL PROJECTS - SEWER SYSTEM								
Lift Station Rehabilitation		-	150,000	-	175,000	-	-	-
Sanitary Sewer Rehabilitation		200,000	240,000	270,000	300,000	330,000	365,000	
DEBT SERVICE								
Sewer Debt Administration		2,975	2,975	2,975	2,975	2,975	2,975	2,975
2015B Sewer Bonds		357,700	356,700	361,675	356,250	360,525	360,925	
2017A Sewer Bonds		421,325	422,475	418,781	420,256	416,525	417,588	
2021A Sewer Bonds		259,250	263,400	262,325	261,100	264,650	262,975	
TOTAL EXPENSES		1,441,250	1,785,550	1,680,756	1,890,581	1,764,675	1,819,463	
TRANSFERS OUT								
Local Street Projects (Fund 440)		616,545	707,419	1,488,728	578,549	715,309	425,542	
Partnership Projects (Fund 441)		-	7,750	12,000	-	-	46,000	
NWA Sewer Capital Fund (Fund 523) - to close fund		229,416						
TOTAL TRANSFERS OUT		845,961	715,169	1,500,728	578,549	715,309	471,542	
TOTAL EXPENSES & TRANSFERS OUT		2,287,211	2,500,719	3,181,484	2,469,130	2,479,984	2,291,005	
ENDING CASH BALANCE		6,794,767	5,749,048	3,842,564	2,648,434	2,343,450	1,327,445	

MEMORANDUM

TO: Kris Wilson, City Administrator

FROM: Jason Aarsvold, Ehlers

DATE: March 25, 2024

SUBJECT: Yellow Tree Development Request for Financial Assistance

The City of Inver Grove Heights (the “City”) received a request for assistance from Yellow Tree Development (the “Developer”) to construct a 242-unit market rate rental project located at southwest intersection of 70th St. W. and Agate Trail. Citing a financial gap in the project related to higher fees in the NW area of the City, the Developer is requesting a fee reduction to make the project financially feasible.

This memo reviews the need for fee reduction based on our analysis of the developer’s project budget and projections, generally known as a pro forma. We have reviewed the project based on general industry standards for construction, land, and project costs; market rate rents; operating expenses; developer fees; underwriting and financing criteria; and return on investment. The table below depicts the Developer’s proposed sources and uses for the project assuming full fees in the NW area.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	43,177,181	65.0%	178,418
Equity	23,249,251	35.0%	96,071
TOTAL SOURCES	66,426,432	100%	274,489

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	3,600,000	5.4%	14,876
Construction Costs	46,984,697	70.7%	194,152
Permits / Fees	4,562,235	6.9%	18,852
Professional Services	4,924,500	7.4%	20,349
Financing Costs	3,555,000	5.4%	14,690
Developer Fee	2,500,000	3.8%	10,331
Cash Accounts/Escrows/Reserves	300,000	0.5%	1,240
TOTAL USES	66,426,432	100%	274,489

Pro Forma Analysis

- Project Financing: The Developer proposes to finance the project with a mortgage in the amount of \$43.2 million, which is 65% of the total development costs. Based on current underwriting conditions, the Developer is maximizing its amount of first mortgage debt. The Developer is proposing to bring \$23.25 million in equity, which is 35% of total project costs. The proposed financing meets expectations for a project of this nature.

- **Total Development Costs (TDC):** The TDC of the project is \$66.4 million or \$274,489 per unit. Projects like this one are generally ranging between \$275,000 and \$325,000 per unit. The project is generally within the expected range.
- **Land Acquisition Costs:** The proposed land acquisition cost is \$3.6 million or approximately \$14,876 per unit. We would expect the cost of land to be between \$7,000 and 15,000 per unit for a site served by infrastructure. The land cost is at the higher end of market price for a utility-served site.
- **Rents:** Proposed rents range between \$1,125 per month for a studio unit, to \$3,800 per month for a 3-bedroom unit. On a per square foot basis, rents range between \$1.84 to \$2.68, averaging \$2.11. Projected rents for recent suburban market rate rental projects are ranging between \$2.00 and \$2.35 per square foot depending on location, unit size and amenities.
- **Operating Expenses:** The operating expenses of approximately \$5,083 per unit per year are slightly above the typical range of \$3,500 to \$4,500 per unit per year (before management fees, property taxes, and replacement reserves).
- **Management Fee:** The management fee is projected at 4% of effective gross income (EGI). Management fees typically range between 3% to 5% of EGI. The proposed fee is within the acceptable range.
- **Developer Fee:** The developer fee of \$2.5 million is 3.8% of total development costs. This is within the typical industry range of 3-5% for rental projects.
- **Return on Investment –** The project's yield on cost return on investment (net operating income / total development costs) at stabilization is 5.2%. Yield on cost is a return on investment metric commonly used by multi-family housing developers. Developers typically need a yield on cost approaching 6.5% for feasibility. Based on this, we can conclude that providing City assistance is warranted for the project.

Recommendation:

Based on our review of the Developer's pro forma, the project is being represented appropriately for the market. Since the projected return on investment is below market expectations, assistance from the City is justified to make the project financially feasible. Through this analysis and as a matter of policy, we recommend setting the fees for this project at the same level as other projects in Inver Grove Heights, outside of the NW area. This would mean a fee reduction of \$2,556,447 based on the City's calculations attached to this memorandum. The table on the following page shows the proposed revised sources and uses.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	41,515,490	65.0%	171,552
Equity	22,354,495	35.0%	92,374
TOTAL SOURCES	63,869,985	100%	263,926

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	3,600,000	5.6%	14,876
Construction Costs	46,984,697	73.6%	194,152
Permits / Fees	2,005,788	3.1%	8,288
Professional Services	4,924,500	7.7%	20,349
Financing Costs	3,555,000	5.6%	14,690
Developer Fee	2,500,000	3.9%	10,331
Cash Accounts/Escrows/Reserves	300,000	0.5%	1,240
TOTAL USES	63,869,985	100%	263,926

Reducing city fees for the project by \$2,556,447 brings down the total development cost to \$63.87 million, or \$263,926 per unit. A reduction in development cost helps improve the Developer's yield on cost return on investment. Based on current projections, the developer's yield on cost will increase to 5.6% with the fee reduction at stabilization. This is approaching, but not exceeding, the returns necessary for financial feasibility. The Developer indicated that the project can proceed with this level of assistance.

Please contact me at 651-697-8512 if you have any questions or comments.

2024 UTILITY CONNECTION FEES, CITY OF INVER GROVE HEIGHTS

Proposed YellowTree Apartment Project

4.44 acres / 242 units / R-3C Zoning

Inside the NWA - @ PLAT	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$2,710	12	4.44	\$144,389
Water Plat Connection Fee	\$1,505	12	4.44	\$80,186
Stormwater Plat Connection Fee	\$16,567		4.44	\$73,557
			@PLAT TOTAL	\$298,133
Inside the NWA - @ BLDG PERMIT	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$7,310	242		\$1,769,020
Water Bldg Permit Connection Fee	\$4,095	242		\$990,990
			@ BLDG PERMIT TOTAL	\$2,760,010
GRAND TOTAL				\$3,058,143

IF Outside the NWA - @ PLAT	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$1,805	3.5	4.44	\$28,050
Water Plat Connection Fee	\$1,805	3.5	4.44	\$28,050
Stormwater Plat Connection Fee	\$9,337		4.44	\$41,456
			@PLAT TOTAL	\$97,556
IF Outside the NWA - @ BLDG PERMIT	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$610	242		\$147,620
Water Bldg Permit Connection Fee	\$1,060	242		\$256,520
			@ BLDG PERMIT TOTAL	\$404,140
GRAND TOTAL				\$501,696



Request for Council Action

SUBJECT: **Discussion of Potential Tax Abatement or Other Assistance for Multi-Family Development in the NWA**

MEETING DATE: January 8, 2024
ITEM TYPE: Regular Business
CONTACT: Kris Wilson, City Administrator, 651.450.2511

ACTION REQUESTED

The Council is asked to receive a presentation and engage in a discussion regarding its interest in considering tax abatement for multi-family residential development in the northwest area (NWA).

BACKGROUND

Over the last few months, City staff have received multiple inquiries from developers wanting to know the Council's appetite for considering tax abatement for multi-family residential development in the northwest area (NWA). In order to provide accurate feedback to these inquiries, staff seeks to engage the Council in a discussion of the subject and gather some preliminary feedback to inform possible next steps.

Tax Abatement

In Minnesota, tax abatement is a property-tax based tool available to local governments to spur economic development or redevelopment. Unlike tax increment financing, which is another property-tax based economic development tool, a tax abatement approved by a city impacts only the city-portion of a property tax bill. Counties and school districts have the authority to enter into tax abatement agreements for their own portions of a property tax bill or be a party to the City's tax abatement agreement if they so choose, but in my experience, this is uncommon, at least within the metro-area.

Tax abatement can take several different forms and be used for several different types of economic development projects. To grant a tax abatement, the City Council must find that the proposed project (1) will produce benefits to the City at least equal to the cost of the abatement; and (2) is in the public interest because it will (a) increase or preserve the City's tax base, (b) provide employment opportunities in the City, (c) provide or help acquire public facilities, (d) help redevelop blighted areas, (e) help provide access to services for City residents, (f) finance or provide public infrastructure or (g) phase in a certain property tax increases. The purpose of providing a tax abatement is not to simply make a project less expensive for the developer, or to enhance their profit margin, but to make possible a project that is desirable to the City and would not otherwise proceed in the foreseeable future.

Tax Abatement Process

To initiate the process, a developer or property owner submits an application for tax abatement, which includes information about the property, the developer, the proposed project and its financial pro forma. That application is reviewed and analyzed by the City's financial advisor, Ehlers. Ehlers

reviews the application to evaluate: 1) the background, experience and creditworthiness of the developer; 2) the economic viability of the project, with and without assistance from the City; and 3) the amount of new property tax revenue the proposed development would generate for the City and that could possibly be available for abatement. The results of Ehlers' analysis are then presented to the City Council.

When evaluating a tax abatement request, the City Council should consider whether the financial analysis demonstrates, and the Council believes, that the proposed development, or a similar and equally desirable development, would not occur without the assistance of abatement. If that is the case, and the Council desires to see the development proceed, then offering a tax abatement would be reasonable.

Next, if there is support for proceeding with a tax abatement, City attorneys draft an abatement agreement. The tax abatement agreement details how much tax abatement revenue will be provided to the developer and under what conditions it will be provided. The City may choose the dates of the abatement term, and whether to abate all or a portion of City taxes during that term. The agreement is the mechanism for the City to ensure its development goals are met, and could include such things as affordable housing requirements, design elements, environmental standards, or job creation requirements. Depending on the amount and use of the tax abatement funds, the tax abatement agreement may need to include a business subsidy agreement under Minnesota Statutes, 116J.113-.115.

To adopt the tax abatement, the City Council holds a public hearing and adopts an abatement resolution. The City Council may approve the tax abatement agreement at that same meeting, or at a different one.

After approval and execution of the tax abatement and abatement agreement, the developer constructs the development, paying all applicable development fees and costs as any other project would. This includes utility connection fees, park dedication fees and building permit fees. The property owner is then required to pay their property tax bill in full in each year, with the tax amount calculated on the taxable market value established in accordance with state law, just like any other property. The City then "abates", or returns back to the property owner, all or a part of the city-portion of that property tax payment that is attributable to the value increase generated by the development in accordance with the abatement agreement.

The abatement is paid out to the property owner incrementally, with payments made approximately every six months, as the City receives its property tax revenues from the County. Abatement payments continue in accordance with the abatement agreement until the total amount of the abatement has been received by the property owner or the timeframe on the abatement has expired, whichever comes first.

Crossings at Inver Woods

As noted above, the City has one existing/outstanding tax abatement which is for the Crossings at Inver Woods, a 152-unit, market-rate apartment building constructed in 2021-2022. The tax abatement agreement for this project was entered into by the City Council in October of 2020. Once the project was deemed "substantially complete" in late 2022, abatement payments to the developer/property owner began in July of 2023.

The Crossings' tax abatement agreement provides for an abatement of \$1.6 million over 10 years. For that time period, the City will be providing services (police, fire, snowplowing, parks and recreation, etc.) to the residents of the Crossings, while only retaining the property tax revenue equivalent to what was paid when that site was vacant land. However, the City did receive full utility

connection and park dedication fees upfront, which can and will be used toward the City's obligations and projects in those areas. The County and school district are receiving their full property tax payments from the development, which likely would not have occurred without the assistance of abatement. And finally, when the abatement agreement expires in 10 years, the City will receive the full property tax payment on the apartment building for decades to come. Furthermore, the apartment project has created a housing option for those not seeking or not able to afford a single-family home in the NWA and those households create additional customers and provide a potential workforce for businesses in the area.

Impact of Fees in the NWA

Utility connection fees are the primary reason IGH may wish to consider tax abatement for multi-family development in the NWA, as such development may not occur without the assistance.

When the boundaries of the NWA were officially established and water and sewer service was extended into the area, the City Council at the time elected not to assess the benefiting property owners. Instead, the Council opted to use a combination of utility funds on hand and new debt issuance to pay the upfront costs, with the intent to repay those funds, and make the debt payments, through fees paid at the time of development. The City established utility connection fees specific to the NWA area which are intentionally higher than the fees charged elsewhere in the city, in order to raise the funds to pay back that upfront investment. The City currently has debt service payments totaling just over \$1 million due annually through 2031 and somewhat smaller payments due annually through 2036, to pay off the debt taken on to extend sewer service to the NWA. If sufficient revenue is not collected from utility connection fees paid by development, the City is obligated to make these debt service payments through other revenues. Higher sewer rates for all IGH customers or higher property taxes for all property owners are the most likely means of raising the needed funds, if development fees do not come through in time.

This NWA fee structure is not only higher than the fees charged elsewhere in the City, it follows a somewhat different structure – which impacts multi-family development more than single-family development. Outside the NWA, the water and sewer plat connection fees are a set dollar amount (\$1,805 each for 2024) multiplied by a density factor of 3.5, multiplied by the number of net developable acres. This is the formula for all types of development, including single-family, multi-family, commercial, industrial, etc. However, within the NWA, the set dollar amount is lower for water (\$1,505 compared to \$1,805) but is multiplied by an escalating density factor, depending on the zoning of the project. R-1 and R-2 development has a density factor of times 2, R-3A has a density factor of times 4, R-3B is times 6, and R-3C is times 12. Sanitary sewer plat connection fees see the same escalating density factors, but also have a higher set dollar amount as the basis (\$2,710 inside the NWA, compared to \$1,805 outside the NWA for 2024). When starting with this higher base, and then applying one of the higher density factors, the final fee for a multi-family project in the NWA is significantly larger than the fee for an equivalent project outside the NWA.

Examples of the fee differential for both multi-family and single-family development, inside and outside the NWA, are attached for reference.

Since the NWA overlay district was established, there has been only one apartment building constructed – the Crossings at Inver Wood – and it required tax abatement to make the project viable. Several other sites in the NWA that are guided and/or zoned for multi-family residential development have sat undeveloped. The one apartment project that has advanced to the construction phase in IGH since the Crossings at Inver Wood, is Trident Development's Avalon Apartments and Townhomes. This project is being constructed near the intersection of Hwy 3 and Diffley Rd, which is outside the NWA and therefore subject to the lower fee amounts.

There are certainly numerous factors that impact whether a development project proceeds, including the seller's desired price for their land, topography and site preparation costs, the cost of construction materials and labor, current interest rates and financing terms, development fees charged by the city and competing opportunities in other communities. Ehlers' analysis of tax abatement applications attempts to isolate the various factors to determine, for example, whether the land price is competitive with the market or the financing terms are reasonable, before the City takes action on an abatement application.

Approval of a tax abatement request is always a discretionary act by a City Council. There are no factors or situations that would legally require the Council to approve an economic development tax abatement. However, a Council may wish to consider abatement in order to facilitate certain types of development, the development of certain areas of the city, or the development of projects that would yield particular fee revenues for the City.

Alternatively, if the Council desires to do something, but does not wish to support a tax abatement, it may wish to consider reducing or restructuring the connection fees charged in the NWA. This could be expected to facilitate further development, especially the multi-family residential development that is particularly impacted by the current fee structure. It would also generate property tax revenue for the city, county and school district, without delay. However, a likely result of such development paying lower fees is a shortfall of revenue to repay the debt taken on by the City to extend utilities to the NWA and that shortfall would have to be made up from another, yet-to-be identified source. That said, if nothing is done and no development occurs, that will mean no fee revenue at all, and the City will also have to turn to other sources of funds to make its debt payments.

FISCAL IMPACT

RECOMMENDATION

This is a discussion item. Staff is not recommending a particular action at this time.

ATTACHMENTS

1. Comparison of Connection Fees (inside vs outside the NWA) (2024 fees)

26 acres
48 single family homes
R-1C zoning

Inside the NWA	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$2,710	2	26	\$140,920
Water Plat Connection Fee	\$1,505	2	26	\$78,260
Stormwater Plat Connection Fee	\$14,412		26	\$374,712
	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$7,310	48		\$350,880
Water Bldg Permit Connection Fee	\$4,095	48		\$196,560
TOTAL				\$1,141,332

Outside the NWA	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$1,805	3.5	26	\$164,255
Water Plat Connection Fee	\$1,805	3.5	26	\$164,255
Stormwater Plat Connection Fee	\$7,182		26	\$186,732
	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$610	48		\$29,280
Water Bldg Permit Connection Fee	\$1,060	48		\$50,880
TOTAL				\$595,402

difference \$545,930

1.9 times higher in NWA

6.3 acres
152 unit apartment bldg
R-3C zoning

Inside the NWA	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$2,710	12	6.3	\$204,876
Water Plat Connection Fee	\$1,505	12	6.3	\$113,778
Stormwater Plat Connection Fee	\$16,567		6.3	\$104,372
	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$7,310	152		\$1,111,120
Water Bldg Permit Connection Fee	\$4,095	152		\$622,440
TOTAL				\$2,156,586

Outside the NWA	Base	Density Factor	Net Developable Acres	Total Fee
Sewer Plat Connection Fee	\$1,805	3.5	6.3	\$39,800
Water Plat Connection Fee	\$1,805	3.5	6.3	\$39,800
Stormwater Plat Connection Fee	\$9,337		6.3	\$58,823
	Base	Units		Total Fee
Sewer Bldg Permit Connection Fee	\$610	152		\$92,720
Water Bldg Permit Connection Fee	\$1,060	152		\$161,120
TOTAL				\$392,264

difference \$1,764,323

5.5 times higher in NWA



Request for Council Action

SUBJECT: **Rezoning of Property South of Amana Trail, between Argenta Trail and Hwy 3 (Rise Capital - Case No. 24-06RZ) (continued)**

MEETING DATE: April 22, 2024

ITEM TYPE: Regular Business

CONTACT: Allan Hunting, City Planner, 651.450.2554

ACTION REQUESTED

Consider approval of rezoning application

BACKGROUND

The applicant is requesting a rezoning of a 10 acre area to Multiple Family Residential (R-3C)/Planned Unit Development. In 2018, the IGH City Council approved a Comp Plan Amendment for the westerly 10 acres of Outlot D to High Density Residential, which would become effective only upon certain conditions being met. All of those required conditions have not been met. This request is to rezone the same 10 acres of Outlot D.

At this time, in conjunction with the rezoning request, a concept plan has been submitted that shows one 200-unit apartment building and 24 townhome units on the 10 acres. The subject area is part of the vacant land west of Target. The vacant parcel immediately to the west of the small commercial buildings (Outlot C) is not part of this request.

Since the 2018 Comprehensive Plan Amendment approval applied to "the westerly 10 acres of Outlot D", the applicant has prepared a survey and legal description to more precisely define the area subject to the rezoning. The area contained within the applicant's legal description appears consistent with the area described in the conditional Comp Plan amendment of 2018.

The Planning Commission recommended approval of the request at the March 6 meeting (7-0). At it's April 8th meeting, the Council directed that further information be provided ahead of the April 22nd meeting related to the Council's options with respect to the requested rezoning. Included in the packet for Council consideration are resolutions approving and denying the rezoning application.

FISCAL IMPACT

n/a

RECOMMENDATION

The Council should act to approve or deny the rezoning application.

ATTACHMENTS

1. Rezoning ordinance

2. Resolution of Denial
3. Survey Depiction of Zoning Area (2 sheets)
4. Planning Commission Recommendation
5. Staff Report
6. Email 1 for 4-22-24 meeting
7. Email 2 for 4-22-24 meeting
8. Emails attached with memo from 4-8-24
9. Letter from Attorney for Property Owner
10. Resolution No. 18-218
11. Argenta Hills Original Site Plan
12. 2040 Land Use Plan

**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**

CITY PLANNING CASE NO. 24-06RZ

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," and the official zoning map of the City of Inver Grove Heights are hereby amended to rezone from B-4, Commercial Planned Unit Development to R-3C, Multiple Family Residential Planned Unit Development the following property (the "Property") legally described as:

That part of Outlot D, ARGENTA HILLS, Dakota County, Minnesota lying northwesterly of the following described line:

Commencing and the most southerly corner of Outlot D, ARGENTA HILLS; thence North 64 degrees 52 minutes 58 seconds West an assumed bearing along the southwesterly line of said Outlot D a distance of 152.60 feet to the point of beginning of the line to be described; thence North 22 degrees 11 minutes 11 seconds East 673.90 feet, more or less, to the northeasterly line of said Outlot D and there terminating.

Such rezoning is contingent upon all conditions of approval required for the Comprehensive Plan Map Amendment for the Property detailed in Resolution No. 18-128, amending the future land use designation of the Property from RC, Regional Commercial, to HDR, High Density Residential, to become effective being met.

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. The rezoning approved by this Ordinance shall not be effective unless or until the Comprehensive Plan Map Amendment changing the future land use designation of the Property from RC, Regional Commercial, to HDR, High Density Residential, as approved in Resolution No. 18-24 becomes effective.

The Comprehensive Plan Map Amendment approved by Resolution No. 18-24 was approved subject to the following conditions being met:

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 contains a substantial departure from any metropolitan systems plans.

SECTION IV. This Ordinance shall be in full force and effect from and after its passage and publication according to law and upon occurrence of all conditions of approval articulated herein in Sections I and III, including amendment of the City's Comprehensive Plan to change the land use map designation of the Property from RC, Regional Commercial to HDR, High Density Residential, which amendment shall not become effective until the conditions listed in Ordinance 18-128 have been met.

Passed by the City Council of the City of Inver Grove Heights this 22nd day of April, 2024.

Ayes:

Nays:

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

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

RESOLUTION NO. _____

**A RESOLUTION DENYING APPLICATION FOR REZONING OF THE WESTERLY 10
ACRES OF OUTLOT D, ARGENTA HILLS, TO REZONE THE PROPERTY FROM B-
4, COMMERCIAL (SHOPPING CENTER) PLANNED UNIT DEVELOPMENT TO R-3C,
MULTIPLE FAMILY RESIDENTIAL, PLANNED UNIT DEVELOPMENT**

(CITY PLANNING CASE NO. 24-06RZ)

WHEREAS, Applicant Rise Capital, with the permission of Graceland IGH Holdings, LLC, the owner of the real property located in Dakota County Minnesota and legally described as Outlot D, ARGENTA HILLS, (the "Property") applied to the City of Inver Grove Heights for the following rezoning (the "Rezoning Application") related to the Property:

- A zoning ordinance (map) amendment to change the zoning of the westerly 10 acres of the Property (the "Westerly 10 Acres," the legal description of which is attached hereto as **Exhibit A**) from B-4, Commercial (Shopping Center District), PUD to R-3C, Multiple Family Density Residential, PUD

WHEREAS, the purpose of the Rezoning Application is to change the zoning of the Westerly 10 Acres from B-4, Commercial (Shopping Center) PUD to R-3C, Multiple Family Residential; and

WHEREAS, a public hearing was held regarding the above-described Rezoning Application and the same was considered by the Inver Grove Heights Planning Commission on March 6, 2024, in accordance with the City Code and Minnesota Statutes, after which the Planning Commission voted to recommend approval of the same to the City Council; and

WHEREAS, the above-described Rezoning Application was considered by the City Council of the City of Inver Grove Heights at its April 8th and 22nd Inver Grove Heights Council Meetings.

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

1. The Rezoning Application to rezone the Westerly 10 Acres of Outlot D, ARGENTA HILLS, which property is legally described on the attached Exhibit A, is hereby **DENIED** for the following reasons:

- a. The current zoning of the Westerly 10 Acres as B-4, Commercial (Shopping Center) PUD is consistent with the Current Comprehensive Plan guiding of the same for Regional Commercial development.
- b. The proposed rezoning to R-3, Multiple Family Residential is inconsistent with the current Comprehensive Plan Guiding of the Westerly 10 Acres for Regional Commercial development.
- c. The existing zoning represents the best vision for the use of the Westerly 10 Acres, and the proposed rezoning would disrupt the land use pattern envisioned for the Westerly 10 Acres and the surrounding area.
- d. The City has limited commercially zoned and guided areas, and the Westerly 10 Acres is located within one of the few remaining undeveloped commercially zoned and guided areas in the City; the proposed rezoning is inconsistent with the City's plan for the general area to be developed as one of the few remaining undeveloped commercially-zoned areas of the City.
- e. The Council finds that it is not in the best interest of the City to rezone the Westerly 10 Acres to R-3C, Multiple Family Residential, and that such rezoning would not further the public health, safety, and welfare.
- f. The Minnesota Legislature has delegated to municipalities the power to determine and plan the use of land within their boundaries (see *VanLandschoot v. City of Mendota Heights*, 336 N.W.2d 503, 507 (Minn. 1983)), and it is the judgment of the Council that denying the Rezoning Application has a rational basis and is within its discretion in its exercise of its broad legislative powers and is in the best interests of the health, safety, and welfare of the City's residents.
- g. The City Council further notes that it has had the opportunity on multiple occasions since 2018, beginning with its adoption in 2019 of the City's 2040 Comprehensive Plan, which plan again guided the Westerly 10 Acres along with the remaining property within the Argenta Hills commercial development for Regional Commercial Development, and continuing through several prior requests to reguide other portions of the Property and an adjacent Outlot, to exercise its legislative authority to change its land use plan to facilitate residential development on the Property and the adjacent Argenta Hills commercial development, and the City Councils sitting at the time of those requests has repeatedly reiterated its support for commercial development on these properties.

2. The City Council does hereby memorialize and state that the above findings of fact and reasons for denial constitute the findings of fact and reasons for denial of the Rezoning Application based on the record before the Council.
3. The City Council finds that the adoption of Resolution No. 18-218 approving a reguiding of the Westerly 10 Acres to high density residential contingent upon, among other things, City Council approval of a rezoning and a development plan for the property, does not obligate or require the City Council to approve the Rezoning Application.
4. The City Council further finds that nothing in Resolution No. 18-128 abrogated the ability of this City Council to exercise its legislative or quasi-judicial decision-making authority, nor does Resolution No. 18-128, which was adopted by a previous city council almost six years ago, require or compel this City Council to approve the Rezoning Application.

Passed this 22nd day of April, 2024.

Brenda Dietrich, Mayor

ATTEST:

Rebecca Kiernan, City Clerk

EXHIBIT A
LEGAL DESCRIPTION OF WESTERLY 10 ACRES OF OUTLOT D, ARGENTA HILLS

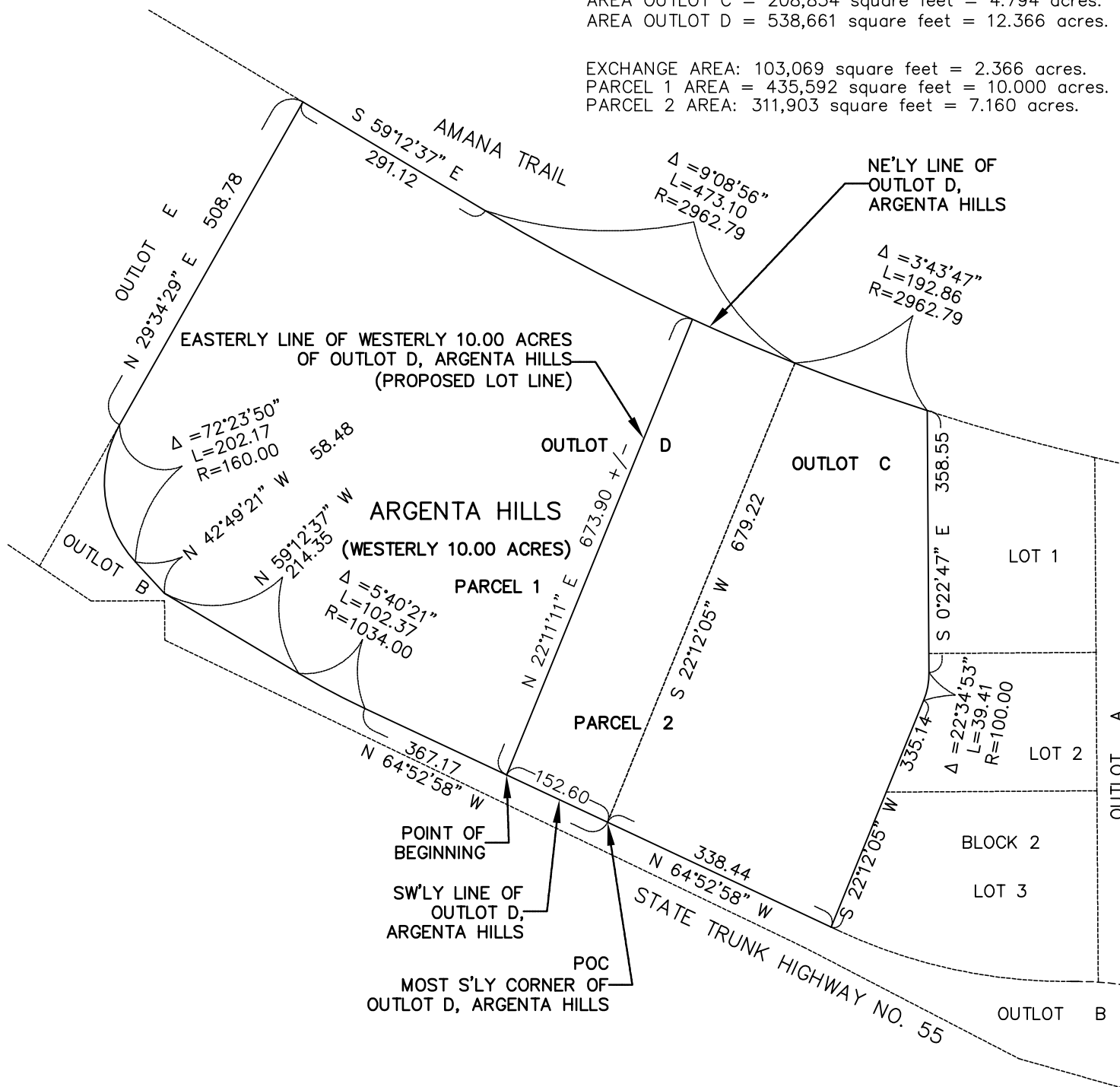
That part of Outlot D, ARGENTA HILLS, Dakota County, Minnesota lying northwesterly of the following described line:

Commencing and the most southerly corner of Outlot D, ARGENTA HILLS; thence North 64 degrees 52 minutes 58 seconds West an assumed bearing along the southwesterly line of said Outlot D a distance of 152.60 feet to the point of beginning of the line to be described; thence North 22 degrees 11 minutes 11 seconds East 673.90 feet, more or less, to the northeasterly line of said Outlot D and there terminating.

AREAS:

AREA OUTLOT C = 208,834 square feet = 4.794 acres.
AREA OUTLOT D = 538,661 square feet = 12.366 acres.

EXCHANGE AREA: 103,069 square feet = 2.366 acres.
PARCEL 1 AREA = 435,592 square feet = 10.000 acres.
PARCEL 2 AREA: 311,903 square feet = 7.160 acres.



General Notes:

1. Bearings shown based on the plat of ARGENTA HILLS, Dakota County, Minnesota.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Date: December 12, 2023

Thomas E. Hodorff
Thomas E. Hodorff, L.S. MN Reg. No. 23677



SCALE: 1" = 200'
SHEET 2 OF SHEET 2

HSJ WO: 2023344.DWG

E:\2023\23-023 Inver Grove Heights Apartments\Working Files\CAD\Drawing Sheets\Yr4's\IGH Multi-Family site layout 06-13-2023 Monday, December 18, 2023 8:27:46 AM Wade Goodenberger



SITE SUMMARY

SITE AREA: 435,600 SF (10 ACRES)

BUILDING SUMMARY

4 STORIES + UNDERGROUND PARKING
233,329 GROSS BUILDING SF

PARKING:
400 TOTAL PARKING SPACES
•• 200 COVERED
•• 200 SURFACE (INCLUDES 119 PROOF OF PARKING)

200 TOTAL DWELLING UNITS:
•• 24 - STUDIO
•• 44 - 1BR SMALL
•• 76 - 1BR LARGE
•• 5 - 1BR + DEN
•• 41 - 2BR
•• 10 - 2 BR CORNER

TOWNHOMES SUMMARY

24 TOTAL TOWNHOMES
•• 12 - 2BR 2BA
•• 12 - 3BR 2BA

INVER GROVE HEIGHTS APARTMENTS INVER GROVE HEIGHTS, MN

PROJECT NUMBER	23-023
DATE	12-15-2023
DRAWN BY	WTG
CHECKED BY	WTG
ISSUE / REVISION HISTORY	

SITE AND MAIN
LEVEL PLAN

SHEET NUMBER

A1

OF 2 SHEETS

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: March 6, 2024

Rezoning request to change from the current B-4/PUD, Commercial Planned Unit Development to R-3C/PUD, Multiple Family Planned Unit Development on the westerly 10 acres of PID No. 20-12050-00-040. (Rise Capital - Case No. 24-06RZ)

Reading of Public Notice

Secretary Presley read the Public Hearing Notice. Notices were mailed to 137 property owners on February 15, 2024.

Motion by Schaefer, Second by Presley, to Adopt two emails into the public record that were received for this specific item.

Ayes: 7

Nays: 0 Motion Carried.

Presentation of Request

City Planner Hunting presented a summary of the staff report.

Planning Commission Discussion

Commissioner Schaefer asked for further clarification on the request and if it includes the request from 2023. Hunting stated that what is being requested is the Rezoning, to be consistent with the Comprehensive Plan, and only for the westerly 10 acres. Does not include what was requested last year.

Commissioner Wippermann inquired about where on the property was deemed unbuildable. Hunting stated that the applicant could elaborate more, but that was located more in the eastern portion of the lot.

Opening of Public Hearing

David Fisher, 6718 Cove Point Road, Minnetrista, Rise Capital, Applicant, stated that he has read and understood the staff report. A PowerPoint presentation explaining the project was presented. Rise Capital plans to own and run the development, long term. The unbuildable soil is mostly the pond, but may spill over onto Outlot C, which would then be used as a parking lot. Market rate housing for the development, starter home options. The green/open space will be available to the neighbors if they choose to use.

Commissioner Clancy inquired when the impacted soil was filled in. Mr. Nick Monson stated that it was the early 2000's. Clancy questioned when the geotechnical report was completed. Mr. Fisher stated that was done in 2022.

John Munkelwitz, 7660 Addisen Court, stated that when he built his house, was told that the lots across the street would stay zoned for commercial. Doesn't want to see the additional traffic and noise that the development would bring. Would like to see a one level commercial building instead.

Chair Weber stated that according to the current City Code, the current zoning an applicant would be allowed to build a 65-foot-tall building on this lot.

Nick Monson, 10050 Crosstown Circle, Suite 600, Eden Prairie, MN 55344, Hempel Real Estate, Property Owner, stated that this property has been vacant for decades. If all the lots could handle commercial, it would have happened by now. The goal is to get all of Argenta Hills developed. The remaining acreage will be filled with commercial.

Chair Weber closed the public hearing.

Planning Commission Discussion

Commissioner Heidenreich stated that he is in support of this project. Understands that the area needs more density to bring in the commercial.

Commissioner Teiken stated that the land is vacant, the commercial use hasn't materialized. There is currently a housing shortage.

Commissioner Schaefer questioned how they plan to fit 400 plus cars into the area from the development. Chair Weber stated that Almana Trail is a county road. Hunting stated that that there would be no additional entrances or exists. Almana Trail was designed to handle commercial use, which generates more trips per day than multi-family. The road should be able to handle the development and the future commercial development.

Chair Weber clarified that the driveways from the townhomes will be going towards the private road and not onto Almana Trail. Hunting confirmed that is correct.

Commissioner Clancy stated that what has been proposed is a very well thought out development and is supportive.

Planning Commission Recommendation

Motion by Clancy, Second by Presley, to Approve the Rezoning of 10 acres to R-3C/PUD, Multiple Family Residential/Planned Unit Development subject to the two conditions noted in the staff report.

Ayes: 7

Nays: 0

Motion Carried.



Planning Commission Report

MEETING DATE:	March 6, 2024
CASE NO:	24-06RZ
APPLICANT:	Rise Capital
PROPERTY OWNER:	Graceland IGH Holdings, LLC
REQUEST:	Rezoning
LOCATION:	South Side of Amana Trail between Argenta Trail & Highway 3
COMPREHENSIVE PLAN:	RC, Regional Commercial (HDR, High Density Residential - pending)
ZONING:	B-4/PUD, Commercial/Planned Unit Development
STAFF CONTACT:	Allan Hunting, 651.450.2554

ACTION REQUESTED

The request consists of the following:

- Rezoning of a legally described 10 acre area from B-4/PUD, Commercial/Planned Unit Development to R-3C/PUD, Multiple Family Residential/Planned Unit Development.

BACKGROUND

The applicant has submitted an application requesting the rezoning of a 10 acre area to R-3C/PUD, Multiple Family Residential/Planned Unit Development, so the zoning would be consistent with the current conditional comprehensive guiding of the property. In 2018, the City Council conditionally approved a Comprehensive Plan Amendment for the westerly 10 acres of Outlot D to High Density Residential. This request would rezone the same 10 acre area of Outlot D.

A Concept Plan was submitted that contains one 200 unit apartment building and 24 townhome units. The subject area is the vacant land west of Target. The vacant parcel (Outlot C) to the west of the small commercial buildings is not part of this request.

HISTORY.

In 2007, City Council approved the Argenta Hills Planned Unit Development, which consisted of 154 residential units and 410,000 square feet of commercial space. 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 2017, an application was submitted proposing a 400 unit development on the two outlots (C and D). The City Council did not support the request and denied all parts of the application on January 8, 2017. On February 12, the City 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.

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 westerly 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 Comprehensive Plan Amendment still stands but has not been put into effect.

In 2021, Lennar Multi Family Communities applied for a Comprehensive Plan Amendment to change both outlots (C & D) to High Density Residential. The proposed project consisted of 312 apartment-style townhome units in a 13 building development. During the City Council discussion, it was brought up many times that preserving some or all of this land for retail is still an important need for the community. The Council ultimately denied the request to change both outlots to High Density Residential.

In 2023, Rise Capital applied for a Comprehensive Plan Amendment to change the balance of Outlot D (2.37 acres) from RC, Regional Commercial to HDR, High Density Residential. The City Council denied that request as they did not want to expand the HDR land use designation to include the balance of Outlot D.

EVALUATION OF REQUEST

COMPREHENSIVE PLAN AMENDMENT.

As stated earlier, the 10 acre area coinciding with the request was conditionally re-guided to High Density Residential in 2018. The approval was subject to the City Council approving the Rezoning and PUD Development Plan for the property.

REZONING.

The zoning request to R-3C, Multiple Family Residential would be consistent with the Comprehensive Plan guiding. The HDR category allows for multiple family projects in apartments and townhomes with densities of 12-35 units per acre. The concept plan shows 224 units for a density of 22.4 units per acre.

The applicant has prepared a survey and legal description defining the area subject to the rezoning. The area is the westerly 10 acres of Outlot D, which would be consistent with the intent of the Comprehensive Plan Amendment of 2018.

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 Rezoning of 10 acres to R-3C/PUD, Multiple Family Residential/Planned Unit Development subject to the following conditions:
 - 1) The rezoning shall not become effective until the conditions of the 2018 Comprehensive Plan Amendment, Resolution No. 18-128 have been satisfied.
 - 2) The 2018 Comprehensive Plan land use change shall not become effective until approved by the Metropolitan Council and development plans have been approved by the City Council.

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 Residential for the requested westerly 10 acres of Outlot D subject to approval of a PUD plan approval. Up until now, no subsequent application for rezoning and PUD approval was ever filed, and therefore the Comprehensive Plan Amendment has not been put into effect.

The rezoning with a legally described area helps answer the question, what did the “westerly 10 acres” encompass? A boundary is proposed which staff believes is consistent with what was intended with the previous Comprehensive Plan Amendment.

Based on this analysis, staff would recommend Approval of the Rezoning as it is consistent with the Comprehensive Plan Amendment. Since the Comprehensive Plan Amendment was contingent upon both a rezoning and PUD plan approval, everything would not be met with this action. The Comprehensive Plan Amendment would still need a PUD plan approval by City Council before the action would be complete.

ATTACHMENTS

1. Location & Zoning Map
2. Survey Depiction of Zoning Area
3. Narrative
4. Concept Plan



Location Map

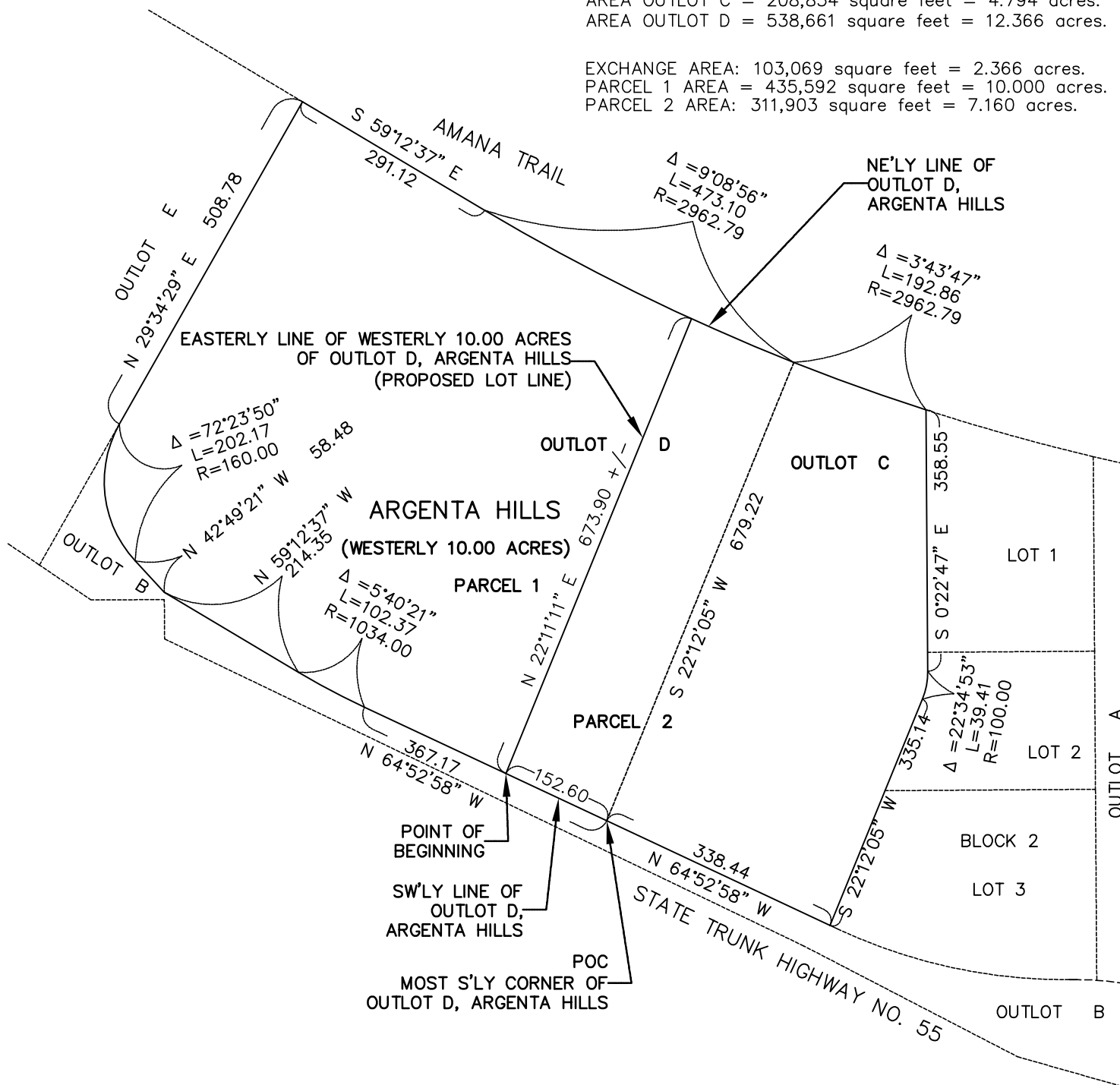
Case No. 24-06RZ



AREAS:

AREA OUTLOT C = 208,834 square feet = 4.794 acres.
AREA OUTLOT D = 538,661 square feet = 12.366 acres.

EXCHANGE AREA: 103,069 square feet = 2.366 acres.
PARCEL 1 AREA = 435,592 square feet = 10.000 acres.
PARCEL 2 AREA: 311,903 square feet = 7.160 acres.



General Notes:

1. Bearings shown based on the plat of ARGENTA HILLS, Dakota County, Minnesota.

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Date: December 12, 2023

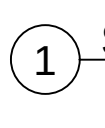
Thomas E. Hodorff
Thomas E. Hodorff, L.S. MN Reg. No. 23677



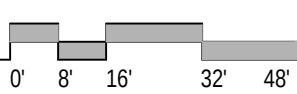
SCALE: 1" = 200'
SHEET 2 OF SHEET 2

HSJ WO: 2023344.DWG

E:\2023\23-023 Inver Grove Heights Apartments\Working Files\CAD\Drawing Sheets\Yr4's\IGH Multi-Family site layout 06-13-2023 Monday, December 18, 2023 8:27:46 AM Wade Goodenberger



1 SITE PLAN
ORIGINAL SCALE: 1/32"=1'-0"



SITE SUMMARY

SITE AREA: 435,600 SF (10 ACRES)

BUILDING SUMMARY

4 STORIES + UNDERGROUND PARKING
233,329 GROSS BUILDING SF

PARKING:
400 TOTAL PARKING SPACES

- 200 COVERED
- 200 SURFACE (INCLUDES 119 PROOF OF PARKING)

200 TOTAL DWELLING UNITS:

- 24 - STUDIO
- 44 - 1BR SMALL
- 76 - 1BR LARGE
- 5 - 1BR + DEN
- 41 - 2BR
- 10 - 2 BR CORNER

TOWNHOMES SUMMARY

24 TOTAL TOWNHOMES

- 12 - 2BR 2BA
- 12 - 3BR 2BA

INVER GROVE HEIGHTS
APARTMENTS
INVER GROVE HEIGHTS, MN

PROJECT NUMBER	23-023
DATE	12-15-2023
DRAWN BY	WTG
CHECKED BY	WTG
ISSUE / REVISION HISTORY	

Rezoning Narrative

For:

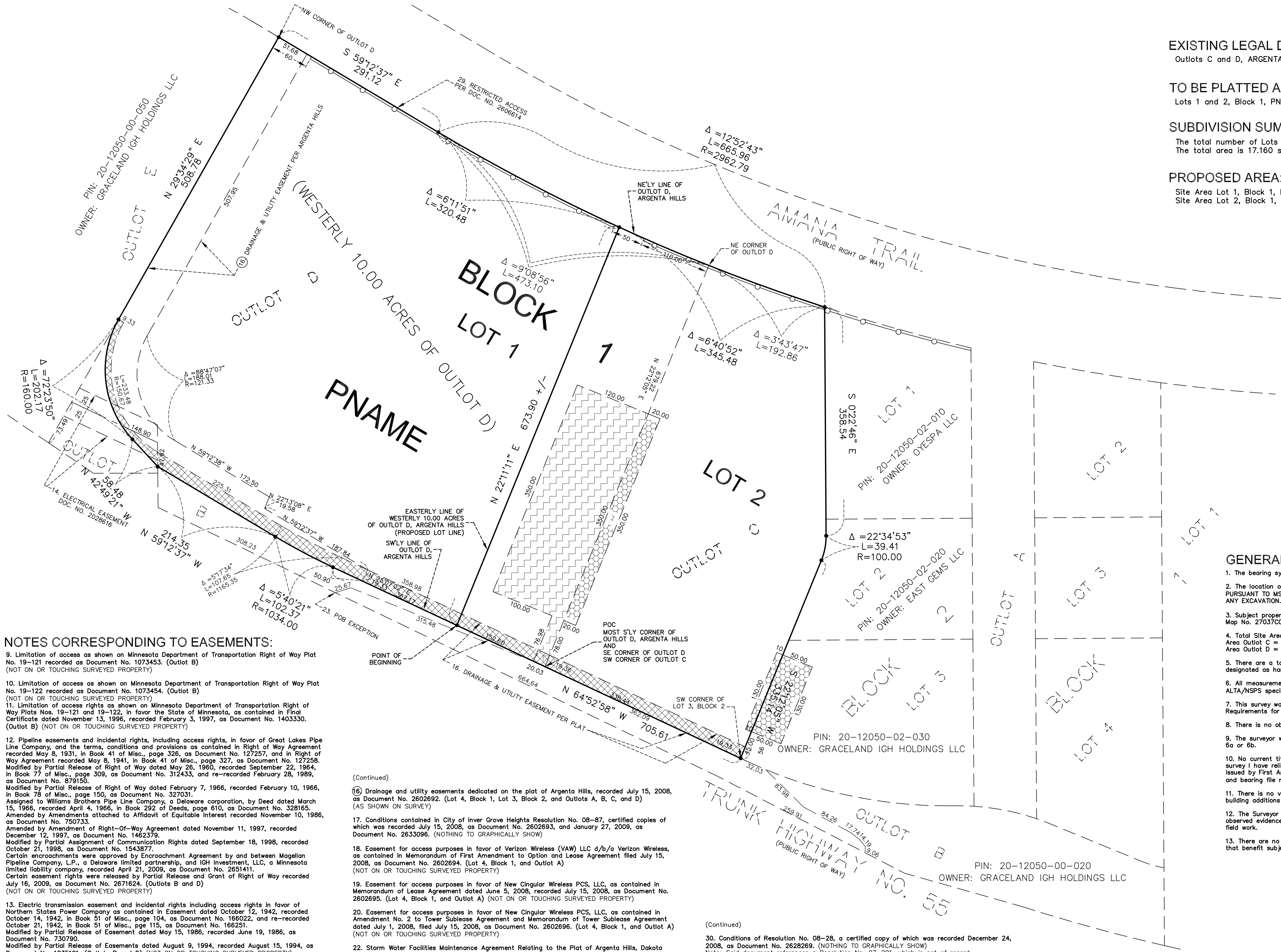
Graceland IGH Holdings, LLC

City of Inver Grove Heights, MN

2/5/24

We hereby request a rezoning of the Westerly 10 acres of Outlot D, Argenta Hills, Dakota County, MN, from Commercial to High Density Residential to be consistent with the Comprehensive Plan currently in place for that portion of Outlot D. As a result, this will eliminate the two different zoning guidances in the Comprehensive Plan for the current 12.37 acre parcel, and allow a multi-family project to move forward.

Upon approval of the requested zoning change, the land owner plans to proceed with platting the 10 acres consistent with the proposed legal description and lot layout included in this application. The remaining 2.37 acres from Outlot D, will be added to Outlot C through the platting process, and is also currently zoned Commercial.



NOTES CORRESPONDING TO EASEMENTS:

9. Limitation of access as shown on Minnesota Department of Transportation Right of Way Plat No. 19-121 recorded as Document No. 1073453. (Outlot B) (NOT ON OR TOUCHING SURVEYED PROPERTY)
10. Limitation of access as shown on Minnesota Department of Transportation Right of Way Plat No. 19-122 recorded as Document No. 1073454. (Outlot B) (NOT ON OR TOUCHING SURVEYED PROPERTY)
11. Limitation of access rights as shown on Minnesota Department of Transportation Right of Way Plats Nos. 19-121 and 19-122, in favor the State of Minnesota, as contained in Final Certificate dated November 13, 1996, recorded February 3, 1997, as Document No. 1403330. (Outlot B) (NOT ON OR TOUCHING SURVEYED PROPERTY)
12. Pipeline easements and incidental rights, including access rights, in favor of Great Lakes Pipe Line Company, and the terms, conditions and provisions as contained in Right of Way Agreement recorded May 8, 1931, in Book 41 of Misc., page 326, as Document No. 127257, and in Right of Way Agreement recorded May 8, 1941, in Book 41 of Misc., page 327, as Document No. 127258. Modified by Partial Release of Right of Way dated May 26, 1960, recorded September 22, 1964, in Book 77 of Misc., page 309, as Document No. 312433, and re-recorded February 28, 1989, as Document No. 879150. Modified by Partial Release of Right of Way dated February 7, 1966, recorded February 10, 1966, in Book 78 of Misc., page 150, as Document No. 327031. Assigned to Williams Brothers Pipe Line Company, a Delaware corporation, by Deed dated March 15, 1966, recorded April 4, 1966, in Book 292 of Deeds, page 610, as Document No. 328165. Amended by Amendments attached to Affidavit of Equitable Interest recorded November 10, 1986, as Document No. 750733. Amended by Amendment of Right-Of-Way Agreement dated November 11, 1997, recorded December 12, 1997, as Document No. 1462379. Modified by Partial Assignment of Communication Rights dated September 18, 1998, recorded October 21, 1998, as Document No. 1543877. Certain encroachments were approved by Encroachment Agreement by and between Magellan Pipeline Company, L.P., a Delaware limited partnership, and IGH Investment, LLC, a Minnesota limited liability company, recorded April 21, 2009, as Document No. 2651411. Certain easement rights were released by Partial Release and Grant of Right of Way recorded July 16, 2009, as Document No. 2671624. (Outlots B and D) (NOT ON OR TOUCHING SURVEYED PROPERTY)
13. Electric transmission easement and incidental rights including access rights in favor of Northern States Power Company as contained in Easement dated October 12, 1942, recorded October 14, 1942, in Book 51 of Misc., page 104, as Document No. 186022, and re-recorded October 21, 1942, in Book 51 of Misc., page 115, as Document No. 166251. Modified by Partial Release of Easement dated May 15, 1986, recorded June 19, 1986, as Document No. 730790. Modified by Partial Release of Easements dated August 9, 1994, recorded August 15, 1994, as Document No. 1235101. (Outlots B and D) (NOT ON OR TOUCHING SURVEYED PROPERTY)
14. Electric transmission easement and incidental rights in favor of Northern States Power Company, a Minnesota corporation, and the terms, conditions and provisions as contained in Final Certificate dated December 17, 2002, recorded April 10, 2003, as Document No. 2028616. (Outlots B and D) (AS SHOWN ON SURVEY)
15. Easement for private road and the terms, conditions, provisions, rights and obligations as contained in Agreement dated June 10, 1947, recorded November 24, 1965, in Book 67 of Misc., page 590, as Document No. 324512. Amended by Agreement Amending Easement dated November 6, 1972, recorded November 30, 1972, as Document No. 408760. (NOT ON OR TOUCHING SURVEYED PROPERTY)

(Continued)

(Continued)

16. Drainage and utility easements dedicated on the plot of Argenta Hills, recorded July 15, 2008, as Document No. 2602692. (Lot 4, Block 1, Lot 3, Block 2, and Outlots A, B, C, and D) (AS SHOWN ON SURVEY)
17. Conditions contained in City of Inver Grove Heights Resolution No. 08-87, certified copies of which was recorded July 15, 2008, as Document No. 2602693, and January 27, 2009, as Document No. 2633096. (NOTHING TO GRAPHICALLY SHOW)
18. Easement for access purposes in favor of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as contained in Memorandum of First Amendment to Option and Lease Agreement filed July 15, 2008, as Document No. 2602694. (Lot 4, Block 1, and Outlot A) (NOT ON OR TOUCHING SURVEYED PROPERTY)
19. Easement for access purposes in favor of New Cingular Wireless PCS, LLC, as contained in Memorandum of Lease Agreement dated June 5, 2008, recorded July 15, 2008, as Document No. 2602695. (Lot 4, Block 1, and Outlot A) (NOT ON OR TOUCHING SURVEYED PROPERTY)
20. Easement for access purposes in favor of New Cingular Wireless PCS, LLC, as contained in Amendment No. 2 to Tower Sublease Agreement and Memorandum of Tower Sublease Agreement dated July 1, 2008, filed July 15, 2008, as Document No. 2602702. (Lot 4, Block 1, Lot 3, Block 2, and Outlot A) (NOT ON OR TOUCHING SURVEYED PROPERTY)
22. Storm Water Facilities Maintenance Agreement Relating to the Plat of Argenta Hills, Dakota County, Minnesota, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, and IGH Investment, LLC, a Minnesota limited liability company, dated May 30, 2008, recorded July 15, 2008, as Document No. 2602701. (NOTHING TO GRAPHICALLY SHOW)
23. Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Plat of Argenta Hills, by and between IGH Investment, LLC, a Minnesota limited liability company, and the City of Inver Grove Heights, a Minnesota municipal corporation, dated May 30, 2008, recorded July 15, 2008, as Document No. 2602702. (Lot 4, Block 1, Lot 3, Block 2, and Outlots A, B, C, and D) (AS SHOWN ON SURVEY, HATCHED AREA - SEE LEGEND)
26. PUD Zoning Acknowledgment Agreement for the Plat of Argenta Hills by and between the City of Inver Grove Heights, a Minnesota municipal corporation, and IGH Investment, LLC, a Minnesota limited liability company, dated May 30, 2008, recorded July 15, 2008, as Document No. 2602706. (NOTHING TO GRAPHICALLY SHOW)
27. Temporary easement for storm water ponding and drainage purposes in favor of the City of Inver Grove Heights as contained in Temporary Ponding Easement Agreement dated May 30, 2008, recorded July 15, 2008, as Document No. 2602712. (Lot 3, Block 2, and Outlots C and D) (AS SHOWN ON SURVEY, HATCHED AREA - SEE LEGEND)
28. Terms and conditions of Easement Agreement by and between Target Corporation, a Minnesota corporation, and IGH Investment, LLC, a Minnesota limited liability company, dated June 3, 2008, recorded July 15, 2008, as Document No. 2602717. (Lot 3, Block 1, and Outlot A) (NOT ON OR TOUCHING SURVEYED PROPERTY)
29. Limitation of access to Amana Trail, as conveyed to the City of Inver Grove Heights in Quit Claim Deed dated July 17, 2008, recorded August 5, 2008, as Document No. 2606614. (Outlots A, C, and D) (AS SHOWN ON SURVEY)

(Continued)

EXISTING LEGAL DESCRIPTION:

Outlots C and D, ARGENTA HILLS, Dakota County, Minnesota.

TO BE PLATTED AS:

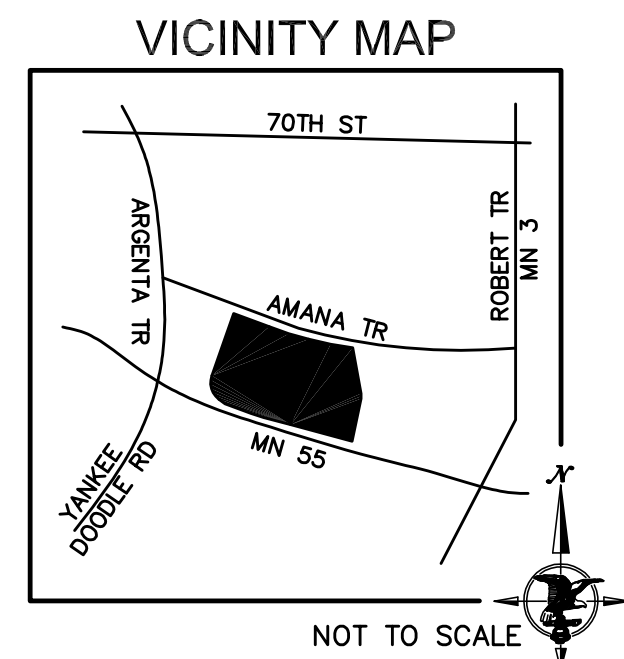
Lots 1 and 2, Block 1, PNAME, Dakota County, Minnesota.

SUBDIVISION SUMMARY:

The total number of Lots is equal to 2.
The total area is 17.160 square feet.

PROPOSED AREA:

Site Area Lot 1, Block 1, PNAME equals 435,592 square feet = 10.000 acres.
Site Area Lot 2, Block 1, PNAME equals 311,903 square feet = 7.160 acres.

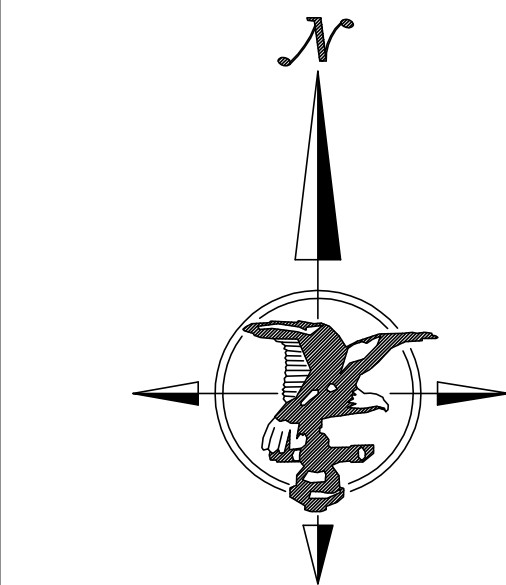
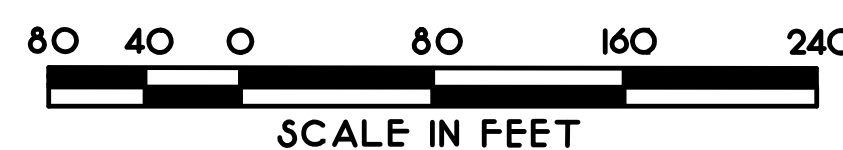


GENERAL NOTES:

- The bearing system used is assumed.
- The location of the underground utilities shown hereon, if any, are approximate only. PURSUANT TO MSA 216D CONTACT GOPHER STATE ONE CALL AT (612) 454-0002 PRIOR TO ANY EXCAVATION.
- Subject property is identified as being in "Zone X, Other Areas" on Flood Insurance Rate Map No. 27037C0105E, effective date December 2, 2011.
- Total Site Area = 747,495 square feet = 17.160 acres.
Area Outlot C = 208,834 square feet = 4.794 acres.
Area Outlot D = 538,661 square feet = 12.366 acres.
- There are a total of 0 striped parking stalls on said property, of which there are 0 designated as handicap.
- All measurements matched recorded dimensions within the precision requirements of ALTA/NSPS specifications.
- This survey was made on the ground and in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by ALTA and NSPS.
- There is no observable evidence of cemeteries in the field or of record.
- The surveyor was not provided zoning information by the client pursuant to Table A Items 6a or 6b.
- No current title work was furnished for the preparation of this survey. In preparing this survey I have relied upon the supporting documents and the Commitment for Title Insurance issued by First American Title Insurance Company, having an effective date of March 17, 2022 and bearing file number NCS-1118030-MPLS. (INCLUDES OTHER PROPERTY)
- There is no visible above ground evidence of earth moving work, building construction or building additions within recent months.
- The Surveyor is unaware of any proposed changes to street right of ways. There was no observed evidence of recent street or sidewalk construction or repairs while conducting the field work.
- There are no easements or servitudes of record or any observed during the field inspection that benefit subject property pursuant to Table A Item 18 except as shown.

LEGEND

- Property Corner
- 23 UNDISTURBED NATURAL AREA
EASEMENT DOC. NO. 2602702
- 27 TEMP. PONDING
EASEMENT DOC. NO. 2602712
- 27 TEMP. PONDING & DRAINAGE
EASEMENT DOC. NO. 2602712



SCALE: 1 INCH = 80 FEET

REVISIONS

Date:	

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota

Thomas E. Hodorff, L.S.
Thomas E. Hodorff, L.S.
Minnesota Reg. No. 23677

Date: December 19, 2023

ALTA/NSPS LAND TITLE SURVEY

For:

BJ BAAS

SITE: ARGENTA HILLS

UNASSIGNED ADDRESS
INVER GROVE HEIGHTS, MINNESOTA

DAKOTA COUNTY

HARRY S. JOHNSON CO., INC.
LAND SURVEYORS

9063 Lyndale Avenue South
Bloomington, MN. 55437
Tele. 952-884-5341 Fax 952-884-5344
www.hsjsurveyors.com

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Page 64	W.O. Number 2023344
CAD Technician CT	
Sheet No.	1 OF 4

SURVEY PERFORMED BY:
HARRY S. JOHNSON CO. INC.
LAND SURVEYORS & CONSULTANTS
9063 Lyndale Avenue South
Bloomington, Mn. 55420
(952) 884-5341
(952) 884-5344 Fax
Email: tom@hsjsurveyors.com
Web: www.hsjsurveyors.com

PRELIMINARY PLAT OF: PNAME

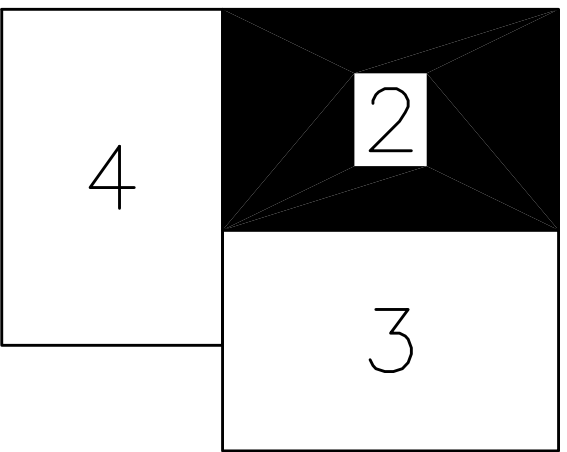
LEGAL DESCRIPTION

Outlots C and D, ARGENTA HILLS, Dakota County, Minnesota.

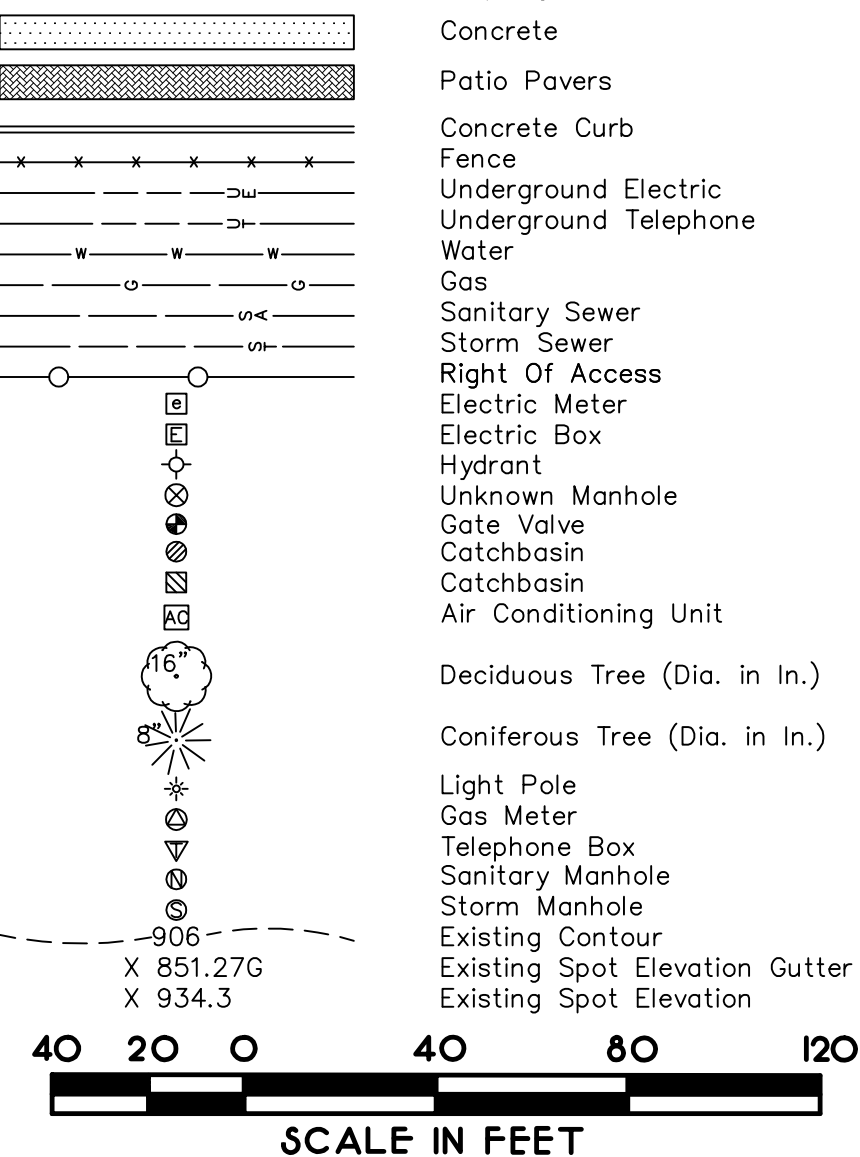
(Abstract Property)

Per Commitment for Title Insurance issued by First American Title Insurance Company, having an effective date of March 17, 2022 and bearing file number NCS-1118030-MPLS.
(INCLUDES OTHER PROPERTY)

DRAWING INDEX



LEGEND



EXISTING LEGAL DESCRIPTION:

Outlots C and D, ARGENTA HILLS, Dakota County, Minnesota.

TO BE PLATTED AS:

Lots 1 and 2, Block 1, PNAME ???, Dakota County, Minnesota.

SUBDIVISION SUMMARY:

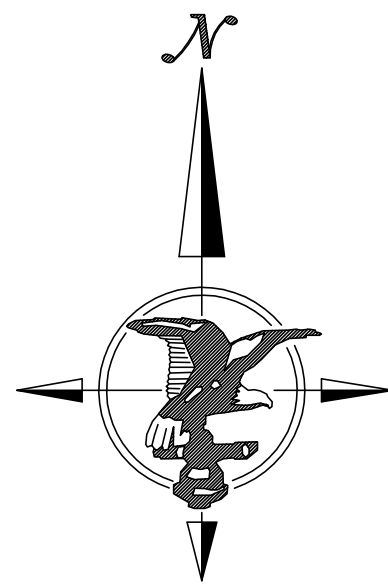
The total number of Lots is equal to 2.
The total area is 17.160 square feet.

PROPOSED AREA:

Site Area Lot 1, Block 1, PNAME equals 435,592 square feet = 10.000 acres.
Site Area Lot 2, Block 1, PNAME equals 311,903 square feet = 7.160 acres.

GENERAL NOTES:

- The bearing system used is based on ARGENTA HILLS.
- Utility Notes:
 - The location of the underground utilities shown hereon, if any, are approximate only and can not be completely and reliably depicted. PURSUANT TO MSA 216D CONTACT GOPHER STATE ONE CALL AT (612) 454-0002 PRIOR TO ANY EXCAVATION. Gopher State One Call locate requests from surveyors for design may be ignored or result in an incomplete or untimely response. Note to the client and any other user of this survey: Source information from available plans and field markings (public or private) are combined with observed evidence to help develop a view of both above and below ground utilities. Without excavation, the location of any shown underground feature is approximate. Further verification may be required.
 - Other underground utilities of which we are unaware may exist. Note: Verify all utilities critical to construction or design.
- Subject property is identified as being in "Zone X, Other Areas" on Flood Insurance Rate Map No. 27037C0105E, effective date December 2, 2011.
- Total Site Area = 747,495 square feet = 17.160 acres.
Area Outlot C = 208,834 square feet = 4.794 acres.
Area Outlot D = 538,661 square feet = 12.366 acres.
- There are a total of 0 striped parking stalls on said property, of which there are 0 designated as handicap.
- This survey was made on the ground.
- No current title work was furnished for the preparation of this survey. In preparing this survey I have relied upon the supporting documents and the Commitment for Title Insurance issued by First American Title Insurance Company, having an effective date of March 17, 2022 and bearing file number NCS-1118030-MPLS. (INCLUDES OTHER PROPERTY)
- Elevation datum is based on NAVD 88 data.
HSJ Benchmark #1 is located Top of Nail (AS SHOWN ON SURVEY)
Elevation = 887.00



SCALE: 1 INCH = 40 FEET

REVISIONS

Date:	

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota

Thomas E. Hodorff
Thomas E. Hodorff, L.S.
Minnesota Reg. No. 23677
December 19, 2023

Date: _____

PRELIMINARY PLAT
FOR
PNAME

For:

BJ BAAS

SITE:
ARGENTA HILLS

UNASSIGNED ADDRESS
INVER GROVE HEIGHTS, MINNESOTA

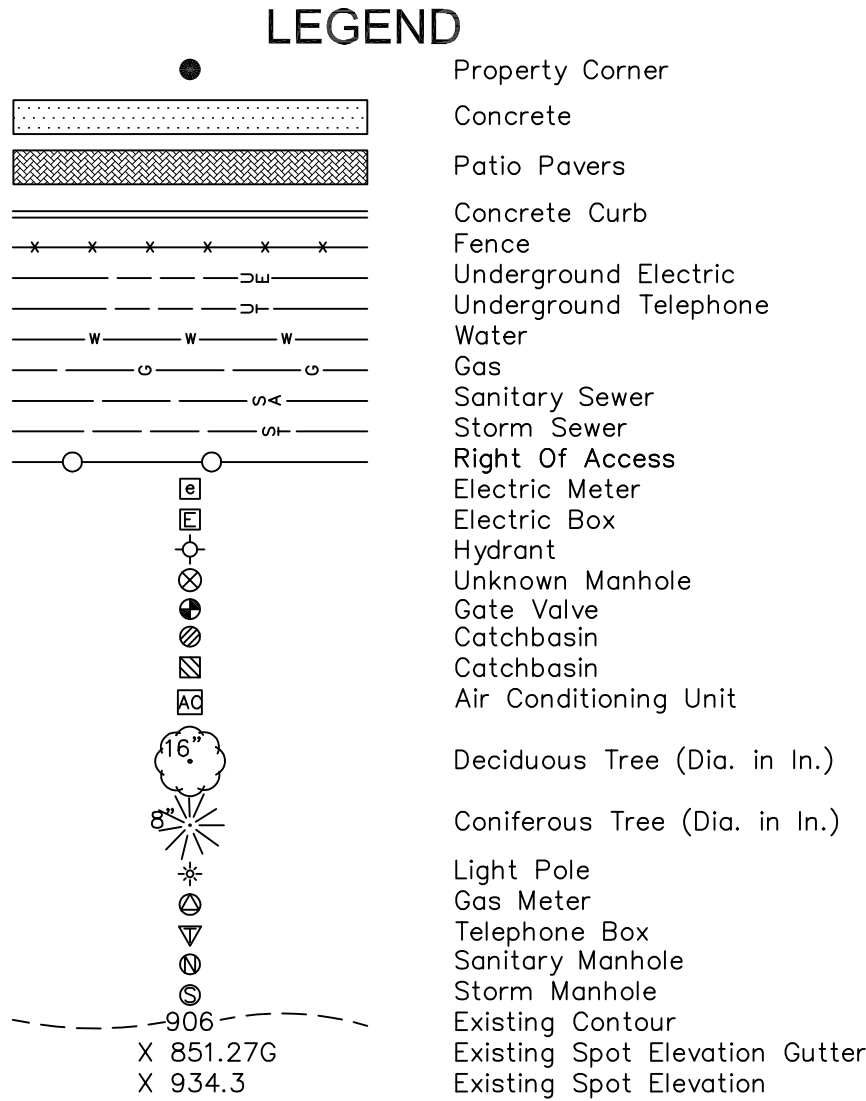
DAKOTA COUNTY

SITE ADDRESS
UNASSIGNED ADDRESS
Inver Grove Heights, Minnesota

OWNER
BJ Baas
CONTACT
Brian Baas (763) 691-0444
380 Garfield Street South
Cambridge, Minnesota 55008

SURVEYOR
Harry S. Johnson Co., Inc.
CONTACT
Tom Hodorff (952) 884-5341
9063 Lyndale Avenue South.
Bloomington, Minnesota 55420

MATCHLINE 3 OF 4 SHEETS



SHEET		4 OF 4	
Book 667	File No. 2023-344		
Page 64	W.O. Number 2023344		
CAD Technician CT			

From: [Rebecca Kiernan](#)
To: [Allan Hunting](#)
Subject: FW: Development in the Target Outlot
Date: Monday, April 15, 2024 4:30:42 PM

Comment to add to packet 4/22

From: Brenda Dietrich <bdietrich@ighmn.gov>
Sent: Monday, April 15, 2024 12:26 PM
To: Rebecca Kiernan <rkiernan@ighmn.gov>
Subject: Fwd: Development in the Target Outlot

Get [Outlook for iOS](#)

From: Chris Becker <chris@twincityfireplace.com>
Sent: Monday, April 8, 2024 9:45:45 PM
To: Brenda Dietrich <bdietrich@ighmn.gov>
Subject: Development in the Target Outlot

Good evening, Mayor,

My apologies as I was unable to attend tonight's city council meeting, I am preparing for military deployment in a week and have a lot to do before I leave my family. I am aware the meeting had a focus on the development proposed in the vacant lot near Target. I happen to live in the development across the street. I know there has been unfavorable opinions of the development by some of my neighbors. I however do not share their sentiment.

The current builder and developer have a great track record and our reputable companies and stand-up individuals. Provided low income, section 8, etc are eliminated from possibilities I am in full support of the rezoning and development of this land for high density residential purposes.

On another note, speeding and reckless driving, heckling and harassment are common along Amana Trail and an increased law enforcement presence in general would be welcome by myself and others. For a 6' tall, 200LB guy with tattoos to be harassed and heckled, I can only imagine what is happening when women and children run, bike or use the walkway and pathways around our neighborhood.

Be well,
Chris Becker
612-282-9322

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.

From: [Rebecca Kiernan](#)
To: [Allan Hunting](#)
Subject: FW: Rezoning Application (Argenta Hills)
Date: Monday, April 15, 2024 4:30:23 PM

Comment to add to packet 4/22

From: Brenda Dietrich <bdietrich@ighmn.gov>
Sent: Monday, April 15, 2024 12:26 PM
To: Rebecca Kiernan <rkiernan@ighmn.gov>
Subject: Fwd: Rezoning Application (Argenta Hills)

Get [Outlook for iOS](#)

From: Hitesh Soneji <hitesh@auszi.com>
Sent: Friday, April 12, 2024 12:20:22 PM
To: Brenda Dietrich <bdietrich@ighmn.gov>; Kris Wilson <kwilson@ighmn.gov>
Cc: Iranna Sannuli <iranna@auszi.com>
Subject: Rezoning Application (Argenta Hills)

Dear Mayor Dietrich and City Administrator Wilson:

As owners of the property situated at 7741 Amana Trail, housing OYESPA Aveda Lifestyle Salon & Spa and OYEVIDA Lifestyle Café within the Argenta Hills shopping center, we extend our support for Rise Capital's ongoing rezoning application. The proposal aims to designate 10 acres of the Argenta Hills shopping center for multifamily use.

Approval of this proposal promises to inject much-needed foot traffic into the center, a development crucial for attracting a diverse range of new commercial ventures to Argenta Hills. The vacant land in question has remained dormant for an extended period, presenting an opportune moment for the City of Inver Grove Heights to take decisive action.

We implore you to consider the collective voice of the commercial community and advocate for the approval of this proposal. The prospective benefits it offers to the City of Inver Grove Heights significantly outweigh any perceived risks.

Thank you for your attention to this matter.

Sincerely,

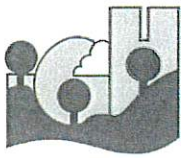
.....
Hitesh Soneji & Iranna Sannuli

OYESPA & OYEVIDA
an AUSZI gbc brand

Certified B Corporation (2023)
7741 AMANA TRAIL, INVER GROVE HEIGHTS, MN 55077
Phone: (952) 393-3620
Email: hitesh@oyespa.com
Web: <https://oyespa.com/>

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Welcome to this meeting of the Inver Grove Heights City Council!

Would you like a City staff member to follow-up with you regarding an issue on tonight's agenda or some other concern?

Please complete the form below and hand it to the City Clerk prior to departing the Council Chambers.
(Please print legibly!)

Name: John Munkelwitz Meeting Date: 3/6/2024
Address: 7660 AMISEN COURT
Email: JMunkelwitz@comcast.net Phone: _____

Agenda item or concern to be addressed or followed-up on:

WE DO NOT NEED
APTS IN OUR NEIGHBORHOOD!
IT IS AN UPSCALE NEIGHBORHOOD
WHICH NEEDS TO BE PROTECTED.
THANK YOU.

From: [Casey Petersen](#)
To: [Stacy Bodsberg](#)
Subject: Rise Capital - Casey No. 24- 06RZ
Date: Tuesday, March 5, 2024 10:52:19 AM

Please forward to all commission members

Good morning,

I am writing, yet again, to request that the planning commission deny the above-referenced zoning change. I would ask that the commission look back at their own historical view of this area and would ask what exactly has changed. Forgive me for being frustrated, but it feels like this is becoming an almost-annual email that I need to send. For whatever reason, the developers, both old and new, aren't receiving the message. For that reason, I would ask that the commission make it definitively clear on their expectations and vision for the use of this site, and that it is NOT high-density residential.

The latest proposal is no different than it's predecessors, and the feelings of both the surrounding community have not changed, nor should the position of the commission. There are plenty of other areas for high-density residential that would make much better sense, and I believe that there are significant questions about demand for this use in the current market.

Again, I would ask that the commission deny the proposal, and further make their position on this site clear so that we can all avoid having to have the same conversation over and over.

Thank you,
Casey & Coryn Petersen
7699 Addisen Court, Inver Grove Heights

--

Casey B. Petersen

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.

From: [Samantha Fitzgerald](#)
To: [Stacy Bodsberg](#)
Subject: Deny: Rise Capital - Case No. 24- 06RZ
Date: Tuesday, March 5, 2024 8:32:35 AM

Please forward to Planning Commission Members, thank you!

Hello,

I am asking you to deny the proposed zoning change. (Rise Capital - Case No. 24-06RZ). I guess the tactic of wearing the neighborhood down by making them fight the same fight year after year for nearly a decade is what the developers are doing. How many times do we have to say WE DO NOT want high density on this lot? But yet again, we are here to say, please read all our comments from the past proposed plans that were nearly identical to this. We do NOT want HDR in this lot.

This suggested change to HDR does not fit with the neighborhood or the Comprehensive Plan. There will be no retail or commercial areas left in the NW quadrant if we continue to use every acre for residential development. The City and the residents that bought within this area had a vision and purpose for this land, and it is not high density.

Only a few short months ago the Planning Commission denied a very similar project for a rezone to high density residential. (7950 Blaine Avenue from P, Public Institutional to HDR, High Density Residential (Stelter Enterprises-Case No. 23-26CPA)).

Reasons why the Planning Commission stated for denial, MOST of which fit this proposed change as well:

For example:

**There are still 55 vacant acres guided HDR and the 60 vacant acres guided Mixed Use are available property located within the city.*

**The surrounding areas are primarily single family residential. No buffer zone.*

**Would not be consistent with the policy of allowing infill development that protects the character of the neighborhood. The project would be a departure from single family development and density, which is the primary land use in the area. Could be considered out of character for the neighborhood.*

**The project would not appear to be compatible in size and scale with the existing, adjacent neighborhood. This would be the only apartment building in this area of the city and a multi-story building would appear out of character in terms of size and bulk.*

• Could be considered an abrupt change in density that provides a different housing type not found in the area.

**Commissioner Schaefer stated that making a change to residential could make sense but the change to High Density Residential is too far and would change the characteristics of the existing neighborhood, there would be no buffer. Would be too big of a change for the area.*

**Commissioner Wippermann stated that the change would be too significant to the character of the neighborhood. Is not in favor of the proposed change.*

**Commissioner Twedt stated that he does not support the change. Seems too drastic, there isn't a buffer.*

**Commissioner Weber stated that if the demands were so high for this sort of housing, the developers would be getting the buildings up. There are projects that have been approved that have yet to break ground.*

Lastly, I would encourage a reading of the minutes of past Planning and Council meetings in 2017/2018/2021 when this same re-zone was proposed. Many of the neighborhood's thoughts are the same and the points remain valid.

Thank you for your attention to this matter. I would be happy to discuss further if any questions arise.

Samantha Fitzgerald

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JAY R. LINDGREN
Partner; Industry Group Co-Leader, Development and Infrastructure
(612) 492-6875
lindgren.jay@dorsey.com

April 18, 2024

VIA ELECTRONIC MAIL

Mayor and City Councilors
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: 24-06RZ Rise Capital Rezoning Request (South Side of Amana Trail between Argenta Trail & Highway 3)

Dear Mayor Dietrich and City Councilors:

I represent Graceland IGH Holdings, LLC (“Graceland”) in connection with the above-referenced rezoning request (“Rezoning Application” or “Application”). The City Council considered, but ultimately, tabled the Rezoning Application at its April 8, 2024 meeting. At the meeting, the City Council requested an opinion from the City Attorney regarding whether a comprehensive plan (“Comp Plan”) amendment set forth in Resolution 18-128 (“Comp Plan Amendment” or “Amendment”) re-designating 10 acres of Outlot D (“Property”) on the south side of Amana Trail between Argenta Trail & Highway 3 as high-density residential, remains valid. This letter reiterates the City Attorney’s previous written opinion that the Amendment remains valid, runs with the land, and applies to subsequent property owners. This letter also explains why the City Council is required to grant the Rezoning Application under the Minnesota Land Use Planning Act to conform its zoning code to the Comp Plan. Finally, this letter notes that failure to grant the Rezoning Application would expose the City to legal claims since Graceland reasonably relied on the Amendment and assurances from City staff when it purchased the Property.

Background

The City has long hoped for a significant commercial development on the Property, as well as Outlot C and other vacant areas of the Argenta Hills development. Yet the Property and most of Argenta Hills has remained vacant for decades. In 2007, the City Council approved a Planned Unit Development (“PUD”) for Argenta Hills, which includes the Property, as well as additional adjoining land in Argenta Hills. Planning Commission Report from Allan Hunting at 1 (Mar. 6, 2024) (“PC Report”). The PUD called for 154 residential units and 410,000 square feet of commercial space. *Id.* Between 2007 and 2014 numerous amendments were made to the residential components of the PUD. *Id.* By the mid-2010s, it had become increasingly apparent that additional multifamily development would be necessary for Argenta Hills to stimulate commercial development.

Around this time, McGough Development (McGough), submitted a Rezoning Application proposing a 400-unit development for the Property and Outlot C. *Id.* at 2. This proposal would

50 South Sixth Street | Suite 1500 | Minneapolis, MN | 55402-1498 | T 612.340.2600 | F 612.340.2868 | [dorsey.com](https://www.dorsey.com)

April 18, 2024
Page 2

have left very little vacant land for commercial development at Argenta Hills. The developer ultimately withdrew this Rezoning Application in early 2017 after City Council resistance. *Id.*

In 2018, McGough proposed a compromise solution. McGough applied for a Comp Plan amendment to allow the Property to be designated high-density residential. *Id.* Outlot C and a few acres in Outlot D were to remain available for commercial development. The City Council unanimously approved this amendment. The City subsequently memorialized the terms of the Amendment and recorded same against title to the Property in the public land records.

In 2022, Graceland approached McGough regarding purchasing the Property. Graceland's analysis, and that of previous consultants, indicated the 10 acres comprising the Property was not a viable option for commercial use. Accordingly, Graceland wanted to ensure the Property could be developed for high-density residential. Graceland identified the recorded Amendment, confirming the Property was available for high-density residential. Graceland even reached out to city staff and scheduled an in person meeting to confirm the Property could be developed with high-density residential. During the meeting, the City responded by providing a written opinion from the City Attorney confirming that the Amendment does in fact remain in place and is still operative. Memorandum from Bridget McCauley Nason and Timothy J. Kuntz to Inver Grove Heights Mayor and Councilmembers at 1 (July 9, 2021). The City Attorney also confirmed that the Amendment runs with the land, applying to any owner of the Property. *Id.* at 2 (citing *Lam v. City of St. Paul*, 714 N.W.2d 740 (2006)). The City Attorney's opinion concluded with the following:

The current status of [the Amendment] is that it has not been revoked, rescinded, superseded or amended at this time. Further, the statutes and local ordinances do not provide an automatic expiration date and the Resolution itself did not provide for an expiration date. Thus, [the Amendment] continues in place

Id. at 1. As a result, Graceland purchased the Property along with several other lots in Argenta Hills, all in reasonable reliance on city staff's and the City Attorney's assurances that the Amendment, allowing for high-density residential, remained in place.

Thereafter, Graceland entered into a purchase and sale agreement to sell the Property to Rise Capital. Consistent with the Amendment, Rise Capital applied to rezone the Property to R-3C/PUD, Multiple Family Residential/Planned Unit Development. PC Report at 1.

The Rezoning Application was referred to the Planning Commission for a recommendation regarding whether the City Council should rezone the Property. The staff report confirmed that the Comp Plan Amendment "still stands." As a result, City staff recommended approval of the Rezoning Application because it is consistent with the Comp Plan Amendment. The Planning Commission unanimously recommended granting the Rezoning Application.

The Rezoning Application was then forwarded to the City Council for consideration at its meeting on April 8, 2024. Staff again recommended approving the Application as consistent with the Amendment. Request for Council Action from Allan Hunting at 2 (Apr. 8, 2024). During the meeting, certain City Councilors questioned the City Attorney's opinion that the Amendment

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remains in place, notwithstanding the previous written opinion from the City Attorney confirming that the Amendment is in fact valid. Ultimately, the City Council voted to table the Rezoning Application and directed the City Attorney to issue another opinion on the validity of the Amendment.

Discussion

Under Minnesota law, the Comp Plan Amendment remains valid and runs with the land. Consequently, the City Council must grant the rezoning request to conform its zoning code to the Amendment to comply with the requirements of the Minnesota Land Use Planning Act. Graceland reasonably relied on the recorded Amendment, assurances from City staff, and the ability to develop high-density residential on the Property when it purchased the Property. Denying the Rezoning Amendment would frustrate Graceland's investment-backed expectations and expose the City to legal claims.

I. The Comp Plan Amendment Remains Valid.

Some opponents of the rezoning have argued that the Comp Plan Amendment somehow applies only to McGough and not to subsequent landowners. This argument misunderstands land use decisions and Comp Plans. Comp Plans are "a compilation of policy statements, goals, standards, and maps for guiding the physical, social and economic development, both private and public, of the municipality." Minn. Stat. § 462.352, subd. 5. "A decision regarding a proposed amendment to a city's comprehensive plan is legislative in nature." *Wensmann Realty, Inc. v. City of Eagan*, 734 N.W.2d 623, 630 (Minn. 2007) (citing *Mendota Golf, LLP v. City of Mendota Heights*, 708 N.W.2d 162, 174 (Minn. 2006)). Legislative decisions "affect the rights of the public generally," rather than to individuals. *Anderson v. County of Lyon*, 784 N.W.2d 77, 81 (Minn. App. 2010). Because the Amendment is legislative it applies to the land generally and not to a particular individual.¹ Indeed, the Minnesota Constitution prohibits adoption of special laws applicable only to particular individuals. See, e.g., *State ex rel. Bd. of Courthouse & City Hall Comm'rs of City of Minneapolis & Cnty. of Hennepin v. Cooley*, 58 N.W. 150, 153 (Minn. 1893).

Even if the City Council could enact special legislation in favor of a single party, nothing in the Amendment suggests it did so here. See *City of Inver Grove Heights*, Minn., Resolution No. 18-128. The only reference to McGough was in a parenthetical below the case number. *Id.*² Neither the findings nor body of the ordinance makes reference to McGough or limits its Rezoning

¹ Even if the decision were a quasi-judicial decision, land use decisions are not personal licenses but protected property interests. *Northpointe Plaza v. City of Rochester*, 465 N.W.2d 686, 689 (Minn.1991). Land use decisions run with the land and continue to benefit the property even if the property is conveyed. *Upper Minnetonka Yacht Club v. City of Shorewood*, 770 N.W.2d 184, 187 (Minn. Ct. App. 2009).

² As a matter of form, it appears the City generally lists the applicant's name below the case number in land use resolutions. *City of Inver Grove Heights*, Minn., Resolution No. 2022-091 (issuing a conditional use permit to River Heights Marina, 4455 66th St. E). This practice extends to conditional use permits, see *id.*, which apply indefinitely regardless of whether the landowner changes, Minn. Stat. § 462.3595, subd. 3.

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Application only to McGough. *Id.* The enacting clause simply states, “the Comprehensive Plan Map Amendment is hereby approved.” *Id.* Because Comp Plans are legislative in nature and apply broadly to anyone owning the Property, the Comp Plan amendment remains valid.

II. The City Council Must Rezone the Property to Conform with the Amendment.

Minnesota law requires that local government’s zoning ordinances are consistent with their Comp Plans. Minn. Stat. § 473.858, subd. 1. If the Comp Plan conflicts with the zoning ordinance, the zoning ordinance must be amended to conform with the Comp Plan. *Id.* In this way, a Comp Plan “has the direct effect of controlling a city’s land use development because the plan becomes supreme vis-à-vis zoning ordinances.” *State by Smart Growth Minneapolis v. City of Minneapolis*, 954 N.W.2d 584, 596 (Minn. 2021) (citing Minn. Stat. § 473.858, subd. 1); *see also Mendota Golf, LLP v. City of Mendota Heights*, 708 N.W.2d 162, 175 (Minn. 2006) (stating that a Comp Plan “constitutes the primary land use control for cities and supersedes all other municipal regulations”).

The Comp Plan Amendment changed the designation for the Property to high-density residential. “Uses in this category will be principally limited to higher density apartment or condominium buildings.” Inver Grove Heights, Minn., Comprehensive Plan (IGH Comp Plan) 2-28. The high-density residential designation does not allow for commercial use. *Id.* The high-density residential designation is intended to accommodate multi-family housing at densities of 12-35 units per acre. *Id.* at 2-28 & 2-45. The designation allows for between 120 and 350 units on the 10 acre Property. Rise Capital’s plan for 224 units falls within these limits.

The Property is currently zoned B-4/PUD. Inver Grove Heights, Minn., Zoning Map. This zoning designation does not allow for residential development at the levels set forth in the R-3C Multiple-Family Residential District, as contemplated by the Amendment. The R-3C Multiple-Family Residential district allows for the greater than 12-units per acre as contemplated by the Amendment, and is therefore the appropriate zoning designation required to bring the zoning of the Property in line with the terms of the Amendment. City of Inver Grove Heights, Minn., Code of Ordinances § 10-9C-3.

The R-3C district is the only zoning district in the City that allows the level of density envisioned by the Amendment. Accordingly, under Minnesota law, the City must grant the Application to rezone the Property to conform with the Comp Plan and Minnesota law.

Additionally, denying the current zoning requirement would be contrary to the express policies of the current Comp Plan. Argenta Hills is specifically discussed in the 2040 Comp Plan, with references therein to the stalled commercial development that has occurred at Argenta Hills. In reference to Argenta Hills, the current Comp Plan provides that:

Market studies completed by Stantec in 2014 and Maxfield Research in 2017 have suggested the following as possible reasons why commercial nodes such as ... Argenta Hills are struggling.

- *Inver Grove Heights has excess retail square footage.*

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- *Larger national chains are not as interested in the Inver Grove Heights market area as it may draw from existing stores in Eagan, West St. Paul, South St. Paul that better serve a market.*
- *Argenta Hills struggle[s] because of the low density or no density housing pattern south of the sites. Thus there are fewer households within their market draw areas than competing commercial nodes.*

Comp Plan 2-35. In addition, the current Comp Plan expressly provides that it is a policy of the City of Inver Grove Heights to “[i]ntegrate higher density housing into regional commercial centers to offer more activity and place making.” *Id.* at 2-36. The current Application aims to do exactly that: integrate higher density housing into the Argenta Hills shopping center to offer more activity, place making, and ultimately spur commercial development on the remaining portions of Argenta Hills. In order to bring its zoning into conformance with the terms of the Comp Plan, the City must allow developers to integrate higher density housing options into regional commercial centers. To deny the Application, would be contrary to the express terms of the current Comp Plan and the Amendment.

III. Denying the Rezoning Application Would Expose the City to Legal Claims.

Before Graceland purchased the Property, it concluded the only viable economic use for the 10 acres comprising the Property was for high-density residential. Consistent with this conclusion, Graceland completed its due diligence to ensure if it purchased the Property it would be able to develop high-density residential on the Property. The title search Graceland completed revealed that the Comp Plan Amendment in 2018 allowed for high-density residential on the Property. Graceland even reached out to city staff to confirm high-density residential could be developed on the Property. Not only did the staff confirm that the Amendment was valid, but *staff provided Graceland with a written opinion from the City Attorney confirming that the Amendment remained valid.* Now, presumably under pressure from residents, the City has requested another opinion from the City Attorneys hoping the City Attorneys will reverse their previous analysis and conclude the Amendment is no longer effective. Denying the validity of the Amendment would be arbitrary and capricious and expose the City to legal claims.

A. Denial of the Rezoning Application Would Be Arbitrary and Capricious.

A city may not make rezoning decisions that are arbitrary and capricious. *Frank’s Nursery Sales, Inc. v. City of Roseville*, 295 N.W.2d 604, 608 (Minn.1980). A city’s decision is arbitrary and capricious if it represents the City’s will and not its judgment. *Schilling v. City of St. Paul*, No. A10–721, 2011 WL 1544644, at *4 (Apr. 26, 2011). A city decision will be overturned as arbitrary and capricious if the City entirely failed to consider an important aspect of the issue. *Id.* Denying the Rezoning Application would be the product of the City’s will and not its judgment. The City has been previously advised by the City Attorneys that the Amendment remains in force. Nevertheless, the City appears to be looking for a way out to placate vocal opposition to the Project. Denying the Rezoning Application would violate Minnesota law by perpetuating an inconsistency between the zoning code and the Comp Plan. It would also be inconsistent with recommendations from the staff, the Planning Commission, the City Attorney, and the express

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provisions and policies of the current Comp Plan. Such a decision would reflect the City's will and not its judgement, and be deemed arbitrary and capricious.

B. The City Is Equitably Estopped from Denying the Rezoning Application.

The City is also equitably estopped from denying the Rezoning Application. Minnesota law recognizes that a city may be prevented from exercising its zoning powers if: (1) the city conducted itself wrongfully, (2) the party seeking equitable estoppel reasonably relied on the wrongful conduct, (3) the party incurred a unique expenditure in reliance on the wrongful conduct, and (4) the balance of equities weigh in favor of estoppel. *City of N. Oaks v. Sarpal*, 797 N.W.2d 18, 25 (Minn. 2011).

Denying the Rezoning Application would satisfy all the elements of equitable estoppel. First, denying the Rezoning Application would be wrongful because it would violate state law by making the zoning code inconsistent with the Comp Plan. This is not an instance in which city staff merely gave a good faith, but erroneous interpretation of an ordinance. Second, Graceland reasonably relied on the recorded Amendment, statements of staff, and the written opinion of the City Attorneys in making its decision to purchase the Property. Third, Graceland incurred the unique expense of purchasing the Property, as well as significant development and site planning expenses, in reliance on the Amendment and the City Attorneys' written opinion. Fourth, the balance of equities favor estoppel. Graceland has done everything a prudent developer would do to protect its rights. Graceland completed a title search before purchasing the Property. Graceland affirmatively reached out to the City, met in person, and received confirmation that high-density residential was allowed under the Amendment. Graceland obtained a copy of a City Attorney's written opinion confirming the Amendment remained valid. Notwithstanding all that, on more than one occasion, representatives of the City have stated during public meetings that they don't believe the Amendment is valid, notwithstanding the previous conclusions of the City Attorney. To be sure, the City has sought to escape its legal obligations, even going so far as to request a second legal opinion in hopes of saving itself from its past actions.

C. The City Could Be Subject to a Takings Claim.

The Takings Clause prohibits the government from taking private property for public use without just compensation. *Palazzolo v. Rhode Island*, 533 U.S. 606, 617 (2001). To evaluate takings claims, courts balance the economic impact of the regulation, its interference with reasonable investment-backed expectations, and the character of the government action. *Penn Central Transportation Co. v. City of New York*, 438 U.S. 104, 124 (1978). The first two factors—economic impact and interference with reasonable investment-backed expectations—are “primary.” *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528, 538-39 (2005).

The economic impact of denying the Rezoning Application would be severe. The Property has sat vacant for decades despite the fact that the City has allowed commercial development on the Property for approximately 20 years. Multiple consultants have concluded that commercial development is uneconomic on the Property. If the Rezoning Application is denied, the Property will remain vacant, commercial development will be stalled, and Graceland will be deprived of any significant economic value. Denying the Rezoning Application would also interfere with

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Graceland's reasonable investment-backed expectations. Again, before purchasing the Property, Graceland completed its due diligence. In multiple ways, the City communicated to Graceland that the Property could be developed for high-density residential. If the City denied the Rezoning Application, the City would frustrate Graceland's reasonable investment-backed expectations. Accordingly, Graceland reserves its right to bring a takings claim should the City deny the Rezoning Application.

Conclusion

Graceland's due diligence before purchasing the Property exceeded the customary due diligence of even the most sophisticated parties. Denying the Rezoning Application would not only expose the City to legal claims from Graceland but would chill investment in the Property and City. To ensure this long vacant land is developed, the City should simply do what is required under state law and grant the Rezoning Application.

Thank you for the opportunity to submit these comments and I respectfully request that this letter be made part of the record.

Very truly yours,

DORSEY & WHITNEY LLP



Jay R. Lindgren
Partner; Industry Group Co-Leader, Development
and Infrastructure

JRL:bb

cc: Bridget M. Nason, City Attorneys (via email)
Nicholas J. Monson, Hempel Real Estate (via email)
Allan Hunting, City Planner (via email)
Kris Wilson, City Administrator (via email)

Receipt:# 575924

3274478

RES \$46.00

Return to:
CITY OF INVER GROVE
HEIGHTS
8150 BARBARA AVE
% MICHELLE TESSER
INVER GROVE HEIGHTS MN
55077



Recorded on: 10/8/2018 9:39 AM

By: CZP, Deputy

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

The undersigned, City Clerk of the City of Inver Grove Heights, Dakota County, Minnesota, hereby certifies that the attached is a true and correct copy of Resolution No. 18124 adopted by the City Council of the City of Inver Grove Heights at a lawful meeting duly called and held on June 11 2018 which a quorum was present and acting throughout, and of the original on file in the office of the City Clerk, City of Inver Grove Heights, Dakota County, Minnesota.

Michelle Tesser, City Clerk

(SEAL)

Dated: 10/2/18

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

RESOLUTION NO. 18-128

**RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO
CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 10.0 ACRES OF
OUTLOT D, ARGENTA HILLS, FROM RC, REGIONAL COMMERCIAL TO HDR, HIGH
DENSITY RESIDENTIAL**

**CASE NO. 18-24PA
(McGough Development)**

WHEREAS, an application has been submitted for property legally described as;

**The westerly 10.0 acres of 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 May 15, 2018, 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 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.

Adopted by the City Council of Inver Grove Heights on this 11th day of June, 2018.

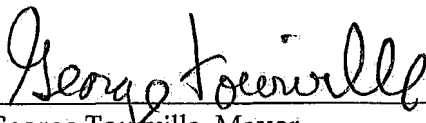
Ayes: 5

Nays: 0

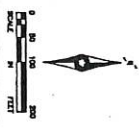
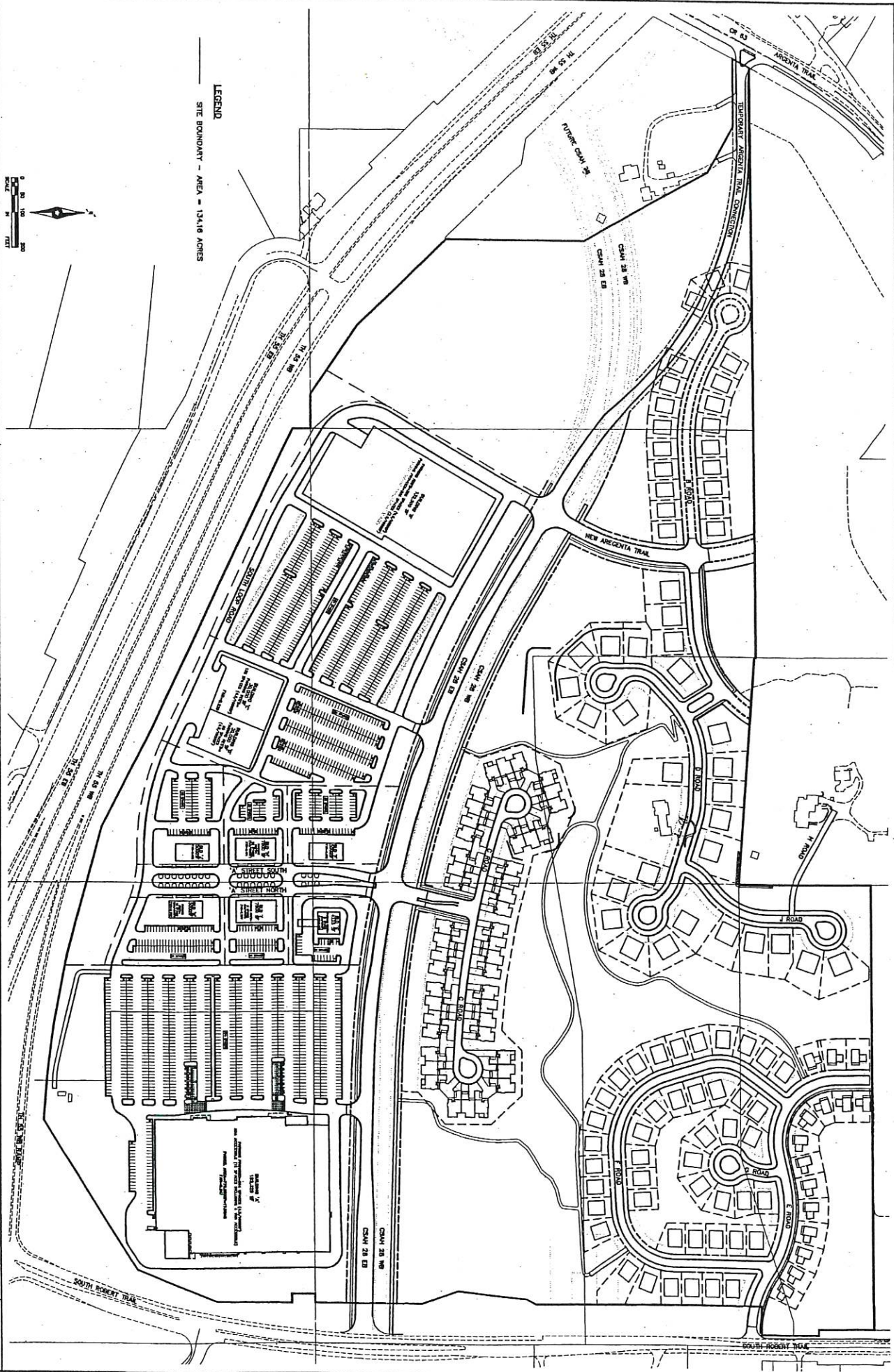
ATTEST:



Michelle Tesser, City Clerk



George Tourville, Mayor



DEVELOPER MGT DEVELOPMENT, INC.		ARGENTA HILLS SITE LAYOUT PLAN INNER GROVE HEIGHTS, MN	
DESIGN FIRM 2000/01/01	DATE 01/01/01	CITY PROJECT XXXXXX	SHEET NO. 1
DESIGN FIRM 2000/01/01	DATE 01/01/01	COUNTY PROJECT XXXXXX	
DESIGN FIRM 2000/01/01	DATE 01/01/01	S.A.P. XXXXXX	
DESIGN FIRM 2000/01/01	DATE 01/01/01	S.A.P. XXXXXX	

URS

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Figure 2-2: Land Use Plan

