Inver Grove Heights City Council

Monday, January 24, 2022, at 6:00 p.m.

8150 Barbara Avenue, Inver Grove Heights, MN 55077

A G E N D A

NOTICE TO RESIDENTS: If you are interested in participating on **Item 7. Public Comment**, please contact Rebecca Kiernan prior to this meeting via telephone (651) 450-2513 or email (rkiernan@ighmn.gov) to inform her - your name, address and to what you wish to speak on. Individuals may submit written public comments in advance of the meeting by emailing comments to Rebecca Kiernan (rkiernan@ighmn.gov). Comments received prior to 4:00 p.m. on Monday, January 24, 2022, will be provided to the Council at or before the January 24, 2022 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.** Minutes from the December 13, 2021, City Council meeting
- **B.** Resolution approving disbursements for period ending January 18, 2022
- **C.** Approve personnel actions
- **D.** Resolution approving the submission of the City's Minnesota Pay Equity Implementation Report for the year ending 12/31/2021
- **E.** Resolution closing Heritage Village Park Projects 1622 and 1707
- **F.** Resolution closing the recreation fund and transferring residual balances to the general fund and parks capital replacement fund
- **G.** Authorization to enter into contract for 2022 Lobbying Services
- **H.** Resolution approving amended and restated joint and cooperative agreement for the Municipal Legislative Commission
- **I.** Approve individual massage therapist at Inver Grove Chiropractic – Nicholas Strand
- **J.** Approve proposal with US Aquatics for the replacement of the pool filtration, pumps, and chemical feed systems.
- **K.** Resolution approving Union Pacific Railroad Company reimbursement agreements for preliminary engineering services for City Project No. 2016-17 – 117th Street Reconstruction
- **L.** Approve custom grading agreement and storm water facilities maintenance agreement for 9178 Dalton Ct
- **M.** Resolution to authorize and accept 2021 donations and sponsorships to the Parks and Recreation Department
- **N.** Approve portable toilet contract
- **O.** Approve Legal Service Agreement – Landfill Matters

5. **Public Hearing**

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

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

6. Regular

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

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

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

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

D. Discussion of Heritage Village Park next steps

E. Adoption of 2022 Legislative Priorities

7. Public Comment

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

8. Mayor and Council Comments

9. Adjourn

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

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, DECEMBER 13, 2021 - 6:00 P.M. - 8150 BARBARA AVENUE

1. CALL TO ORDER:
The City Council of Inver Grove Heights met in regular session on Monday, December 13, 2021, in person. Mayor Bartholomew called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

2. ROLL CALL:
Present In-Person: Mayor Bartholomew, Council Members: Piekarski Krech, Dietrich, Murphy, and Gliva; City Administrator Wilson, City Attorney McCauley Nason, City Clerk Kiernan, Fire Chief Thill, Finance Director Hove, Community Development Director Rand, City Planner Hunting, and Civil Engineer Moser.
Also Present: Jason Aarsvold Municipal Advisor, Ehlers; Melissa Duce, Land Entitlement Manager, U.S. Home Corp., dba Lennar.

3. PRESENTATIONS:
Citizen Recognition

Fire Chief Judy Thill recognized a young lady named Lindsay, for her quick actions when she realized there was a fire in her home. A couple of weeks ago, the Fire Department received a page for a fire on top of a stove. From information received, the family dog had jumped up to get at a pizza box that was on top of the stove and accidentally turned the burner on. That started the pizza box on fire. At the time it happened, Lindsay was home watching her siblings while her parents were out. Due to her quick thinking, she was able to safely turn the burner off, and also knew enough not to try to do anything with a box that was on fire. She then called 911 and calmly answered all of the Dispatchers questions and listened to directions when she was told to get all of her siblings out of the house and wait for Emergency Responders. Lindsay gathered her siblings, went out the door away from the stove, kept the three of them and the dogs together while waiting for Fire Responders. Inver Grove Heights Police arrived and found the three children and the dog all together in the driveway and got them out of the elements. Inver Grove Heights Fire arrived, went into the house, found the stove off, the box no longer on fire, and the only damage to anything else was a plastic cake box sitting beside the stove that had melted. She stated stove fires may seem simple, but can spread to cabinets, towels, or anything flammable anywhere near the stove. Success stories like this are not always had, where adults or children know what to do when there is a fire in their home. Even more rare is a person's ability to remain calm and keep a level head during a fire.

She said the Fire Department wanted to take the opportunity to celebrate this young lady and the actions she took. Fire Chief Thill presented an Inver Grove Heights Fire Department Challenge Coin for Lindsay that has their patch on the front and St. Florian, the Patron Saint of Firefighters, on the back. She also has a Certificate of Commendation to present to this brave young lady this evening that reads: "The City of Inver Grove Heights Fire Department commends Lindsay, on this 13th Day of December, 2021 for demonstrating exceptional bravery, responsibility, and good use of judgement in a fire emergency". Fire Chief Thill said they are very proud of Lindsay and thank her very much for all of her work.

Lindsay received a standing ovation.
Photos were taken of Lindsay with the City Council and with Fire Chief Thill.

Mayor Bartholomew thanked Lindsay for her actions, her calmness, and collectiveness. It is very brave of her as a young person and appreciated.

4. CONSENT AGENDA:

A. **i.** Minutes from the October 25, 2021, City Council meeting.
ii. Minutes from the November 1, 2021, City Council work session.
iii. Minutes from the November 8, 2021 City Council meeting.

B. Resolution 2021-305 approving disbursements for period ending December 7, 2021.
C. Approve personnel actions.
D. Approve amendment to city job classification plan.
E. Approve 2022 City Council meeting schedules.
F. Approve 2022 Commission/committee meeting schedules.
G. Approve revised 2022 fee schedule. **Resolution 2021-306**
H. Approve 2022 polling place locations. **Resolution 2021-307**
I. Approve Criminal Justice Network (CJN) joint powers agreement. **Resolution 2021-308**
J. Approve Fire Relief Association vesting schedule change. **Resolution 2021-309**
K. Resolution 2021-310 Authorizing submittal of applications to Dakota County for City-Dakota County Conservation Collaborative 2022 Restoration Project Funding for Seidls Park, Hermon Reserve Park and Heritage Village Park and authorizing appropriate city signatories.
L. Resolution 2021-311 Authorizing City to Enter Into Partnership Agreement with ISD 199 for Community Education Programming for 55+ Residents for the 2022 Program Year and Authorizing Execution.
M. Resolution 2021-312 Authorizing the City of Inver Grove Heights Convention & Visitors Bureau to make application for state of MN "Explore Minnesota 2022 Tourism Grant" Funds and Authorizing Appropriate City Signatories to Execute Related Agreements Pending Grant Award.
N. Consider Final Compensating Change Order No. 3, Final Pay Voucher 6, Engineer's Final Report, and **Resolution 2021-313** Accepting Work for City Project No. 2018-09 – Atwater Path Pavement Replacement, City Project No.2018-09F – 55th Street & 55th Street Court Reconstruction, and City Project No. 2017-07 – HVP Site Borrow Placement.
O. Consider **Resolution 2021-314** Approving Final Plans and Specification, Authorizing Advertisement for Bids, and Establishing City Project 2021-16 - Cahill Trunk Drainage Improvements for the 2022 Pavement Management Program, City Project No. 2016-09F – Carleda Way Area Improvements and City Project No. 2016-13 – Cahill Trunk Drainage Improvements.
P. Consider **Resolution 2021-315** Approving Release of Claims Agreement with Property Owners at 5955 Bryant Lane for City Project No. 2021-09D Bryant Lane Area Improvements.
Q. Approve operating manager for Outback Steakhouse.
R. Resolution 2021-316 authorizing submittal of a Host Community grant program application to the Minnesota Department of Employment and Economic Development (DEED) for $415,625 for 6500 Concord Boulevard block redevelopment.
S. Consider **Resolution 2021-317** approving the Dakota County community waste abatement 2022 grant agreement.
T. Consider **Resolution 2021-318** accepting city's ARPA allocation.

Motion by Murphy, second by Dietrich, to approve the Consent Agenda as presented.

Ayes: 5
Nays: 0 Motion carried.

5. PUBLIC HEARING:

INVER GROVE HEIGHTS CITY COUNCIL MEETING – December 13, 2021

A. Consider approval of 2022 Budget and Tax Levies. Resolution 2021-319, 2021-320, 2021-321

Finance Director Amy Hove presented the 2022 Budget and Tax Levies (also known as Truth in Taxation meeting), stating this would be the final time they would be discussing this item. This is where they formally solicit information from the public, who have been invited throughout this process. This is the formal invitation for comments on the latest draft of the Budget and Levy.

2022 Budget Calendar – Recap:

- June – Process began. Various meetings and Work Sessions to discuss the Budget. Specifically, the General Fund Budget and Preliminary Tax Levies.
- September 13, 2021 – Council adopts Preliminary 2022 General Fund Budget and Tax Levies.
- October through now – Held multiple Work Sessions to review additional budgets and funds; Special Revenue Funds, Capital Funds, Enterprise Funds, and Internal Service Funds.
- November 12, 2021 – Dakota County mailed out the Proposed Tax Notices (estimated 2022 taxes based on proposed tax levies). This is based on the preliminary levy that the Council set back in September.
- December 6, 2021 – Final Work Session was held to review the latest revisions and reductions to the 2022 Budget and Levies.
- December 13, 2021 (Tonight) - Public meeting for final presentation and review of the budgets and levies.
    - The Public will be invited to comment after the presentation.
    - Council will be asked to consider adoption.

Citywide Tax Levy by Fund:

- Levies are broken down into three categories:
    1. General Fund Levy
    2. Pavement Management Levy
    3. Debt Service Levy

She stated up until 2021 the Pavement Management Levy was rolled into/included in the General Fund Levy. It was pulled out to be able to view comparisons to see how that piece of the overall levy has increased year over year. The current draft shows a levy of $27,985,386, a 7.1% increase over 2021.

Things to Consider when residents receive their proposed notice:

- The city is one of the Taxing Districts that show up on the proposed tax bill. There is also:
    - County
    - School
    - Some properties have a State General Tax (does not include residential properties, more commercial/industrial)
- The city's current budget draft reflects a 7.1% increase to the tax levy, an increase of just over $1.86 million dollars.
    - When notices went out the city's preliminary levy was actually at a 9.7% increase.
    - There has been quite a bit of work in the October/November/December Work Sessions to get where they are at today.
- Current budget draft reflects a city tax rate of 51.661% for payable 2022.
    - When tax notices went out and residents saw their anticipated city tax, the tax rate for the city was 53.09%.
- Average Tax Rate is approximately 51.56% over the last four years.
    - In line with where the tax rate has been historically.

Factors that impact Property Taxes:

- Market Value & Tax Capacity

    - People tend to believe their market value automatically translates into how much they would pay in property taxes.
- Property Classifications. Depending on what type of property class rate you are in, will determine what your tax capacity is.
    - Tax capacity is how much your share is going to be of the overall tax levy that is passed.
    - Homestead or Non-Homestead can impact the property.
        - There are about three dozen property classifications in the Minnesota Property Tax Code. It matters what property class you are in.
- Taxing Jurisdictions.
    - The city can control the tax levy and special assessments put on properties.
        - Other things are out of city control.
            - How a resident is using their property.
            - Market Value is set by the County
            - Tax Capacity Rates are set by the State

The relationship between Market Values and Tax Capacity 2022:
This is where the property class comes into play.
Market Value:

- Residential makeup of Market Values in the city. 77% of the overall value in our city based on information from Dakota County.
- Commercial/Industrial is at 11% of Market Values.

Tax Capacity:
How your share of the city's tax bill is divvied up.

- Residential properties contribute 67% toward the Property Tax Levy.
- Commercial/Residential is at 18% of the tax levy bill.

Residential properties are in a slightly lower property class rate.
Budget Summary:

- The cities proposed budget for 2022 (Expenditures) is $73,244,426.
- The largest fund is the General Fund which covers a lot of city activities.
- Other funds are paid for in various other ways such as:
    - Utility Fees
    - Lodging Tax

Primarily tax supported funds:

- General Fund. When taking out the transfers that go to Recreation and EDA from the General Fund, it is about 79% funded with taxes.
- Recreation comes in at 54%.
    - A little over half of that budget is funded by property taxes.
- EDA is at 75%.
- Debt Service is at 87%.
    - The reason this is not closer to 100 is because they have some Special Assessments that come as a part of the Debt Service Fund.
- Pavement Management Fund is tax supported, 19%.
    - Percent is showing quite small.
    - Next year is an unusual year with a large slate of projects up for consideration (not finalized projects yet).
    - In a normal year, doing $5 to $6 million dollars in pavement management projects, the fund would be at 40-50% tax supported.
    - Majority of funds coming into this fund are property taxes, also have Franchise Fees, special assessments, State Aid construction dollars, and utility reimbursements.

- 2022 is an unusual year in which they are using up some fund balance. It makes it look like the percent is a little bit smaller.

2022 General Fund:
(The main driver as noted in the previous item, as to where the property tax increase is coming from).

- Revenues by Category:
  - Property Taxes is #1
  - Next biggest category for 2022 is Intergovernmental
    - Significant increase from 2021's amended budget
  - City received a SAFER Fire Staffing Grant that starts in 2022. Just under $1.1 million dollars.
    - Falls in the Intergovernmental Revenue column.
- Intergovernmental Revenue is State, Federal, County Grants.
  - This category took a big jump, is pretty much all related to the Grant.
- Other revenue categories stay fairly consistent such as:
  - Licenses and Permits.
    - Covers Liquor Licenses or Building Permit activity.
    - Anticipated 2022 activity is similar to what was anticipated for 2021.
- Other smaller categories:
  - Fines and Penalties
  - Miscellaneous Revenue
  - Reimbursements
  - Charges for Services

2022 General Fund Expenditures by Department (Function):

- Lists out expenses by Department.
- Individual Departments along with their Amended 2021 Budget and their 2022 Budget.
- Expenditure Budget at: $28,500,000.

2022 Budget Expenditures, showing the function of Government it is covering. Where the dollars go:

- Public Safety, about 53%
- Police at 35%
- Fire at 18%
- General Government: Includes things such as Administration, Finance, Communications, Technology
- Public Works
- Parks and Recreation
- Community Development Activity

General Fund Expenditure Budgets by Category:
What drives the cost in the General Fund, broken down to the types of categories of payments and funding.

- Personnel is the largest
- Professional Services
- Purchased Services and Equipment
- Supplies
- Other

Most stayed fairly consistent with a slight bump in some. The biggest increase for next year is in the Personnel category. Some had to do with the new Fire employees from the Grant and other positions in the budget still to be discussed.

2022 Budget Investments:

The city has placed a lot of investment to infrastructures. The city built a new Fire Station which took on debt and has been consistently increasing Pavement Management contributions year over year.
This is the year of the investment in Personnel, people that keep things running. This is reflective of a growing community, an increase for services, and a need to support those services.

- Existing Personnel
    - Settled Union Contracts.
    - 2.75% general wage increase in Contracts and based on what is in the budget.
    - 5.5% increase to health insurance.
    - The current budget reflects these figures.
- Looking to improve Public Safety and Public Safety response:
    - Hire an additional 3 Police Officers
    - Hire an additional 9 Firefighters
        - The Firefighters would be funded for 3 years by the Grant.
        - Also have $150,000 in next years budget to start saving for when the cost becomes fully the city's responsibility, will be prepared to seamlessly bring that onto the budget without having a major jump in one year.
- Attempting to respond to ongoing building and development activities.
    - (Mid-year 2021) Added an additional Building Inspector and additional Office Support hours.
        - This is the first year the budget needs to be fully in place to support a full year position.
    - Replacement of aging GIS equipment needed in the Engineering Department.
- Improving maintenance in support of city assets.
    - Hire an additional Mechanic.
    - Hire a Building Maintenance Technician to help take care of our facilities.
    - Continued investment in the Pavement Management Program.
        - Next years budget includes an additional $250,000 towards the program.
        - All in, in 2022 they are at $2.55 million dollars that is going to be going directly to the Pavement Management Program.
    - Increased street maintenance supplies to continue the Broad Area Patching Program or continuing some version of that once they are through the Citizen's Task Force and know what sort of framework is wanted to apply to that program.
- Improve Administrative and Financial support to growing operations. Whether departments or external customers.
    - Hire Assistant Finance Director
    - Hire Deputy Clerk

Storm Water Special Taxing District Levy:
A Third Resolution is included in the Council packets.

- Established under M.S. 444.
- Used to fund trunk storm sewer improvements, with residents paying back rather than assessing them. There are three different Special Taxing Districts:
    - Babcock Trail
    - South Grove
    - 70th Street
- Contains approximately 3,000 parcels.
- 10-year term (2018-2027).
- $79,394 annually.

- This was a separate levy Resolution that was passed because it does not apply to all city residents. Passed as a separate Resolution.

2022 Budget – Final Steps at Meeting:

- Councilmember comments or questions.
- Public input.
- Council would consider Resolutions.
- Staff action items. What happens next once a budget and levy is adopted.

Mayor Bartholomew mentioned that a long time was spent working on this. It has been in the works since September. There have been a lot of hours, a lot of input from Staff. He appreciates the hard work, diligence, and listening to the Council when there were questions, concerns, looking for ways to trim the budget, and getting things more streamlined. He appreciated that help.

Mayor Bartholomew opened the Public Hearing.

Mark Sampson, 3118 Cuneen Court, said he has been having correspondence with Amy about the perspective and Truth in Taxation. He said that some of the verbiage on the city website has been modified thanks to his input. The most important part was chosen to be left off in his opinion which was a resident's perspective. The city perspective is that it is a 1.2% increase in the tax rate. From a resident perspective the increase is approximately $140.00, 11.43%. That was the original taxation. He said the revised one that the Finance Director pointed out was actually $116.00 or 9.42%.

He said the fact that the city was hiding the resident perspective from residents made him look deeper into the history of taxation in Inver Grove Heights. He took his property taxes from 1998 to current and looked at the figures for the inflation rate in the U.S. over the last 24 years. Dakota County tax increased year over year, over the last 24 years as well as the City of Inver Grove Heights. He displayed a graph that indicated Inver Grove Heights (in red) and said it was consistently above Dakota County. The grey line depicted inflation which is always below 5%. The green line was Dakota County. He said the average inflation rate over the 24-year period was 2.4%, the Dakota County tax increase was 2.2% (well beneath that of inflation). The Inver Grove Heights year on year on average has a 6.6% increase, 3 times the inflation rate over 24 years. He said that should be ringing alarm bells to everybody that lives in the city because 6.6% at three times inflation is very concerning.

Mr. Sampson displayed a graph of the tax on his property over time, since 1998. In 1999 the city tax rate was less than Dakota County. Looking at 2022 it is more than double the County portion. The expenses and budget of the city is growing way beyond that of the County. He did not see a reason for that. In 24 years, he did not believe the services provided have improved significantly, certainly not by the type of figures regarding his property. He said within six years, between 1999 and 2006 Inver Grove's taxes doubled. By projection, it will double again by next year. It has gone up four times. If looking at the County line and School Tax Line, it is all pretty flat. He said the average inflation rate was 2.4%, for Dakota County it was 2.2%, the average in Inver Grove Heights was 6.6%. If the change continues, and it seems to be because the tax year over year for resident is 10% in his case, by 2025 Inver Grove Heights taxes would be $2,661 for his property and in 2030 it would be $3,665. His property is valued at about $411,000. He said he would ask other residents in the city if they could really afford to pay almost 50% more in taxes by 2030 in a climate where most increases and salaries are around the inflation rate. In the last 24 years he said he has not had an increase of 6.6%. Going forward, they need to limit the impact of tax increases to the taxpayer at the city level to the inflation rate. He offered to provide his presentation to the Council if they would like.

Mayor Bartholomew requested Mr. Sampson give the information to the City Clerk so the Council could get it on the record.

Councilmember Piekarski Krech mentioned that she received an email this evening and was unsure the rest of the Council received it. Councilmember Dietrich said she also received the email.

City Clerk Rebecca Kiernan said she did not receive a copy of that email. Councilmember Piekarski Krech replied she would send the City Clerk the email.

Motion by Piekarski Krech, second by Dietrich, to accept the email from a resident into the record.

Ayes: 5
Nays: 0 Motion carried.

Motion by Gliva, second by Murphy, to close the Public Hearing at 6:31PM.

Ayes: 5
Nays: 0 Motion carried.

Mayor Bartholomew said he wanted to speak regarding the increase in taxes. He is very mindful of them, as is the Council. They spend hours looking at them line item by line item, it is not the easiest task, but rewarding to get the opportunity to spend a lot of time with Staff. They explore the efficiencies, what is going on, and what the needs are for good governance. He said they have seen an increase in population, street miles, and a cost to wages and benefits. It all adds up and comes down to taxpayers having to pay for it. He said they want to have the streets plowed in a manner that they are plowed and have Fire and Police protection in the manner they wish. It all costs. He said as members of this community and a taxpayer himself here, he understands and appreciates that. They do spend a lot of time on the budget and look over it very closely.

Mayor Bartholomew said the Council is here to consider three Resolutions:

- Resolution A: The Resolution for the final 2022 Budget.
- Resolution B: Adopting the final city-wide tax levy for year 2021, collectable in 2022.
- Resolution C: Adopting Stormwater and Special Taxing District Tax Levies for the year 2021, collectable in year 2022.

Councilmember Piekarski Krech said the city is increasing substantially again this year. They are also increasing fees they are charging. She thought it would be nice in the future, if they look at where they are spending the money, and as increased fees add to people's burdens, they look at if they take some of that out of the General Fund because it is being funded in other ways, or they could get what she called "money drunk." Where they say they have the money and can increase this or that fee. Adding up everything that residents are paying, it is a substantial amount. She thought the Council needs to put that to the front more than to the back and keep it in consideration for next year's budget; that it is a congregate of things that add up. She said it is nice that Dakota County can pass costs onto other people and then do not increase their budget, sometimes that is not all reality.

Mayor Bartholomew agreed with what Councilmember Piekarski Krech has stated. It is a tough balance; it gets down to difficult situations. Do they decrease Staff, decrease repairs to infrastructure, and

prepare for the next 10 years capital improvement wise. He said Councilmember Piekarski Krechs point was well made. More diligence is required on an ongoing basis.

Motion by Murphy, second by Dietrich, to approve the following three Resolutions:

- **Resolution A: Resolution for the final 2022 Budget.**
- **Resolution B: Adopting the final city-wide tax levy for year 2021, collectable in 2022.**
- **Resolution C: Adopting Stormwater and Special Taxing District Tax Levies for the year 2021, collectable in 2022.**

Resolutions 2021-319, 2021-320, 2021-321

Ayes: 5
Nays: 0 Motion carried.

B. Public Hearing to approve new liquor license for Old World Pizza – JBJ Hospitality LLC, Brianna Felmlee, Operating Manager.

City Clerk Rebecca Kiernan stated this item is for a new Liquor License for Old World Pizza located at 5660 Bishop Avenue. They have a new Operating Manager, Brianna Felmlee. The request is to go back to strong wine and beer instead of doing a full Liquor License. She stated Ms. Felmlee has requested the ownership change. Appropriate fees have been paid, gone through the background check, and all necessary documentations have been submitted. The Police Department has conducted a background investigation and found no basis for denial. Staff recommends approval.

Brianna Felmlee, Operations Manager, Old World Pizza, stated she is very appreciative and understands the recommendation. She said Old World Pizza has been there for 50 years, they want to keep it the same.

Motion by Piekarski Krech, second by Gliva, to close the Public Hearing at 6:39PM.

Ayes: 5
Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Gliva, to approve the new Liquor License for Old World Pizza – JBJ Hospitality LLC, Brianna Felmlee, Operating Manager.

C. Public Hearing to approve new Officer for LOOM Lodge 1088 dba Moose Lodge 1088.

City Clerk Kiernan stated when submitting the Liquor License renewal Staff found there was a new Officer, Larry Raymond Tobias, for the address located at 5927 Concord Boulevard. They are looking to have an additional Officer. The Applicant has paid the appropriate fees set by City Code and provided all of the necessary documentation. The Police Department conducted a background investigation and found no basis for denial. Staff recommends approval of the new Officer, Larry Raymond Tobias, for Moose Lodge 1088.

Mayor Bartholomew opened the Public Hearing.

Motion by Gliva, second by Piekarski Krech, to close the Public Hearing at 6:40PM.

Ayes: 5

Nays: 0 Motion carried.

Motion by Dietrich, second by Murphy, to approve new Officer, Larry Raymond Tobias, for LOOM Lodge 1088 dba Moose Lodge 1088.

Ayes: 5
Nays: 0 Motion carried.

D. Public Hearing to approve new Therapeutic Massage Therapist and Business License for Grateful Massage, Xiumin Zhang, Owner and Therapist.

City Clerk Kiernan stated the request is from Xiumin Zhang, for a Therapeutic Massage Therapist and Business License for Grateful Massage Therapy located at 5751 Blaine Avenue. The Applicant is in attendance and has submitted the background fees, insurance documentation, and information required by City Code. The background investigation revealed no basis for denial. Staff recommends approval of the 2021 Massage Business License and Therapist License for Xiumin Zhang, Grateful Massage Therapy.

Mayor Bartholomew opened the Public Hearing.

A friend of the Applicant came up along with Xiumin Zhang to assist her. She stated that Xiumin Zhang is very happy she has this chance to start her business. Starting a new business during the Covid Pandemic has been difficult, but Ms. Zhang received this opportunity and is asking everyone to give her a chance to start her business and be successful.

Motion by Dietrich, second by Gliva, to close the Public Hearing at 6:43PM.

Ayes: 5
Nays: 0

Motion by Gliva, second by Dietrich, to approve a new Therapeutic Massage Therapist and Business License for Grateful Massage, Xiumin Zhang, Owner and Therapist.

Ayes: 5
Nays: 0 Motion carried.

E. Public Hearing for 2022 renewal of Liquor License – Los Portales.

City Clerk Kiernan stated Los Portales turned in their renewal Application after the deadline, which is why it is on tonight's Agenda. Everything has been taken care of.

She mentioned there were still three establishments that have not completed their Applications which means they will not be able to serve alcohol after January 1st until they have been approved and go through Council.

She stated Staff recommends holding the Public Hearing and approving the Liquor License for Los Portales.

Mayor Bartholomew opened the Public Hearing.

Motion by Gliva, second by Murphy, to close the Public Hearing at 6:45PM.

Ayes: 5
Nays: 0 Motion carried.

Motion by Gliva, second by Dietrich, to approve the 2022 renewal of a Liquor License – Los Portales.

Ayes: 5
Nays: 0 Motion carried.

Mayor Bartholomew requested information on the three that have not yet renewed their Liquor Licenses. He asked if those were aware.

City Clerk Kiernan responded those were two Speedway's and the Pilot Travel Center. She replied they are very aware that the city would be enforcing this.

Mayor Bartholomew wanted to be sure they were aware because the next City Council meeting takes place on January 10, 2022.

6. <u>REGULAR AGENDA</u>:
A. Consider approval of third reading of Ordinance amending City Code Title 3, Chapter 4, Sections 3-4-2 and 3-4-3 and 10-3-8 adjusting development utility connection fees for 2022. Ordinance 1420

Finance Director Hove requested the Council conduct a Third and Final Reading of the Ordinance amending Utility Connection Fees. In October, the First Reading was held, at the time Staff had proposed following a plan of past practice and how the city had previously applied rate increases to connection fees. There were some concerns raised by Councilmembers in terms of continuing this practice as well as some of the other inconsistencies, as they found they were applying higher percent inside the Northwest Area as compared to properties outside of the northwest area. There was concern about that past practice and why they were continuing to recommend that. She said the Finance Director, City Administrator, and the Interim Public Works Director held numerous conversations in terms of what a plan would be moving forward for utility rates, which has already been approved for next year, and also these connection fees. Staff knows a Rate Study is needed, which they are planning for next year, but in the meantime, there is a need to progress and proceed with changes for next year. She said at the November 8th meeting a Public Hearing was held. Staff brought forward three options to consider:

1. Pass the increases as originally proposed to Council in October.
2. Consider consistent increases based on purely the utility type of connection. Not necessarily where the property is located.
    a. Applying consistent percent's regardless of where the property is located.
3. Take Option #2, try to further align some of the fees.

At that November 8th meeting, Council elected to go with Option #2. The attached Ordinance includes a red lined version showing:

- Water connection fee increase of 2%
- Sewer connection fee increase of 5%
- Stormwater connection fee increase of 5%

A copy of the First Reading was sent to the Chamber and posted on social media. The same was done with the revised second version that was brought to Council. There has been no resident feedback. She said these are the connection fees that occur at the time of development. Staff is looking for the Third and Final Reading to consider the increases for next year.

Motion by Dietrich, second by Gliva, to approve the development fees as discussed/as in the Resolution, Third Reading of an Ordinance 1420 amending City Code Title 3, Chapter 4, Sections 3-4-2 and 3-4-3 and 10-3-8 adjusting development utility connection fees for 2022.

Ayes: 5
Nays: 0 Motion carried.

Mayor Bartholomew thanked everyone for their work. They look forward to looking further into this next year.

B. Consider approval of sewer bond refunding and award sale. Resolution 2021-322

Finance Director Hove shared good news for the city with the following preview. She said the city had an opportunity to consider refinancing one of the current Bonds. Bonds become callable at a certain date. There are a series of Bonds that are callable next February. This means they can either prepay them, refinance them, or restructure and refinance them. Given the current interest rate market, they thought it would be very advantageous to refinance. These are also sewer supported Bonds, the connection fees help make those Bond payments. At the November 22nd City Council Meeting, Council authorized Staff to proceed with soliciting bids and putting it out there. She said she has Jason Aarsvold, the Municipal Advisor with Ehlers here this evening to further discuss this item and walk them through what has happened since November 22nd. She mentioned the Council received a sale day report later this afternoon. Mr. Aarsvold would be taking the Council through some of the highlights. The action item tonight would be awarding the sale.

Jason Aarsvold, Ehlers, 3060 Centre Pointe Drive, Roseville, said Financial Director Hove did a nice job of overviewing the purpose of the sale. He said since they were before the City Council with the presale report they have been busy preparing for the competitive sale mentioned. One of the things they had to do in advance of that sale was to have a rating conference with Standard & Poor's which rates the city's Bond issues when they go out to the market and prepare for the sale. The good news is that Standard & Poor actually upgraded the city from AA+ to AAA+, which is the highest rating Standard & Poor assigns. The city has achieved the highest rating they put forward. He said it was good news and a really good reflection on the management of the city, policies put in place, and the way those have been administered. Specific reference was made to long term planning, particularly for Capital needs. They were very impressed with how the city was run from that standpoint and the investments made in infrastructure. He said they pointed out the fact that great strides were made in the growth and market value and in the incomes within the community. Those are the two big metrics that really hold back a community like this from achieving that AAA rating. It is really great news, a reflection of all of the hard work that was discussed tonight.

Mr. Aarsvold wanted to present the city with an actual Upgrade Bond. It is something they put together that says: "This Bond is hereby given to the City of Inver Grove Heights in recognition of Standard & Poor Investor Ratings Services assignment of an AAA long term credit rating and stable outlook to the city's outstanding General Obligation Bonds." "The upgrade from AA+ represents S&P's recognition of the city's very strong financial management, practices very strong financial policies and practices, and

very strong economy." He said that is verbiage used, using the words "very strong" is the most highly thought they put in their report. He said the city should be congratulated on having achieved that. It says a lot of the city in the way it has been operated, and the things being done to date. That reflected itself in the bid results today.

He stated they put this out to market, take bids, and received four bids today. The lowest bidder came in at a rate of 1.27%. It is an extremely low bid. The sale day report the Council received today points out the fact they were estimating about 1.56%. They came in about .3%, better than they had anticipated when before the Council for the presale report. He said part of that is the way the market has moved, but a lot has to do with the fact that the city obtained that AAA rating and was viewed more favorably by the marketplace. The end result of that is better borrowing costs. They stretched the Bonds out an extra five years to lower the annual debt burden and could more closely match the timing of those fees with the payment of the debt. When initially before the Council, they thought that was going to end up costing the city about $25,000 long term and more interest the city would have to pay. With the results received, the total interest the city was going to pay is actually less, $28,000 less than the previous Bond issue, even stretching it out over that longer period of time. He said it was a really good result.

Mayor Bartholomew stated that was very good news. He thanked Mr. Aarsvold and his Firms assistance and help with the Finance Director and Staff. He said the AAA Bond rating was wonderful, it was Mr. Aarsvold's hard work along with Staff's, and the work of the Council that gets them there. He appreciated all of the work Mr. Aarsvold has done and the fact that they are extending the term and still coming in less interest is very desirable. He was very pleased to see the number.

Councilmember Murphy said it was mentioned earlier that one of the things S&P looked at involved the income of the city. He wanted to know what that meant.

Mr. Aarsvold responded Standard & Poor has a set methodology when they approach a rating of a particular city. One of the categories that gets heavy weighting is the economy. It is more heavily weighted than other factors. They look at market values per capita and per capita income. Those two things together give a score. It shows how, within the methodology, the city scores. As per capita incomes and market values per capita start to increase, you start to creep up in their methodology. Where you have gone in their methodology puts the city in that AAA Category. One thing that is looked at and noticed is if they should be in that AAA Category, they want to see you get caught up to peer cities that are assigned that AAA rating and be there for a period of time before they actually assign the rating. One of the things they were going to do was to have a conversation, they go to a committee and have a conversation about what rating they were going to assign to get some feedback from them about what the city could do to achieve that AAA rating. He said they surprised them a little bit by recognizing what the city has already done and assigning the AAA rating.

Finance Director Hove stated the Resolution has been replaced within the Council packets and reflects the most recent low bid. They had to include a Draft Resolution; the current packet version has the final Resolution Staff is requesting the Council to pass. The total principal amount ended up being lower than what was originally proposed.

Mayor Bartholomew said he has the new change form that was given to him by the City Clerk before the Council meeting started. He thanked everyone for their hard work.

Motion by Murphy, second by Gliva, to approve the Sewer Bond refunding and award sale. Resolution 2021-322

Ayes: 5
Nays: 0 Motion carried.

C. Consider approval of Rental Licenses (11).

Community Development Director Heather Rand said the city, through its Ordinances, requires residential properties that owners choose to lease or rent out, must secure through Application, a Rental License. Rental Licenses are good for two years. Currently there are Applications that were reviewed by Staff (Co-Compliance Officer and the Police Department) and were found to be complete. Background investigations were done by the BCA. The Police Department recommends approval. Staff suggests approving Rental Licenses for:

- 4892 Bivens Court
- 6423 Concord Boulevard
- 6415 – 6417 Concord Boulevard
- 7382 Borman Avenue
- 8009 Delano Way
- 2448 – 49th Street East
- 4703 Blaine Avenue
- 4811 Blaine Avenue
- 4843 Bisset Lane
- 4901 Bisset Lane
- 4905 Bisset Lane

Motion by Gliva, second by Dietrich, to approve Rental Licenses (11) as presented.

Ayes: 5
Nays: 0 Motion carried.

D. Highlands at Settlers Ridge (US Home Corporation) Consider the following actions for property located west of Hwy 3 between 72nd Circle and Auburn Lane:

1. An Ordinance rezoning the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development. Ordinance 1421
2. A Resolution relating to a Preliminary Plat and Preliminary PUD consisting of 49 lots and two outlots for the project to be known as Highlands at Settlers Ridge. Resolution 2021-323
3. A Resolution authorizing Fee Acquisition (Condemnation) of PID #20-00700-08- 015 for right of way, drainage, utilities, and stormwater ponding. Resolution 2021-324
4. Authorize private cost participation agreement with Lennar for acquisition within PID # 20-00700-08-015 for installation of public infrastructure.

City Planner Allan Hunting addressed the rezoning, preliminary plat, and preliminary PUD for the project located on the west side of Highway 3, 72nd Court to the north, and Amana Trail to the south. The original request preliminary plat is for a 51-lot subdivision with 50 new buildable lots. Lot 51 would be the existing Jacoby site which still has a house on it. The City Council first discussed this back in September but tabled it until a recommendation from Park and Recreation came through. As the

Council memo states, Park and Recreation looked at this and the approval was to look at a combined land dedication and cash, taking lots 21 and 22 and part of Outlot B to have a small area park about .5 acres in size. It would have access off of Auburn Lane. There would be a trail connection coming off of the south boundary line and the trail extension through Argenta Hills. It would run up through trail and connect up into Peltier Reserve. There would be trail connections and a park area of about ½ acre with the balance in cash contribution. A memo was sent out today that identified the total.

- The net area of the site is about 24.5 acres.
- The property is zoned R-1 Single Family.
- If doing all land dedication, it would require 9%, 2.2 acres.
- If doing all cash contribution, it would be $2,850.
- If subtracting the two lots for park area they would be down to 49 lots, $139,000 as stated proposed would be ½ acre.
- The area and the balance could be $107.5. in cash contributions.

This is what the Park and Recreation recommended. He said the Applicant held an in-person meeting to address the concerns of alleged mailing discrepancies. The meeting was held to answer any questions of the public.

- The density is 2 units per acre, consistent with the Comprehensive Plan and zoning.
- LDR is 1-4 units per acre.
- Meets all required open space requirements.
- Would have a setback similar to Argenta Hills to the south, which has 25-foot front setbacks.
- There would be a 15-foot separation between buildings and 30–35-foot rear yard setbacks.
- Streets would be the extension of Auburn Lane from the south heading up and connecting with 72nd Street.
- The cul de sac will eventually extend to the west at some point when the land in the area develops.
- Allen Way would be the extension to the east side and is approved going through Canvas of Inver Grove.

He discussed Tree Preservation stating the numbers the Applicant provided were short. Through their final PUD they would address the short tree numbers in their plan. Staff recommends approval of the plat, zoning, and PUD. To note with Park Condition #5, they do have some suggested changes that would be addressed as they deal with any park questions that may come up.

Councilmember Murphy asked what was meant by park questions.

City Planner Hunting replied if there was any further discussion on the park as proposed, dedication, issues, or questions on the topic.

Councilmember Murphy said he was concerned about the amount of land being dedicated. If having ½ acre when 2 would be required. He said if looking at our own website there is the potential, in the short term, of some 1,600 families coming in. He wondered where they would go in the northwest area. He understands they want to have a plan; it does not seem to be getting started or moving very quickly. He is concerned there is no place for kids to go and ½ acre does not seem like enough for all of the families that are there. He said there were three developments that went in without any place to go. Some were started with no parkland dedicated at all, those families have no place to go. He said he was thinking of the other two Lennar Developments in close proximity. He said that is a concern and was unsure if there was additional information that may be helpful. He said he was having a tough time with this one.

City Planner Hunting displayed a map and pointed out parks that have been approved and/or proposals.

- Vista Pines Park has about 8 acres and is under construction.
- The approved small pocket park in Peltier Reserve which is about 1.3 acres.
- There are proposals for park area in:
    - The Highlands
    - At Home Apartments, with an approximate 4-acre park.

Through the Interim Park Directors as they have been looking at this, those were areas they looked at to address park needs from developments.

Councilmember Murphy stated when Peltier Reserve was rectified it did not seem big enough either. He referenced #3 and felt they were hearing the land would be very difficult to build a park on, unless that has changed. He said he thought the last Interim Park Director had concerns about building on that, he questioned if he was wrong. He said it has to start somewhere, there are a lot of people, a lot of families, kids, with no place to go. He commented that Vista Pines is great, but not accessible to the neighborhoods he is talking about.

Mayor Bartholomew asked if anyone could comment on parks.

Community Development Director Rand responded she could try to respond to the questions being asked regarding parks. Proposed Park #3 is just over 4 acres, the Riley family land. She said she heard Councilmember Murphy state that location is a challenging site for a park. She said it is true. The site does have challenging topography, but the thought is, and they hope in January when the preliminary plat is brought before the Council, that there would be a good 1/3 of the site with park amenities. Staff would bring that information before the Council. The remainder would be trails. Just like Park #4 Peltier, #5, and #3, the Consultant, HKGi, took a look to see at least at a minimum, what some call pocket parks, having a small pad where playground equipment could be installed. She said the findings were that at all three of those locations something could be installed. Certainly, at location #3, the Riley land, something even more substantial could happen. That is still the intent. The City Council has not yet approved a couple of these, such as the Preliminary PUD for At Home Apartments, or the one under discussion this evening. She said additional Park planning has to occur.

She referenced the map stating Park #2, numbered because there is not a name at this point, is a very proposed park, a lot of acreage, land owned by the Cole Family Trust, they are in discussions with Dakota County. They have land on the Eagan side and within Inver Grove Heights. The land has a lot of wetlands, there would have to be wetlands and conservation buffers. The County has expressed to Staff their intention to run greenway throughout the land if the city is successful and want to move forward with negotiating that acquisition. There is some land, not a large quantity, they feel is flat enough to create whether another pocket park, or in cooperation with Eagan, something more substantial. She said there are more discussions ahead. She felt it was important to have that dialog because there are some critical opportunities. She mentioned a park called Harmon Reserve, located east of the northwest area. It is pretty sizable with privately owned land located around it that Staff is hoping our new Parks and Recreation Director may have interest in having discussions with the Council and the Parks and Recreation Advisory Commission about making some additional acquisitions. She said the northwest area has very challenging geography due to all of the water that has to be properly managed and the topography. They try not to grade everything as incredibly flat and keep trees. It is also a part of a tradeoff. She said they also know that there is a pretty significant expense in maintaining pocket parks versus something more substantial such as a larger sized acquisition that is 4-8 acres. That was why the City Council was very interested in moving forward with acquisition #1, Vista Pines Park.

She said the County is still receptive, on Argenta Trail, to install a sensor crosswalk with a center median which is believed to help with access issues going forward. There would be more discussion once the new Parks and Recreation Director starts on January 3rd. She said that person would be very enthusiastic about hearing the City Council's thoughts and concerns.

Councilmember Murphy thanked the Community Development Director for her response, it makes a lot of sense. He said this topic was a hard one for him, of the 27 parks we have from the website. There are only two that are under 2 acres. They are planning on putting three in the northwest alone and are not even close to 2 acres. He said he was confused why, if pocket parks are expensive, they keep seeing them. He questioned why Parks and Recreation keeps sending them to the Council. He said if they keep on buying land, but yet keep putting off, what would be left, where would they buy, where would they build a park where they can throw a football, play soccer, or frisbee in the northwest quadrant of Inver Grove Heights. He understands it is not Lennar's fault, he felt like they need to start somewhere, and he is just not comfortable with ½ acre.

Councilmember Piekarski Krech understood Councilmember Murphy's frustration. She looks at the topography in this plat, without totally destroying what they are already destroying, and bringing in dirt or leveling, she does not see that there is any place to throw a football. She does not see a place without taking half of it and decimating everything. It can be done, with development they can do whatever they want, but then it changes. She said they already have retaining walls there. There has been a challenge with all of these in finding appropriate space. The parks that are bigger in parts of the city, such as Skyview, it was open fields, it was easy to put a flat park there. There are a couple of areas in the northwest area that are flat, she was thinking the entire parks budget would be spent acquiring that land.

Councilmember Murphy agreed with what Councilmember Piekarski Krech said. He said he was thinking with throwing a football, it was someplace else they may buy. Looking at a site like that has its limitations, and looking at ½ acre, he would like to try to get the kids a little more. He mentioned that he looked at this as, if you can build a house, you can build a park. That was the way he was looking at this particular site.

Councilmember Piekarski Krech replied in this area, she thought there may be a couple of areas they could put one, but there were other things in the way.

Mayor Bartholomew asked if the Applicant was in attendance and could come up and introduce themself and answer any questions.

Melissa Duce, Land Entitlement Manager with U.S. Home Corp., doing business as Lennar, 16305 36th Avenue North, Suite 600, Plymouth. She said as they have been discussing, this has evolved largely around the parks. She said the conversations with adjacent residents at the neighborhood meeting was eye opening. Given the age and stage of the children in the area of Argenta Hills, to the south they are looking for a playground, they just want to be able to walk to a park. They love the idea of the larger parks being a destination, but residents in this area are really looking for the connectivity. When presenting, the proposal from the Parks Consultant showed a 5,000 square foot play structure in the area that Mr. Hunting identified. A diagram was shown of what residents at the neighborhood meeting were able to look at and provide feedback on. She referenced the area that was 5,000 square feet saying it would include structures and playground equipment. Additionally, there is more open space for maybe throwing a football, kicking a ball. The neighbors in the Argenta Hills neighborhood were really receptive to this, as they could take the sidewalks, the kids could ride their bikes there. They

really liked the idea. She said the other thing that was a priority to them was connectivity. Extending the trail connection from Argenta Hills through the southwest corner was a priority. Using the trail to get to future Peltier Reserve and hopefully to Vista Pines was really important. There are trail connections from the Auburn Lane right of way to bring people off of the street to connect over to that trail. She said they look at this as the best of both worlds. Where they are able to create this park and address the needs of this immediate community, their neighborhoods, delivering the city's vision of meeting density in this area, and allowing the northwest area to grow.

Mayor Bartholomew asked Ms. Duce if she wanted to review the layout of all of the lots so everyone knows what they are looking at and can ask questions.

Ms. Duce said when they came before the Council in the fall, they were bringing 50 new homesites to the northwest area. With relocating the park space, that is where Lots 21 and 22 were originally located. They are now bringing 48 new home sites to this location. As it is evolved for road connectivity, they are bringing the north/south connector all the way up to 72nd Court. The challenging topography of the entire site limits and is not feasible to establish a large flat park area. A lot of the homes are somewhat sitting on a ridge as the roads come up. They would be creating retaining walls on the north side of the property because of the grade changes. She said a lot of the homes are similar to what is seen at Settler's Ridge, with the same price point. It is a mix of walkouts and lookouts, some with full basements because of the topography.

Mayor Bartholomew asked if there would be some on grade. Ms. Duce responded yes.

Mayor Bartholomew asked for more information about how many residents were at the meetings, and their concerns about the park and trail as well as layout of the lots. Ms. Duce replied there were likely 15 residents in person at the meeting, emails were also received. Discussion was largely around parks, connectivity, and concerns about construction traffic due to the number of young children in the Argenta Hills neighborhood. They were very concerned about having any construction traffic coming from the south. She said they have spoken with contractors they utilize, there are failsafe's that are put in their Contracts that state where they have to access the site. She referenced a diagram of the location and said there is not an existing plat line, there is a driveway off of Robert Street that will be utilized for construction traffic, bringing any traffic and tree clearing from the north. Once graded, it would come from 72nd Circle. The development and infrastructure connection would all go north to south eliminating any large trucks coming through the very busy neighborhood.

Mayor Bartholomew thanked Ms. Duce for working closely with Staff and Residents.

City Administrator Wilson assured the Council that Staff hears their desire for finding larger more active park space. Every time they speak of a parcel or section of the northwest area, Staff hears her ask if there is anything flat in the area. Staff continues to seek that out, seek out areas they can provide playgrounds that do not require crossing County Roads, as well as opportunities for making crossing a County Road safer through flashing lights. She said she wishes they had more concrete commitments as to where those needs are going to be met. Staff understands Council's desire to see them and is working hard to try to locate those places.

Mayor Bartholomew stated there are four Resolutions in front of the Council for consideration. This is the second time it has been in front of the Council. They have heard from the neighborhood and Park and Recreation. The proposal seems reasonable in his opinion. He liked the idea of the park. He thanked Ms. Duce for showing the schematic and showing the actual play area. He agreed it may not

be long enough to throw a football. He said he believes it is a good park given where the location is, the proximity to the neighborhood, and the connector trail is ideal in his opinion. He said he supports this development and has for some time. He thanked the Applicant for coming back with a bigger park area, a pad, and the cooperation shown. He said it is good for development. He would support it and all four Resolutions. He said he understands the trepidation and concern about Park and Recreation and the necessity for it.

City Clerk Kiernan requested the Council accept the one comment received via email today from Georgia into the record.

Motion by Piekarski Krech, second by Dietrich, to accept the email into the record.

Ayes: 5
Nays: 0 Motion carried.

City Attorney Bridget McCauley Nason noted as the City Planner had mentioned, if the Council is amendable to approving the Resolution related to the preliminary plat, there was some suggested revised language for Condition 5 for Council consideration which adds additional detail to that park and cash dedication requirements. She said if the Council is looking to make a Motion when getting to that item, she could have the City Planner or herself, read the language into the record.

Mayor Bartholomew asked if that condition was to the PUD. City Attorney McCauley Nason responded that was correct, the Resolution approving the Preliminary Plat and PUD.

Councilmember Piekarski Krech asked if it was one issue or if it needed to be separate issues.

Mayor Bartholomew asked if they could be taken all at once or if they should be done separately. City Attorney McCauley Nason replied they could be taken all at once, but because they have the condemnation pieces in there it actually requests for the record that Council takes them one by one.

Mayor Bartholomew clarified the requests:
- Ordinance rezoning request
- Resolution for Preliminary Plat and Preliminary PUD
- Resolution request for authorizing fee acquisition
- Resolution regarding authorization of the Cost Participation Agreement

As requested, these should be taken one at a time.

Motion by Piekarski Krech, second by Dietrich, to approve Highlands at Settlers Ridge (US Home Corporation) for property located west of Hwy 3 between 72nd Circle and Auburn Lane:

1. An Ordinance 1421 rezoning the property from A, Agricultural to R-1C/PUD, Single Family Planned Unit Development.

Ayes: 5
Nays: 0 Motion carried.

Motion by Dietrich, second by Piekarski Krech, to approve Highlands at Settlers Ridge (US Home Corporation) for property located west of Hwy 3 between 72nd Circle and Auburn Lane:

2. A Resolution 2021-323 relating to a Preliminary Plat and Preliminary PUD consisting of 49 lots and two Outlots for the project to be known as Highlands at Settlers Ridge with all 5 conditions and one amended by City Attorney McCauley Nason as follows:
To amend the language with the following language in lieu of what is there for Condition 5. New language should read: "Park Dedication shall include area for parkland as approved by the City Council and shown on the Park Exhibit dated 6/28/2021. Consisting of approximately .5 acres of land comprised of what is currently shown on the Preliminary Plat as Lots 21 and 22, plus a small portion of Outlot B. The final plat shall be revised to combine Lots 21 and 22 and a portion of Outlot B into one platted lot, which lot shall be conveyed to the city as partial satisfaction of the Developers required Park Dedication obligation. Any additional dedication shall be made in the form of a cash contribution. The Developer shall pay the Park Dedication fees at the rates in effect at the time of execution of the required Development Contract for the plat."

City Attorney McCauley Nason stated it adds more depth to the requirement for dedication and payment of those fees.

Mayor Bartholomew asked the Applicant if they were in agreement. Ms. Duce replied yes.

Mayor Bartholomew stated the Applicant is in agreement to the additional Resolution per City Planner Hunting and explained by City Attorney McCauley Nason. The request is to approve the Preliminary Plat and the Preliminary PUD.

Ayes: 5
Nays: 0 Motion carried.

Motion by Gliva, second by Piekarski Krech, to approve Highlands at Settlers Ridge (US Home Corporation) for property located west of Hwy 3 between 72nd Circle and Auburn Lane:

3. A Resolution 2021-324 authorizing Fee Acquisition (Condemnation) of PID #20-00700-08- 015 for right of way, drainage, utilities, and stormwater ponding.

Ayes: 5
Nays: 0 Motion carried.

Motion by Dietrich, second by Gliva, to approve Highlands at Settlers Ridge (US Home Corporation) for property located west of Hwy 3 between 72nd Circle and Auburn Lane:

4. Authorize private cost participation agreement with Lennar for acquisition within PID # 20-00700-08-015 for installation of public infrastructure.

Ayes: 5
Nays: 0 Motion carried.

The City Council took a 10-minute break at 7:40 p.m. City Council returned to the meeting at 7:49 p.m.

E. Consider Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2022-09E – Alison Way Area Rehabilitation. Resolution 2021-325

Civil Engineer Jake Moser gave a presentation on City Project No. 2022-09E, Alison Way Area Street Rehabilitation. The City Council will be asked to receive the Feasibility Report and Schedule a Public Hearing.

Project Background:

- Project is located east of Highway 3, north of Cliff Road.
- Single Family Development.
    - Platted at Southern Lakes
    - Includes 242 single family homes
- The streets make up 4.8 lane miles of urban street with curb.
    - Constructed between 1998-2000, when the subdivision was constructed.
- Past maintenance:
    - Sealcoat in 2014
    - Miscellaneous patching

Project Progress:

- This project was initiated by the City Council through the Pavement Management Initiative.
- Council authorized a Feasibility Report in October 2021.
    - 1st of 8 Feasibility Reports authorized.
    - Once the reports were authorized, Staff prioritized the projects by the most cost effective and least complex projects that benefitted the most properties.
    - Remaining Feasibility Reports are scheduled to be completed in early 2022.
    - Further fiscal and budget review will be necessary for additional projects.
- Staff hosted virtual and in person Open House events to share feasibility findings with residents in early December.

A map was displayed that showed the project streets; the 242 single family properties which were notified and invited to an Open House meeting. There are also two city properties in the project area.

Feasibility Report Recommendation:

- 2" Mill & Overlay
    - Grinding and replacing the upper 2 inches of pavement.
    - Additional 2 inches of corrective milling as needed (Alison Way).
- Spot Curb Replacement
    - On an as needed basis.
    - Focusing on a structurally deficient curb, not addressing aesthetic or minor defects.
- Minor utility maintenance
    - Adjusting manhole lids.
    - Storm drains/catch basin adjustment.

Project Cost/Budget:

- Total Project Costs:
    - Streets: $1,156,000
    - Sanitary Sewer and Watermain: $160,000
    - Storm Sewer: $192,000
    - Total: $1,508,000
- Total Project Funding:
    - Pavement Management Fund: $232,000
    - Water and Sewer Funds: $160,000
    - Stormwater Utility Fund: $38,000
    - Special Assessments: $1,078,000
    - Total: $1,508,000

Special Assessments:

- City Policy for Mill and Overlay projects is to assess 80% of street and storm sewer costs to benefitting properties.
- Single family lots are assessed on a uniform per parcel basis.
    - In a single-family neighborhood of similar properties, all of those homes/property owners would pay the same assessment.
- Per Policy Assessment: $4,207.33 per property
- Special Benefit Analysis was performed by an Independent Appraiser. $9,600.00 Special Benefit Cap per residence was determined.
    - Policy Assessment is not anywhere near the Special Benefit Cap.
    - That cap is the maximum amount that the city could assess.
    - The city will never assess over the Policy amount.
- There are 242 single family lots included n the preliminary roll at the proposed assessment amount of $4,207.33.
- Mill and Overlay projects come with a policy recommendation of a 5-year term on assessment payments.

Tentative Project Schedule:

- Adopt a Resolution receiving the Feasibility Report and scheduling an Improvement Hearing: December 13, 2021.
- Improvement Hearing: January 24, 2022.
- Staff holds an Open House for residents prior to the Improvement Hearing: Early January 2022.
- Final Design and Bidding: Late winter 2022.
- Assessment Hearing: Spring 2022.
- Construction: Tentatively for June 2022.

Staff Recommendations:

- Adopt Resolution
    - Receive Feasibility Report.
    - Schedule Improvement Hearing for January 24, 2022.

Councilmember Murphy asked if there was an Open House already held for Alison Way. Civil Engineer Moser responded yes, there was a virtual Open House (Tuesday evening) and an In-person Open House (Thursday, December 22nd at the VMCC).

Mayor Bartholomew asked about timing of the project and if it was moved within the CIP or if it is still in the same position that it was in the CIP. Civil Engineer Moser responded he did not have that answer at this time, he would have to further review with Staff. Mayor Bartholomew said he could look at the CIP.

Mayor Bartholomew asked if meetings went well with the property owners. Civil Engineer Moser responded he believed so. There was a decent turnout at both events. There were about 14 residents between the two events for a neighborhood with 242 properties. Few were happy about the project, few had concerns with assessments.

Mayor Bartholomew asked if the curb there was insurmountable. Civil Engineer Moser responded yes.

Mayor Bartholomew requested hearing back from the Civil Engineer regarding where it sits in the CIP. Civil Engineer Moser replied as he understands it, it is the same schedule worked out in the fall.

Mayor Bartholomew asked if there was discussion by the Pavement Management Group regarding this project. Councilmember Dietrich responded not for this particular project; it was not singled out.

Motion by Dietrich, second by Gliva, to approve Resolution 2021-325 Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2022-09E – Alison Way Area Rehabilitation for January 24, 2022.

Ayes: 5
Nays: 0 Motion carried.

F. Consider Resolution Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2022-09F – Tyne Lane Area Rehabilitation. Resolution 2021-326

Civil Engineer Moser presented City Project No. 2022-09F, Tyne Lane Area Street Rehabilitation. Action is for the Council to receive the Feasibility Report and Schedule a Public Hearing.
Project Background:

- Tyne Lane area is west of Jefferson Trail and north of Highway 3.
- Single Family Home Development.
    - Coventry Pass
    - 127 single family homes
- 2.8 lane miles of urban street with curb.
    - Streets in the area were constructed between 1997-2001
- Past Maintenance
    - Sealcoat in 2011
    - Miscellaneous patching

Project Progress:

- Second of the eight reports
- Initiated by the City Council through the Pavement Management Initiative

Feasibility Report Recommendation:

- 2" Mill and Overlay
    - Removing and replacing the upper 2 inches of pavement
- Spot Curb Replacement
    - As needed
    - Structural repairs only
    - Leaving hairline cracks and aesthetic issues, those will not be addressed with a rehab project
- Minor Utility Maintenance

Cost/Budget:

- Total Project Cost: Estimated at $725,000
- This includes:
    - Streets: $526,000
    - Sanitary Sewer and Watermain: $80,000
    - Storm Sewer: $119,000
- Total Project Funding:
    - Pavement Management Fund: $105,000
    - Water and Sewer Funds: $80,000
    - Stormwater Utility Fund: $24,000
    - Special Assessments: $516,000
    - Total cost of: $725,000

Special Assessments:

- Mill & Overlay Project

- Per city policy, 80% of street and storm sewer costs are assessed to benefitting property owners
- Per policy assessment for Tyne Lane: $4,060.05
- Special Benefit Cap: $8,800.00. Performed by an Independent Appraiser
- Proposed Assessment would be kept at the per policy amount of: $4,060.05
- Proposed for 127 single family lots included on the preliminary roll
- Recommended 5-year term

Tentative Project Schedule:

- Receive Feasibility Report and call for Improvement Hearing: December 13, 2021
- Schedule the Improvement Hearing, Order Plans and Specifications: January 24, 2022
- Staff would schedule and host an Open House in early January 2022
- Final design and bidding would occur in spring
- Assessment Hearing would occur before construction
- Construction tentatively starting in June 2022

Recommendations:

- Adopt Resolution
- Receive Feasibility Report
- Schedule Improvement Hearing for January 24, 2022

Councilmember Piekarski Krech asked if they coordinate with Eagan on this. Civil Engineer Moser replied Staff has been reaching out and discussing this with Eagan's Engineering Department. There are a couple of Tyne Lane streets that extend into Eagan. He said Eagan was not as concerned about notifying those residents. For example, in the Allison Way area there were a couple of cul-de-sacs. Eagan residents have to access through Inver Grove Heights streets. He said Eagan did a mill and overlay project on streets in Allison Way that are in the Eagan jurisdiction two years ago. He mentioned Staff would have to keep those Eagan residents notified because they would be impacted.

Councilmember Piekarski Krech said she was concerned; they would be doing a street and then they go to Eagan and those streets would be bad again. Civil Engineer Moser responded that is something they see where jurisdictions end.

Motion by Dietrich, second by Gliva, to approve Resolution 2021-326 Receiving Feasibility Report and Scheduling a Public Hearing for City Project No. 2022-09F – Tyne Lane Area Rehabilitation.

Ayes: 5
Nays: 0 Motion carried.

G. Consider approval of Resolution agreeing to opioid settlement. Resolution 2021-327

City Administrator Kris Wilson discussed this Agenda Item because it is a topic that has generated a lot of news coverage in the metro area in recent months. There has been a national Opioid Litigation settlement as a result of several states and cities suing pharmaceutical distributors; one large pharmaceutical manufacturer for irresponsible marketing and sales of Opioid medicines. Minnesota is one of the states that participated in the lawsuit. Now that there is a proposed settlement, every city and County in the State has the opportunity to sign on to that settlement. If choosing to sign on, they are saying that the city will not, in the future, pursue our own lawsuit against these parties related to the manufacture, sale, and distribution of Opioids. The more cities and counties in Minnesota that sign on, the larger the settlement that the State of Minnesota as a whole receives from the agreement. She said

Minnesota the State, and cities and counties have been talking over the last few months and negotiated an agreement that whatever settlement the state does receive, 75% will be distributed directly to counties and cities with populations of 30,.000 or more. The other 25% will stay with the State of Minnesota. The City of Inver Grove Heights would be in line to receive a direct distribution from this settlement. Once knowing the size of the settlement, depending on how many jurisdictions sign on, more information will be received. She said the money will likely trickle in as the settlement is spread out over 18 years. It will not be a large check all at once, but smaller amounts. Staff recommends the City of Inver Grove Heights sign onto this agreement which is also the recommendation of the League of Minnesota Cities for its members.

Councilmember Piekarski Krech said she felt this makes sense. There is no way the city can do that kind of a lawsuit on our own.

Motion by Piekarski Krech, second by Murphy, to approve Resolution 2021-327 agreeing to the opioid settlement.

Ayes: 5
Nays: 0 Motion carried.

7. <u>PUBLIC COMMENT</u>:

William McLean, 7935 Boyd Avenue, said he and his wife have lived on Boyd for 39 years. He referenced 80th Street in front of the high school where power poles are going up for safety lighting in front to of the school. He said he is not against lighting up the area, it is needed, he has been an advocate of this for years to get lighting in front of the school. He said he is not in favor of the way Dakota County Engineering putting up substandard wooden poles and overhead wires connecting each other. He said it was a slap in the face to residents of Inver Grove Heights and the neighborhood that takes good care of their houses. He said he was unsure if the Council was aware of what Dakota County was doing there. He said about 10 years ago they petitioned to get lighting at 80th and Boyd, along with 79th and Boyd, and 79th Court and Boyd. That was approved and their neighborhood is paying for that. They put in nice fiberglass poles and lights. There were two of them installed at 80th and Boyd, one of which was moved and put at the crosswalk. Moving it takes away from lighting crossing Boyd in front of 80th now. He stated he was in front of the Council because there was no public input from Dakota County on doing this project. He said nowhere else in Dakota County would they do a project like this. He said he has done lighting projects for years in the construction business, he is never seen anything like this, it is substandard and there is no accountability to the Engineering Department in Dakota County. He said he got on the phone with Commission Atkins in Dakota County and expressed his concern, Mr. Atkins was cordial, answered questions, and said he would get back to him on this. He said Mr. Atkins said the County Engineer approached City Staff, who reviewed and signed off on it. He said he has a hard time believing that, he did not think City Staff would approve something like that without going before the Council and requesting an upgrade to something more aesthetically looking than what is up and down the corridor. He said he was told that City Staff and Dakota County were supposed to meet on February 7th, and that Mr. Atkins would bring up this topic. He said he felt the Council could stop the project until it takes place and get the right things in there. He did a follow-up call to Inver Grove Inspections today to find out if a Building Permit was pulled for new construction. It is not existing construction; all new items are being put in. He said there was no Permit taken out. He said the review process probably could have caught this type of material they are using. He said he was unsure if they were exempt from Permits and was unsure why they would be. Everybody else has to get a Permit. He said that is check and balance to city Staff as to what gets built in the city. He did not

believe Dakota County should be exempt from the Permit and Inspection process. He wanted to bring this to the Council's attention and suggested the Council take a look at the project. He said the lighting is needed; they could have waited another six months to get the right poles. He said it looks terrible and is a slap to the neighborhood. He said he wanted to see if the Council could even stop the construction. He asked how they could build something if they do not pull a Permit.

Councilmember Piekarski Krech asked if they were building or just poles. Mr. McLean responded it was poles, but still new construction. He said it is like everyone else, he cannot just go and put poles in his yard.

Councilmember Piekarski Krech stated it is Dakota County's Road. She has not been down that way and is not aware of what has gone on. She said she would drive down there after tonight.

Mr. McLean said his neighbors were just as concerned as he is about this. It is a slap in the face with no accountability to the County Engineering Department. He referenced the changed median on 80th Street and said there was no public hearing or public input on that. It is the same situation with this. They could have gone to the neighborhood and asked them what they wanted. He said they set the precedent of setting fiberglass poles in 10 years ago.

Councilmember Piekarski Krech said she assumed it had to do with 80th being reconstructed and they are putting in lighting.

Mayor Bartholomew mentioned he has viewed the area.

Mr. McLean said they call it the Safer School Initiative; it makes the school safe. He said the rapid flashing lights are good, he has been an advocate for that for years.

Mayor Bartholomew spoke to Mr. McLean and said he brought forward several good points. The points are on the record. He said he would request that City Administrator Wilson check in with the County to get the Council on board with the February 7th meeting. He said he believes they should explore what involvement the city can have to improve the aesthetics. He commented the poles are out of place and a composite would like nice. He said he would like to know what the process is for a Permit, if the County needs a Permit, and if something was overlooked at the time. He requested having an answer back to the Council and to Mr. McLean, and follow-up on the February 7th meeting.

Mr. McLean mentioned after the 20-inch snowfall, the Public Works Department deserved a big pat on the back. They did a great job plowing roads and sidewalks. He commended them on a great job.

Councilmember Dietrich asked City Administrator Wilson if the requested information would go out to all Council. City Administrator Wilson responded yes.

Benjamin Stone, 1378 66th Street West, thanked the Council in helping him get clarification on his questions regarding R-3C zoning. For tonight, he requested clarification from the city on what legally allowable percentage of total units can consist of apartment units on a lot zoned R-3B in the northwest area. He said his understanding, according to Table 13J-2 of Inver Grove Heights City Code, is that no more than 50% of the units on a lot zoned R-3B in the northwest area can consist of units within a building having 5 or more units. For example: if a PUD with 165 units has an underlying zoning of R-3B, no more than 82 of those units can be in a 5+ unit structure. He asked if this was the correct interpretation of City Code.

He requested clarification on the allowable size of a multi-unit building on a lot within the northwest area having an underlying zoning of R-3B. It seems clear according to City Code Section 10-13J-2C, 10-13J-5F, and Table 13J-1, all located within Article J titled Northwest Area Overlay District. It states that a lot in the northwest area with an underlying zoning of R-3B can have no more than 7 units per building. He requests the city confirm that this is indeed the correct interpretation of the City Code.

Mayor Bartholomew asked Mr. Stone if he could give those requests/questions to the City Clerk so the Council can make sure to receive them. Mr. Stone replied he could.

Mayor Bartholomew said Mr. Stone would receive an answer as soon as possible. He requested copying all Councilmembers on the response.

8. MAYOR AND COUNCIL COMMENTS:

Mayor Bartholomew stated the snow removal over the weekend was great. It was a difficult snowstorm that came on very quick. He applauds the work of Staff and all of the drivers and the hours they put in. He said he received one email from someone who said their street was not plowed at 10:00. He went out to see and must have just missed the plow. They must have plowed just as the email was sent. He said for a snowfall like that to have just one email, is a very good indication that it was a job well done. The hard hours and work put in is much appreciated.

Councilmember Piekarski Krech thanked those who stayed home so people could go out and get their work done. Sometimes in instances like that they have to have a little bit more patience. She said being related to several snowplow drivers she knows what long hours they were putting in and how tough it is when people are out on the roads while the trucks are trying to plow and sand. If people are in the way and getting stuck, it makes the job harder.

Mayor Bartholomew recommended residents adhere to the parking rules. He said he had received a couple of phone calls from people that there were some snowbirds plugged in on the streets. He said he passed that information on to Staff. The recommendation he received from Staff was if residents see that they should call 911 so it gets reported. He said it seems a little extraordinary, but that is their instructions. If there is a car that is snow plowed in, residents should call 911 so it gets reported and Officers can follow up. He said he believes they do a good job on parking but wanted to reiterate winter parking rules.

Mayor Bartholomew stated this was the last meeting of this year. He wanted to thank everyone, Council, Staff members, all of the employees for a job well done. The year they have had was extraordinary, they had to replace three top department heads, and are in the process of finalizing. He said Interim City Administrator Heather Rand did a wonderful job and kept them all going. They have the best City Administrator in Dakota County right now. He wanted to commend all residents, Staff, and Council for being patient and working together cohesively to get them to this point. He looks for a very good next year. He wished everyone a safe holiday and will be back in January to stay on course.

9. ADJOURN:
Motion by Gliva, second by Piekarski Krech, to adjourn the meeting at 8:25 p.m.

Ayes: 5
Nays: 0 Motion carried.
Minutes prepared by Recording Clerk Sheri Yourczek

CITY OF INVER GROVE HEIGHTS

AGENDA ITEM ____**4B**_____

TITLE: Disbursements

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Consent	Amount included in current budget	**X**
Contact:	Amy Hove	Budget amendment requested	
Prepared by:	Bill Schroepfer	FTE included in current complement	
Reviewed by:	N/A	New FTE requested – N/A	
		Other	

PURPOSE/ACTION REQUESTED:

Approve the attached resolution approving disbursements for the period of January 5, 2022 to January 18, 2022.

SUMMARY:

Shown below is a listing of the disbursements for the various funds for the period ending

January 18, 2022. The detail of these disbursements is attached to this memo.

General & Special Revenue	$280,892.26
Debt Service & Capital Projects	65,996.94
Enterprise & Internal Service	139,741.45
Escrows	204,063.67
Grand Total for All Funds	$690,694.32

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

Attached to this summary for your action is a resolution approving the disbursements for the period January 5, 2022 to January 18, 2022 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-012

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING January 18, 2022

WHEREAS, a list of disbursements for the period ending January 18, 2022 was presented to the City Council for approval.

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

General & Special Revenue	$280,892.26
Debt Service & Capital Projects	65,996.94
Enterprise & Internal Service	139,741.45
Escrows	204,063.67
Grand Total for All Funds	$690,694.32

Adopted by the City Council of Inver Grove Heights this 24th day of January, 2022.

_____
Thomas Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 1/5/2022 - 1/18/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ANCOM TECHNICAL CENTER	104859	01/06/2022	Ancom-	101.42.4000.421.70501	5,859.60
APWA	1/4/2022	01/13/2022	APWA Renewal	101.43.5000.441.50070	1,618.75
C2 LLC	01-06312	01/13/2022	Finance Software	101.47.1400.413.40035	5,820.00
CIVICPLUS	219471	01/06/2022	Web hosting for IGHMN.GOV	101.47.1400.413.40035	3,547.24
COVERTTRACK GROUP INC	27122	01/06/2022	Covert Track	101.42.4000.421.30700	600.00
CULLIGAN	12/31/2021 98459100	12/31/2021	bottled water equipment charge st 1	101.42.4200.423.30700	6.28
CULLIGAN	98459100 10/31/2021B	12/31/2021	Delivery of solar salt for softener	101.42.4200.423.60065	34.43
CULLIGAN	98459100 11/30/2021B	12/31/2021	Bottled water from culligan St 1	101.42.4200.423.60065	7.00
CULLIGAN	98603467 10/31/2021B	12/31/2021	Bottled water delivery	101.42.4200.423.60065	61.82
CULLIGAN	98603467 11/30/2021B	12/31/2021	Bottled water from culligan St 2	101.42.4200.423.60065	53.63
CULLIGAN	98603467 9/30/2021B	12/31/2021	Bottled water equipment service	101.42.4200.423.30700	28.10
DAKOTA COMMUNICATIONS CENTER	IG2022-01	01/13/2022	Dcc- Jan 2022	101.42.4000.421.70502	58,638.60
DAKOTA COMMUNICATIONS CENTER	IG2022-01	01/13/2022	DCC general fund and capital fund fees	101.42.4200.423.70502	6,515.40
DOUGHERTY, MOLENDA, SOLFEST, HILLS & BAU	203598	12/31/2021	Conflict prosecution	101.41.1100.413.30700	435.00
ESRI INC	Q-447659	12/31/2021	ESRI mapping software	101.47.1400.413.40035	38,650.00
FIRST IMPRESSION GROUP, THE	124476-P	01/06/2022	Insights postage Jan 2022 issue	101.41.1300.413.50035	2,929.31
FIRSTSCRIBE	256291	01/13/2022	ROWay Application	101.43.5100.442.40044	250.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	101.42.4200.423.40020	1,931.17
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	101.43.5200.443.40020	164.80
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	101.43.5400.445.40020	1,504.22
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	101.44.6000.451.40020	1,688.27
GRAINGER	9164929730	01/13/2022	shelving cabinets	101.44.6000.451.60040	2,187.62
GRAINGER	9173220287	01/13/2022	2022 light bulbs	101.44.6000.451.60016	116.29
GUARDIAN TRACKING, LLC	SI-001759	01/06/2022	Guardian Tracking - Renewal	101.42.4000.421.70501	2,348.00
IACP	191153	01/06/2022	IACP 2022 Renewal- Daniels	101.42.4000.421.50070	75.00
IACP	204988	01/06/2022	IACP 2022 Renewal- Folmar	101.42.4000.421.50070	190.00
IACP	212301	01/06/2022	IACP 2022 Renewal- Haugland	101.42.4000.421.50070	190.00
IACP	213603	01/06/2022	IACP 2022 Renewal- Chiodo	101.42.4000.421.50070	190.00
IACP	214304	01/06/2022	IACP 2022 Renewal-Otis	101.42.4000.421.50070	190.00
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS,	000134122	01/06/2022	membership dues	101.42.4200.423.50070	240.00
KENISON, TERRI	12/31/2021	12/31/2021	monthly invoice for station cleaning	101.42.4200.423.30700	1,600.00
LEADSONLINE LLC	323458	01/06/2022	Leads Online	101.42.4000.421.30700	3,227.00
LEGAL & LIABILITY RISK MANAGEMENT INSTITUT	220430	12/30/2021	Training Andrew S	101.42.4000.421.50080	150.00
LEXIPOL LLC	INVLEX7674	01/06/2022	Annual procedures manuals & bulletins	101.42.4000.421.50080	15,205.63
MACQUEEN EMERGENCY GROUP	W00403	01/13/2022	repairs for SCBAs	101.42.4200.423.40042	117.63
MADISON NATIONAL LIFE INSURANCE COMPANY	1/1/2022	01/13/2022	January 2022 Premium	101.203.2031700	2,995.92
MCFOA	12/8/2021	01/06/2022	2022 membership dues	101.42.4200.423.50070	100.00
MCKESSON MEDICAL-SURGICAL INC.	18924901	01/13/2022	miscellaneous medical supplies	101.42.4200.423.60065	254.44
MCKESSON MEDICAL-SURGICAL INC.	18925882	01/13/2022	EAD defib pads	101.42.4200.423.60065	238.05
METRO CITIES	935	01/13/2022	Membership dues	101.41.1000.413.50070	10,024.00
METROPOLITAN COUNCIL	1/3/2022 CR	12/31/2021	Other GEN GOV charges	101.41.0000.3414000	(397.60)
MIDWEST WASH SYSTEMS LLC	11586	01/13/2022	fix leaking swivel on hose at St 2	101.42.4200.423.40042	227.40
MN CHIEFS OF POLICE ASSOCIATION	12704	01/13/2022	MN Chief's - Renewal Chiodo	101.42.4000.421.50070	406.00
MN CHIEFS OF POLICE ASSOCIATION	12899	01/13/2022	MN Chief's of Police- Training Winget	101.42.4000.421.50080	700.00
MN CHIEFS OF POLICE ASSOCIATION	12900	01/13/2022	Permit Cards	101.42.4000.421.50030	114.00
MN COUNTY ATTORNEYS ASSOCIATION	200008593	01/06/2022	MN County Attorney's - Daniels	101.42.4000.421.60065	44.00
MN LIFE INSURANCE CO	1/31/2022	01/13/2022	January 2022 Premium	101.203.2030900	4,104.35
MN NCPERS LIFE INSURANCE	542000012022	01/13/2022	January 2022 Premium	101.203.2031600	272.00
MN STATE FIRE CHIEFS ASSOCIATION	3403	01/13/2022	membership dues	101.42.4200.423.50070	400.00
MSFDA	2022	01/06/2022	membership dues	101.42.4200.423.50070	495.00
NEOGOV	INV-24645	01/06/2022	HR Software	101.47.1400.413.40035	8,379.81
NORTHLAND BUSINESS SYSTEMS	IN104204	01/06/2022	Northland- Transcription	101.42.4000.421.30700	253.76
PLUNKETT'S PEST CONTROL	7329413	01/06/2022	yearly fee for pest control St 3	101.42.4200.423.30700	305.87
RENEE DUBS ELLENA	21-5061	01/06/2022	Design and layout - Jan 2022 Insights	101.41.1300.413.30700	2,285.00
RIVER HEIGHTS CHAMBER OF COMMERCE	11136	01/13/2022	River Heights Chamber of Commerce	101.42.4000.421.50070	220.00
SENSIBLE LAND USE COALITION	1203	01/06/2022	sensible land use membership fee	101.45.3000.419.50070	250.00
SKILLSOFT CORPORATION	236870	01/13/2022	Percipio Training	101.47.1400.413.40035	6,849.22
SOUTH METRO SWAT	1/5/2022	01/13/2022	South Metro Swat 22	101.42.4000.421.50070	12,500.00
SOUTH ST PAUL ANIMAL HOSPITAL	12/1/2021	12/31/2021	SSP Animal Hospital	101.42.4000.421.50070	2,110.33
TARGETSOLUTIONS LEARNING	INV38285	01/06/2022	Yrly fee and maintenance fee for Elite/Im	101.42.4200.423.30700	5,852.18
TOTAL CONSTRUCTION & EQUIP.	32165	12/31/2021	Streetlight repair	101.43.5400.445.40042	542.55
TRACKER PRODUCTS LLC	TPINV-003434	01/06/2022	Tracker Products	101.42.4000.421.60065	2,544.00
TYLER TECHNOLOGIES, INC	025-361490	01/06/2022	Support	101.47.1400.413.40035	438.00
TYLER TECHNOLOGIES, INC	025-360671	01/13/2022	Year finance software subscription	101.47.1400.413.40035	40,423.43
UNIFIRST CORPORATION	900670055	01/06/2022	Uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	900670055	01/06/2022	Uniforms	101.44.6000.451.60045	14.24
UNIFIRST CORPORATION	900671402	01/13/2022	uniforms	101.43.5200.443.60045	30.71
UNIFIRST CORPORATION	900671402	01/13/2022	Uniforms	101.44.6000.451.60045	14.24
Fund: 101 - GENERAL FUND					**259,392.40**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MINNESOTA ASSOCIATION OF CONVENTION & V	678	01/06/2022	cvb membership	201.44.1600.465.50070	425.00
RIVER HEIGHTS CHAMBER OF COMMERCE	11072	01/06/2022	cvb service contract	201.44.1600.465.30700	6,568.33
STACY ANN BROOKS	383	01/06/2022	cvb blog posts	201.44.1600.465.50025	215.00
Fund: 201 - C.V.B. FUND					**7,208.33**
2ND WIND EXERCISE, INC.	21-069773	01/13/2022	2022 equip repair	205.44.6200.453.40042	67.50
AEP ONSITE PARTNERS, LLC	419-21347572	12/31/2021	Dec 2021 solar panels	205.44.6200.453.40020	629.02
AEP ONSITE PARTNERS, LLC	419-21347572	12/31/2021	Dec 2021 solar panels	205.44.6200.453.40020	635.94
GARTNER REFRIGERATION & MFG, INC	11445202	01/13/2022	2022 PM contract	205.44.6200.453.40040	2,125.00
GRAINGER	9173220295	01/13/2022	2022 vacuum belts	205.44.6200.453.60016	26.80
HILLYARD INC	604591601	01/13/2022	2022 cleaning supplies	205.44.6200.453.60011	253.92
HILLYARD INC	604591601	01/13/2022	2022 cleaning supplies	205.44.6200.453.60011	253.92
HUEBSCH SERVICES	20122410	12/31/2021	Dec 2021 lobby mats	205.44.6200.453.40040	74.32
HUEBSCH SERVICES	20122410	12/31/2021	Dec 2021 lobby mats	205.44.6200.453.40040	297.26
LVC COMPANIES, INC.	78708	12/31/2021	2021 VMCC annual alarm & sprinkler ins	205.44.6200.453.50055	342.50
LVC COMPANIES, INC.	78708	12/31/2021	2021 VMCC annual alarm & sprinkler ins	205.44.6200.453.50055	342.50
LVC COMPANIES, INC.	79289	12/31/2021	2021 VMCC repairs/maint	205.44.6200.453.40040	1,540.59
LVC COMPANIES, INC.	79289	12/31/2021	2021 VMCC repairs/maint	205.44.6200.453.40040	1,540.60
MEDICINE LAKE TOURS	12/28/2021	01/06/2022	Jan 2022 Old Log Theater	205.44.6200.453.50090	1,245.00
NASSEFF PLUMBING & HEATING, INC.	37480	12/31/2021	daycare heater repair	205.44.6200.453.40040	719.24
NASSEFF PLUMBING & HEATING, INC.	37484	12/31/2021	boiler repair	205.44.6200.453.40040	1,856.71
NASSEFF PLUMBING & HEATING, INC.	37643	12/31/2021	2021 West Rink RTU repair	205.44.6200.453.40040	333.62
PUSH PEDAL PULL	326389	12/31/2021	PM visit Dec 2021	205.44.6200.453.40042	1,049.00
SEABRIGHT-HOFMEISTER, SUZIE	12/31/2021	12/31/2021	2021 mileage reimbursement - Suzie	205.44.6200.453.50065	6.61
TWIN SOURCE SUPPLY	00494988	01/13/2022	2022 cleaning supplies	205.44.6200.453.60011	350.44
TWIN SOURCE SUPPLY	00494988	01/13/2022	2022 cleaning supplies	205.44.6200.453.60011	350.44
TWIN SOURCE SUPPLY	495057	01/13/2022	cleaning supplies for fitness equipment	205.44.6200.453.60011	250.60
Fund: 205 - COMMUNITY CENTER					**14,291.53**
HOISINGTON KOEGLER GROUP INC.	020-057-13	12/31/2021	Vista Pines design/consult	402.44.6000.451.30700	610.00
Fund: 402 - PARK ACQ. & DEV. FUND					**610.00**
METROPOLITAN COUNCIL	1/3/2022	12/31/2021	November 2021 SAC fees	404.217.2170000	41,275.85
Fund: 404 - SEWER CONNECTION FUND					**41,275.85**
DAKOTA CTY SOIL & WATER	12/20/2021	12/31/2021	Return overage for 2013 CAMP Monitorir	433.73.5900.733.30700	3,300.00
Fund: 433 - 2013 IMPROVEMENT FUND					**3,300.00**
SHORT ELLIOTT HENDRICKSON, INC.	418283	12/31/2021	Cheney Trail/Coffman Path Rehabq	440.74.5900.740.30300	4,297.63
SHORT ELLIOTT HENDRICKSON, INC.	418284	12/31/2021	62nd and Bolland Trl Rehab	440.74.5900.740.30300	2,436.10
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**6,733.73**
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	441.74.5900.741.40020	933.62
Fund: 441 - STORM WATER MANAGEMENT					**933.62**
HOISINGTON KOEGLER GROUP INC.	021-002-10	12/31/2021	SV/NV re-do - design/consult	444.44.5900.744.30700	5,276.50
Fund: 444 - PARK CAPITAL REPLACEMENT					**5,276.50**
NEWMARK KNIGHT FRANK VALUATION & ADVISC	315329-001	12/31/2021	Argenta Trail Drainage	448.74.5900.748.30700	500.00
STANTEC CONSULTING SERVICES INC.	1872271	12/31/2021	NWA Emergency Pumping Systems	448.74.5900.748.30300	61.50
Fund: 448 - NWA - STORM WATER					**561.50**
CITYGATE ASSOCIATES, LLC	30755	12/31/2021	FD evaluation	451.75.5900.751.30700	3,672.38
WEST ST. PAUL, CITY OF	2021-00000217	12/31/2021	4th QTR volunteer costs	451.75.5900.751.10100	3,633.36
Fund: 451 - HOST COMMUNITY FUND					**7,305.74**
ASSURE CO RISK MANAGEMENT & REGULATOR	11323	01/13/2022	Annual compliance fee	501.50.7100.512.30700	4,200.00
AUTOMATIC SYSTEMS CO.	36470S	12/31/2021	SCADA upgrades	501.50.7100.512.40042	38,837.00
CITY OF BLOOMINGTON	20239	12/31/2021	Water Samples	501.50.7100.512.30700	441.00
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	501.50.7100.512.40020	24,317.30
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-22111	12/31/2021	Sept 2021 solar gardens	501.50.7100.512.40020	8,411.82
GOPHER STATE ONE-CALL	1120483	12/31/2021	Locate tickets	501.50.7100.512.30700	276.75
JR'S RECYCLING	1/5/2022 CR	01/13/2022	Less: hydrant usage permit #2103	501.110.1150101	(576.00)
JR'S RECYCLING	1/5/2022 CR	01/13/2022	Less: hydrant sales tax permit #2103	501.207.2070300	(41.04)
MID CITY SERVICES, INC.	171185	12/31/2021	Rugs for treatment plant	501.50.7100.512.40040	55.95
MN DEPT OF HEALTH	12/20/2021 Jacobsen	01/06/2022	Water license - Luke	501.50.7100.512.50070	32.00
MN DEPT OF HEALTH	12/20/2021 Olson	01/06/2022	Water license - Dave	501.50.7100.512.50070	32.00
MN DEPT OF HEALTH	4/7/2022 Christopher	01/13/2022	Water exam	501.50.7100.512.50070	32.00
MN DEPT OF LABOR & INDUSTRY	ALR0129425X	12/31/2021	Elevator operations annual fee	501.50.7100.512.30700	100.00
MN DEPT OF NATURAL RESOURCES	1/11/2022	01/13/2022	Water pumping permit	501.50.7100.512.30700	17,788.90
MN GLOVE & SAFETY, INC.	333865	01/13/2022	Uniforms- chris	501.50.7100.512.60045	199.99
RJ RYAN CONSTRUCTION	44564 CR	01/06/2022	Less: hydrant sales tax permit #2110	501.207.2070300	(23.80)
RJ RYAN CONSTRUCTION	44564 CR	01/06/2022	Less: hydrant usage permit #2110	501.50.0000.3813000	(334.00)
SHERWIN-WILLIAMS CO.	4569-7	01/13/2022	Paint supplies	501.50.7100.512.60016	14.27
SUSA	1/5/2022 Eric	01/13/2022	SUSA membership	501.50.7100.512.50070	125.00
SUSA	1/5/2022 Matt	01/13/2022	SUSA membership	501.50.7100.512.50070	125.00
TODD DOUGLAS EDINGER - RMR SERVICES LLC	2021391	12/31/2021	Meter reading services	501.50.7100.512.30700	1,530.68
TODD DOUGLAS EDINGER - RMR SERVICES LLC	2021392	12/31/2021	Meter reading services	501.50.7100.512.30700	1,580.32
WATER CONSERVATION SERVICES INC	11904	12/31/2021	Leak detection	501.50.7100.512.40046	351.45
Fund: 501 - WATER UTILITY FUND					**97,476.59**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	502.51.7200.514.40020	603.58
Fund: 502 - SEWER UTILITY FUND					**603.58**
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	503.52.8600.527.40020	104.90
PINKY'S SEWER SERVICE INC	43829	12/31/2021	septic system pump/backflush	503.52.8500.526.40040	1,600.00
SECURITAS ELECTRONIC SECURITY, INC.	7000872752	01/13/2022	2022 alarm monitoring	503.52.8500.526.50055	236.29
TDS MEDIA DIRECT, INC.	89114	12/31/2021	Americinn hotel directories	503.52.8500.526.50025	208.00
Fund: 503 - INVER WOOD GOLF COURSE					**2,149.19**
GIP III ZEPHYR ACQUISITION PARTNERS, L.P.	INVRGRV-12111	12/31/2021	Sep 2021 solar gardens	603.00.5300.444.40020	2,458.04
INSPEC INC	214892-15	12/31/2021	Cold storage building work	603.00.5300.444.40040	2,000.00
INSPEC INC	214893-13	12/31/2021	Building repair	603.00.5300.444.40040	2,000.00
METRO JANITORIAL SUPPLY INC	11015698	01/13/2022	Supplies	603.00.5300.444.60011	74.75
RESTORATION & CONSTRUCTION SERVICES, LL	11/12/2021B	12/31/2021	Pay Voucher 2 Project 2019-17 - short p	603.00.5300.444.40040	9,169.73
RESTORATION & CONSTRUCTION SERVICES, LL	11/29/2021B	12/31/2021	Pay Voucher 3 Project 1917 - Short pd	603.00.5300.444.40040	2,789.61
TOTAL CONSTRUCTION & EQUIP.	32160	12/31/2021	womens bathroom lighting	603.00.5300.444.40040	2,808.70
UNIFIRST CORPORATION	900670055	01/06/2022	Uniforms	603.00.5300.444.40065	130.91
UNIFIRST CORPORATION	900670055	01/06/2022	Uniforms	603.00.5300.444.60045	21.14
UNIFIRST CORPORATION	900671402	01/13/2022	Uniforms other	603.00.5300.444.40065	105.75
UNIFIRST CORPORATION	900671402	01/13/2022	Uniforms	603.00.5300.444.60045	21.14
Fund: 603 - CENTRAL EQUIPMENT					**21,579.77**
MARCO TECHNOLOGIES, LLC	30828249	01/13/2022	Printer Contract	604.00.2200.416.40050	1,883.53
QUADIENT LEASING USA, INC.	N9194085	12/31/2021	Postage Machine Lease 10/26/21 - 01/25	604.00.2200.416.40050	825.00
Fund: 604 - CENTRAL STORES					**2,708.53**
AEP ONSITE PARTNERS, LLC	419-21347572	12/31/2021	Dec 2021 solar panels	605.00.7500.460.40020	363.15
HUEBSCH SERVICES	20122409	12/31/2021	lobby mats	605.00.7500.460.40065	157.97
LVC COMPANIES, INC.	78622	12/31/2021	2021 PD/CH annual alarm & sprinkler ins	605.00.7500.460.50055	590.00
LVC COMPANIES, INC.	78629	12/31/2021	2021 FS #3 annual alarm inspection	605.00.7500.460.50055	265.00
LVC COMPANIES, INC.	78634	12/31/2021	2021 FS #1 annual alarm and sprinkler in	605.00.7500.460.50055	590.00
LVC COMPANIES, INC.	78704	12/31/2021	2021 PW annual alarm & sprinkler inspec	605.00.7500.460.50055	590.00
LVC COMPANIES, INC.	78706	12/31/2021	2021 FS#2 annual alarm & sprinkler insp	605.00.7500.460.50055	590.00
LVC COMPANIES, INC.	78710	12/31/2021	2021 RV maint bldg alarm & sprinkler ins	605.00.7500.460.50055	825.00
LVC COMPANIES, INC.	78888	12/31/2021	2021 water plant alarm & sprinkler inspec	605.00.7500.460.50055	635.00
LVC COMPANIES, INC.	78935	12/31/2021	2021 GC alarm & sprinkler inspections	605.00.7500.460.50055	685.00
LVC COMPANIES, INC.	79281	12/31/2021	2021 WTP repairs	605.00.7500.460.40040	707.98
LVC COMPANIES, INC.	79285	12/31/2021	2021 PW repairs	605.00.7500.460.40040	940.75
LVC COMPANIES, INC.	79286	12/31/2021	2021 PW-Cold storage repairs	605.00.7500.460.40040	371.98
LVC COMPANIES, INC.	79287	12/31/2021	2021 FS#2 repairs/maint	605.00.7500.460.40040	249.25
LVC COMPANIES, INC.	79288	12/31/2021	2021 Golf Course repairs/maint	605.00.7500.460.40040	135.55
LVC COMPANIES, INC.	79290	12/31/2021	2021 RV Maint Bldg repairs/maint	605.00.7500.460.40040	202.00
LVC COMPANIES, INC.	79374	12/31/2021	2021 FS#2 repairs to doors/card readers	605.00.7500.460.40040	773.75
LVC COMPANIES, INC.	79398	12/31/2021	2021 FS#2 repair/maint	605.00.7500.460.40040	180.15
LVC COMPANIES, INC.	79399	12/31/2021	2021 PD repair/maint	605.00.7500.460.40040	153.50
LVC COMPANIES, INC.	79400	12/31/2021	2021 FS#1 repair/maint	605.00.7500.460.40040	145.80
LVC COMPANIES, INC.	77866	01/06/2022	2022 PW Fire Alarm monitoring	605.00.7500.460.50055	640.00
LVC COMPANIES, INC.	77893	01/06/2022	2022 FS #1 fire alarm monitoring	605.00.7500.460.50055	380.00
LVC COMPANIES, INC.	77894	01/06/2022	2022 FS#3 fire alarm monitoring	605.00.7500.460.50055	380.00
LVC COMPANIES, INC.	77895	01/06/2022	2022 PW fire alarm monitoring - non cell	605.00.7500.460.50055	380.00
LVC COMPANIES, INC.	77896	01/06/2022	2022 WTP fire alarm monitoring	605.00.7500.460.50055	380.00
LVC COMPANIES, INC.	77897	01/06/2022	2022 RV Maint fire alarm monitoring	605.00.7500.460.40040	380.00
MAS COMMUNICATIONS	211200050101	01/06/2022	1st qtr elevator monitoring	605.00.7500.460.40040	50.61
NASSEFF PLUMBING & HEATING, INC.	37639	12/31/2021	2021 PD repair	605.00.7500.460.40040	1,100.00
NASSEFF PLUMBING & HEATING, INC.	37650	12/31/2021	2021 PW garage gas line repair	605.00.7500.460.40040	481.15
OTIS ELEVATOR COMPANY	100400605080	01/06/2022	2022 PM for WTP elevator	605.00.7500.460.40040	1,381.68
TWIN SOURCE SUPPLY	00493459	12/31/2021	2021 wipes & dispensers	605.00.7500.460.60011	518.52
Fund: 605 - CITY FACILITIES					**15,223.79**
BOLTON & MENK, INC.	281670	12/31/2021	The Crossings	702.229.2301703	2,941.00
BOLTON & MENK, INC.	281844	12/31/2021	Settlers Ridge Lift Station	702.229.2284803	1,890.00
CROSSINGS IGH LLC	12/23/2021	12/31/2021	Escrow Reduction	702.229.2301703	189,765.00
DAKOTA CTY COMM DEV AGENCY	44564	01/06/2022	Escrow Release	702.229.2300303	1,117.67
EXCAVATION PROS	44564	01/06/2022	Escrow Release	702.229.2303303	5,000.00
JR'S RECYCLING	1/5/2022	01/13/2022	Refund hydrant permit #2103	702.229.2294300	1,500.00
NEWMARK KNIGHT FRANK VALUATION & ADVIS	315348-001	01/13/2022	Highlands	702.229.2301503	300.00
RJ RYAN CONSTRUCTION	44564	01/06/2022	Refund hydrant permit deposit #2110	702.229.2294300	1,500.00
WASHINGTON COUNTY COURT ADMIN	W585400972	01/13/2022	Bail Money- 22.000088	702.229.2291000	50.00
Fund: 702 - ESCROW FUND					**204,063.67**
Grand Total					**690,694.32**

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS

Request for Council Action

Personnel Actions

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	**X**
Item Type:	Consent Agenda	Amount included in current budget	
Contact:		Budget amendment requested	
Prepared by:	Cora Bauer, HR Coord.	FTE included in current complement	
Reviewed by:	Janet Shefchik, HR Manager	New FTE requested – N/A	
		Other	

PURPOSE/ACTION REQUESTED:

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

Full-time Employment:

Seasonal/Temporary Employment:
Cora Gertjejanssen, Skate Instructor
Fehintola Olumide, Fitness Instructor
Mollie Schellinger, Fitness Instructor
Nelson Gradon, Fire Academy Instructor

Voluntary Resignations, Retirements and/or Terminations:
Deb Trenszeluk, Fitness Instructor
Gabriel Kinney, Fire Academy Instructor
James Hovey, Paid On-Call Firefighter
Laura Wertish, Paid On-Call Firefighter

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS

Request for Council Action

Resolution Approving Submission of the City's Minnesota Pay Equity Implementation Report for the Year Ending 12/31/2021

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	01/24/22	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	Janet Shefchik	Budget amendment requested	
Prepared by:	Janet Shefchik	FTE included in current complement	
Reviewed by:	Kris Wilson	New FTE requested – N/A	
		Other	

ACTION REQUESTED

The Council is asked to adopt the attached Resolution approving submission of the City's Minnesota Pay Equity Implementation Report for the year ending December 31, 2021.

SUMMARY

In 1984, the Minnesota Legislature passed the "Local Government Pay Equity Act" that requires local governments to examine their pay practices to ensure fair pay for positions held by females as compared to those held by males. In essence, it requires local governments to have an approved and consistent method to evaluate and pay positions based on relevant job factors, irrespective of employee gender. As a local government employer, the City of Inver Grove Heights must comply with the act.

Positions that are inherently similar are grouped together into classifications. For positions where only one employee performs the work, the position and classification titles are usually the same. For others such as Office Support, where multiple incumbents do fundamentally similar work, employees are counted as falling within the same classification. For example, while an employee might have the position title of Office Support – Police Department, they would be in the same overall job classification of Office Support, as an employee in Building Inspections that does similar work for their respective unit.

According to the Act, every 3 years local governments must report how many male, female, and non-binary employees that met the minimum work-hours threshold, were in each classification during the prior year. This information is entered into the State's system along with the classification's job points and minimum and maximum pay for the corresponding salary range. The system then uses this information to predict where the pay should fall relative to a classification's job points and calculates whether there is an acceptable range of variation between the actual pay data entered, and the system's predicted pay. If a pattern of underpayment is detected for classifications occupied by mostly females, a city may be determined to be out of compliance.

Entities who are found out of compliance are subject to a five percent reduction in the aid that would otherwise be payable to that entity, or to a fine of $100 per day, whichever is greatest. Fortunately, entities can appeal and/or work with the state to make timely pay adjustments, in order to bring them into compliance prior to the assessment of any penalties.

In 2017, the City of Inver Grove Heights adopted the Classification Matrix System (CMS) developed by Bjorklund Consulting, LLC, after which the City underwent a comprehensive job evaluation study. Each job classification was evaluated and rated using this methodology, and corresponding pay scales were developed and approved by Council. The CMS methodology has been in place and maintained by the City since its original adoption, and is used to ensure ongoing Pay Equity compliance.

The City's triennial Pay Equity Implementation Report for the calendar year ending December 31, 2021, is due to the state by January 31, 2022. The required information has been entered into the State's system by Human Resources staff. Upon approval by the City Council and signature of the mayor, staff will release the data to the State for submission as the City's official Pay Equity Implementation Report. Although the draft attached to this agenda item shows a submission date of 1/19/2022, it will automatically update when the final submission is released to the State, which is anticipated to occur on 1/25/2022.

Although the results will not be confirmed for several months, an analysis of the initial reports indicate that the City's Pay Equity practices are in compliance. For example, where an Underpayment Ratio score above 80 is required for compliance, the City's score is estimated to exceed 136.

As the State requires the signature of the chief elected official and approval of the report by the City's governing body, staff asserts that the information entered into the system is and will be accurate at the time of submission, and therefore seeks Council approval for submission prior to the January 31, 2022, deadline.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-013

RESOLUTION APPROVING THE SUBMISSION OF THE CITY'S MINNESOTA PAY EQUITY IMPLEMENTATION REPORT FOR THE YEAR ENDING 12/31/2021

WHEREAS, the City of Inver Grove Heights desires to pay its employees fairly, without gender bias; and

WHEREAS, the City of Inver Grove Heights is subject to the Minnesota Local Government Pay Equity Act; and

WHEREAS, the City of Inver Grove Heights is required by the State to have an approved method for classifying its positions; and

WHEREAS, the City of Inver Grove Heights utilizes the CMS system to ensure on-going consistency in determining job worth; and

WHEREAS, the City of Inver Grove Heights is required to submit its triennial Pay Equity Implementation Report for the year ending 12/31/2021 on or before January 31, 2022; and

WHEREAS, staff believes the preliminary report is accurate and compliant, and therefore seeks Council approval for submission to the State.

NOW THEREFORE BE IT FURTHER RESOLVED that the City of Inver Grove Heights hereby approves the submission of the City's Minnesota Pay Equity Implementation Report for the Year ending 12/31/2021 as detailed in the attached.

Passed by the City Council of Inver Grove Heights this 24th day of January 2022.

Ayes:
Nays:

_____
Thomas Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

MANAGEMENT AND BUDGET

Job Class Data Entry Verification List

Case: 2021 DATA | Inver Grove Heights | LGID: 508

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
90	Police Laborer	1	0	0	M	200	2402.00	3066.00	8.00	0.00	
91	Park Maintenance Helper	1	0	0	M	200	1976.00	3066.00	8.00	0.00	
92	Guest Services Worker	0	1	0	F	200	1976.00	3066.00	8.00	0.00	
101	Concessionaire	0	2	0	F	200	1976.00	3066.00	0.00	0.00	
102	Paid On-Call Firefighter/Duty	8	4	0	B	200	1993.00	2340.00	0.00	0.00	
110	Recording Secretary	0	1	0	F	200	1976.00	3066.00	0.00	0.00	
113	Street Helper	1	0	0	M	200	1975.00	3066.00	0.00	0.00	
68	Golf Shop Cashier	2	0	0	M	220	3400.00	4300.00	8.00	0.00	
109	Police Cadet	2	1	0	B	240	3500.00	4400.00	8.00	0.00	
81	Golf Course Technician	1	0	0	M	260	3600.00	4600.00	8.00	0.00	
4	Customer Service Specialist	0	3	0	F	370	4200.00	5300.00	8.00	0.00	
5	Office Support	0	7	0	F	370	4400.00	5500.00	8.00	0.00	
105	Lead Customer Service Speciali	0	2	0	F	390	4400.00	5500.00	8.00	0.00	
2	Custodian II	1	0	0	M	410	4400.00	5500.00	8.00	0.00	
67	Lead Operations Worker (VMCC)	1	0	0	M	410	4400.00	5500.00	8.00	0.00	
88	Senior Office Support	0	3	0	F	420	4700.00	6000.00	8.00	0.00	
108	Parks/Streets Maintenance Work	1	0	0	M	430	4600.00	5700.00	8.00	0.00	
82	VMCC Operations Worker	3	0	0	M	430	4600.00	5700.00	8.00	0.00	
21	Utility Maintenance Worker	7	1	0	M	430	4600.00	5700.00	8.00	0.00	
8	VMCC Maintenance Worker	2	0	0	M	430	4600.00	5700.00	8.00	0.00	
13	Street Maintenance Worker	6	0	0	M	430	4600.00	5700.00	8.00	0.00	
14	Park Maintenance Worker	6	0	0	M	430	4600.00	5700.00	8.00	0.00	
9	Records Specialist	0	1	0	F	460	5000.00	6300.00	8.00	0.00	
12	Public Works Support Specialis	0	2	0	F	460	5000.00	6300.00	8.00	0.00	
83	Community Development Support	0	1	0	F	460	5000.00	6300.00	8.00	0.00	
111	Recreation Specialist	0	1	0	F	460	5000.00	6300.00	0.00	0.00	
100	Administrative Specialist	0	1	0	F	460	5000.00	6300.00	8.00	0.00	
11	Assistant to the Chief Buildin	0	2	0	F	480	4700.00	6000.00	8.00	0.00	
16	Accounting Technician	1	1	0	B	495	5000.00	6300.00	8.00	0.00	
85	Sign Worker - Street Maintenan	1	0	0	M	520	5000.00	6300.00	8.00	0.00	
94	Communications Specialist	0	2	0	F	535	5200.00	6600.00	8.00	0.00	
20	Street Maintenance Lead Worker	1	0	0	M	560	5200.00	6600.00	8.00	0.00	

MANAGEMENT AND BUDGET

Job Class Data Entry Verification List

Case: 2021 DATA | Inver Grove Heights | LGID: 508

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
31	Utilities Lead Worker	1	0	0	M	560	5200.00	6600.00	8.00	0.00	
25	Assistant Golf Course Superint	1	0	0	M	595	5400.00	6900.00	8.00	0.00	
17	Golf Course Mechanic	1	0	0	M	595	5400.00	6900.00	8.00	0.00	
18	Mechanic	2	0	0	M	595	5400.00	6900.00	8.00	0.00	
69	Rental & Code Compliance Coord	0	1	0	F	595	5700.00	7200.00	8.00	0.00	
66	IT Specialist/MIS Technician	2	0	0	M	610	5400.00	6900.00	8.00	0.00	
95	GIS Technician II	1	1	0	B	610	5400.00	6900.00	8.00	0.00	
86	Accounting Technician, Sr.	0	1	0	F	610	5400.00	6900.00	8.00	0.00	
87	Water Plant Operator	1	0	0	M	615	5700.00	7200.00	8.00	0.00	
115	Wage & Benefit Coordinator	0	1	0	F	615	5700.00	7200.00	8.00	0.00	
79	Engineering Technician	0	2	0	F	635	5700.00	7200.00	8.00	0.00	
104	Human Resources Coordinator	0	1	0	F	650	5700.00	7200.00	8.00	0.00	
24	GIS Specialist	1	0	0	M	660	5700.00	7200.00	8.00	0.00	
33	Combination Inspector	4	0	0	M	670	6000.00	7600.00	8.00	0.00	
96	Golf Operations Coordinator	1	0	0	M	670	6000.00	7600.00	8.00	0.00	
40	Recreation Coordinator	1	1	0	B	680	6000.00	7600.00	8.00	0.00	
35	Park Maintenance Coordinator	1	0	0	M	690	6000.00	7600.00	8.00	0.00	
30	Mechanic Lead Worker	1	0	0	M	690	6000.00	7600.00	8.00	0.00	
32	Accountant	1	0	0	M	700	6000.00	7600.00	8.00	0.00	
97	Environmental Specialist	0	1	0	F	700	6000.00	7600.00	8.00	0.00	
103	Fire Inspector	1	0	0	M	710	6000.00	7600.00	8.00	0.00	
41	Senior Engineering Technician	2	0	0	M	730	6300.00	8000.00	8.00	0.00	
34	Fitness Coordinator	0	1	0	F	740	6300.00	8000.00	8.00	0.00	
27	Aquatics Coordinator	0	1	0	F	740	6300.00	8000.00	8.00	0.00	
36	Police Officer	24	3	0	M	750	6300.00	8000.00	8.00	0.00	Longevity
72	School Resource Officer	1	0	0	M	750	6300.00	8000.00	8.00	0.00	
74	Senior Accountant	0	1	0	F	775	6700.00	8400.00	8.00	0.00	
44	Associate Planner	0	1	0	F	775	6700.00	8400.00	8.00	0.00	
114	Systems Administrator	1	0	0	M	775	6700.00	8400.00	8.00	0.00	
39	Fire Marshal	1	0	0	M	780	6700.00	8400.00	8.00	0.00	
70	Fire Operations Supervisor	1	0	0	M	780	6700.00	8400.00	8.00	0.00	
38	Guest Services Supervisor	0	1	0	F	790	6700.00	8400.00	8.00	0.00	

MANAGEMENT AND BUDGET

Job Class Data Entry Verification List

Case: 2021 DATA | Inver Grove Heights | LGID: 508

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
107	Operations & Maintenance Super	1	0	0	M	810	6700.00	8400.00	8.00	0.00	
73	Investigator	4	0	0	M	825	6700.00	8400.00	8.00	0.00	
43	Golf Course Superintendent	1	0	0	M	850	7100.00	9000.00	8.00	0.00	
76	City Clerk	0	1	0	F	900	7100.00	9000.00	8.00	0.00	
98	Civil Engineer	1	0	0	M	930	7400.00	9400.00	8.00	0.00	
99	Communications Manager	0	1	0	F	935	7400.00	9400.00	8.00	0.00	
75	Golf Course Clubhouse Superint	1	0	0	M	935	7400.00	9400.00	8.00	0.00	
46	Sergeant	6	0	0	M	940	7400.00	9400.00	8.00	0.00	
51	Recreation Superintendent	0	1	0	F	975	7400.00	9400.00	8.00	0.00	
48	Streets Mtce Superintendent	1	0	0	M	985	7700.00	9800.00	8.00	0.00	
53	Chief Building Official	1	0	0	M	995	7700.00	9800.00	8.00	0.00	
49	Utilities Superintendent	2	0	0	M	1015	7700.00	9800.00	8.00	0.00	
47	Parks Mtce Superintendent	1	0	0	M	1015	7700.00	9800.00	8.00	0.00	
112	Shift Captain (F.D.)	3	0	0	M	1035	7700.00	9800.00	8.00	0.00	
50	Assistant City Engineer	1	0	0	M	1045	7700.00	9800.00	8.00	0.00	
56	City Planner	1	0	0	M	1050	7700.00	9800.00	8.00	0.00	
106	Lieutenant (P.D.)	1	0	0	M	1125	8000.00	10200.00	8.00	0.00	
57	City Engineer	1	0	0	M	1145	8400.00	10700.00	8.00	0.00	
45	Technology Manager	1	0	0	M	1160	8400.00	10700.00	8.00	0.00	
55	Division Commander	2	0	0	M	1245	8800.00	11200.00	8.00	0.00	
78	Assistant Fire Chief	1	0	0	M	1250	8800.00	11200.00	8.00	0.00	
77	Human Resource Manager	0	1	0	F	1315	8800.00	11200.00	8.00	0.00	
89	Deputy Chief	1	0	0	M	1435	9200.00	11700.00	8.00	0.00	
61	Finance Director	0	1	0	F	1540	9700.00	12300.00	8.00	0.00	
62	Community Development Director	0	1	0	F	1550	9700.00	12300.00	8.00	0.00	
58	Fire Chief	0	1	0	F	1590	10200.00	13000.00	8.00	0.00	
60	Parks & Recreation Director	1	0	0	M	1620	10200.00	13000.00	8.00	0.00	
64	Public Works Director	1	0	0	M	1670	10200.00	13000.00	8.00	0.00	
63	Chief of Police	0	1	0	F	1680	10200.00	13000.00	8.00	0.00	

Job Class Data Entry Verification List

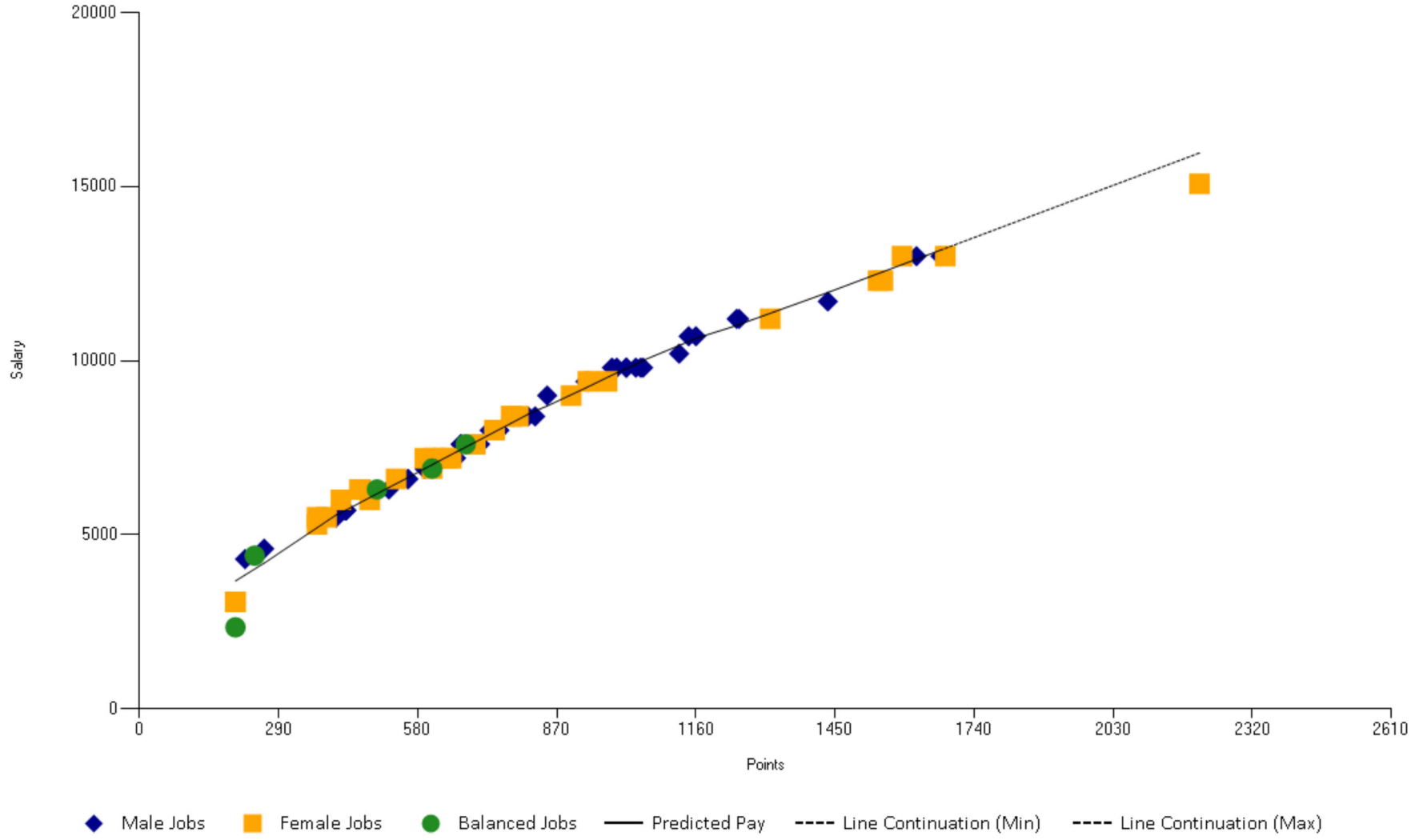
Case: 2021 DATA | Inver Grove Heights | LGID: 508

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
65	City Administrator	0	1	0	F	2210	12700.00	15077.00	0.00	0.00	

Job Number Count: 94

Predicted Pay Report for: Inver Grove Heights

Case: 2021 DATA



Posting date: 01/25/2022

Jurisdiction Name: CITY OF INVER GROVE HEIGHTS

NOTICE

2022 Pay Equity Report

This jurisdiction is submitting a pay equity implementation report to Minnesota Management & Budget as required by the Local Government Pay Equity Act, Minnesota Statutes 471.991 to 471.999. The report must be submitted to the department by January 31, 2022.

The report is public data under the Minnesota Government Data Practices Act, Minnesota Statutes, and Chapter 13. That means that the report is available to anyone requesting this information.

This notice is being sent to all union representatives (if any) in this jurisdiction. In addition, this notice must remain posted in a prominent location for at least 90 days from the date the report was submitted.

For more information about this jurisdiction's pay equity program, or to request a copy of the implementation report, please contact:

Janet Shefchik, Human Resources Mgr., (651) 450-2512

City of Inver Grove Heights

8150 Barbara Avenue., I.G.H., MN 55077

(local contact person's name, address, telephone)

For more information about the state pay equity law, you may contact the Pay Equity Office at:

pay.equity@state.mn.us

Pay Equity Office
Minnesota Management & Budget
400 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Compliance Report

Jurisdiction: Inver Grove Heights
8150 Barbara Avenue

Inver Grove Heights, MN 55077

Report Year: 2022
Case: 1 - 2021 DATA (Private (Jur Only))

Contact: Janet Shefchik Phone: (651) 450-2512 E-Mail: jshefchik@ighmn.gov

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	55	34	5	94
# Employees	120	50	21	191
Avg. Max Monthly Pay per employee	7646.65	7100.82		7096.96

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 136.8831 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	24	20
b. # Below Predicted Pay	31	14
c. TOTAL	55	34
d. % Below Predicted Pay (b divided by c = d)	56.36	41.18

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 168 Value of T = -2.103

a. Avg. diff. in pay from predicted pay for male jobs = 2

b. Avg. diff. in pay from predicted pay for female jobs = 78

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 8.00

B. Avg. # of years to max salary for female jobs = 8.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 1.82 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: Inver Grove Heights
8150 Barbara Avenue

Inver Grove Heights, MN 55077

Jurisdiction Type: City

Contact:	Janet Shefchik	Phone:	(651) 450-2512	E-Mail:	jshefchik@ighmn.gov
Contact:	Kris Wilson	Phone:	(651) 450-2511	E-Mail:	kwilson@ighmn.gov
Contact:	Cora Bauer	Phone:	(651) 450-2490	E-Mail:	cbauer@ighmn.gov

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: Consultant

Description:

Same as 2018 submission;
Classification Matrix System (CMS)

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

City Hall breakroom and main reception hallway

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

City Council for Inver Grove Heights

(governing body)

Thomas Bartholomew

(chief elected official)

Mayor of Inver Grove Heights

(title)

Part C: Total Payroll

$16663081.75

is the annual payroll for the calendar year just ended December 31.

[X] Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted:1/19/2022

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

Request for Council Action

Consider Resolution Closing Heritage Village Park Projects 1622 and 1707

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove (651) 450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Adam Lares, Park & Rec Director	New FTE requested – N/A	
	Kris Wilson, City Administrator	Other	X

PURPOSE/ACTION REQUESTED:

The Council is asked to adopt the attached resolution closing out Heritage Village Park (HVP) Projects 1622 and 1707 and transferring excess funds back to the city's original funding sources.

SUMMARY:

At the October 19, 2021, work session, staff presented fund balance information on the city's Parks Acquisition & Development Fund. The intent was to provide Council with sufficient data to help guide in decision-making as the city moves forward with new parks.

At the time of presentation, it was disclosed that there were two HVP projects sitting dormant in the city's Local Improvement Construction funds, Project 1622 and 1707. Both projects had been left open pending Council's decision on whether to move forward with Phase IV of the HVP project plan. Both projects originally received transfers from the Parks Acquisition & Development Fund but then later received grant funding to cover project costs. Project 1707 received additional funding from the Water Fund, Sewer Fund, and Closed Bond Fund which was also later replaced with grant funding.

Staff have completed their review of the project activities for projects 1622 and 1707. The final amount of funding left from these two projects equals $1,381,914.05. Based on where this funding originated, staff recommends returning excess funding to the original funding sources:

$ 50,000.00	Closed Bond Fund
25,000.00	Water Fund
75,000.00	Sewer Fund
1,231,914.05	Parks Acquisition & Development
$ 1,381,914.05	

DAKOTA COUNTY
CITY INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-014

RESOLUTION CLOSING HERITAGE VILLAGE PARK (HVP) PROJECTS 1622 & 1707 AND TRANSFERRING EXCESS FUNDS TO ORIGINAL FUNDING SOURCES

WHEREAS, Projects 1622 and 1707 were utilized to record activities on various HVP-phased projects over a number of years; and

WHEREAS, all HVP-phased projects related to these project codes are complete; and

WHEREAS, there remain $1,381,914.05 in excess funds on these projects due to the city's receipt of grant dollars after original transfers had already been made to these projects from other city funds; and

WHEREAS, there remain financial needs within these other city funds, including the development of new city parks that could utilize the excess dollars remaining in these two projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, does hereby close Projects 1622 and 1707 as of December 31, 2021 and transfer the $1,381,914.05 in excess funds back to their original funding sources:

$ 50,000.00	Closed Bond Fund
25,000.00	Water Fund
75,000.00	Sewer Fund
1,231,914.05	Parks Acquisition & Development
$ 1,381,914.05	

Adopted this 24th day of January 2022 by the City Council of Inver Grove Heights, MN

_____
Tom Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS

Request for Council Action

Consider Resolution Closing the Recreation Fund and Transferring Residual Balances to the General Fund and Parks Capital Replacement Fund

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Amy Hove (651) 450-2521	Budget amendment requested	
Prepared by:	Amy Hove, Finance Director	FTE included in current complement	
Reviewed by:	Adam Lares, Park & Rec Director	New FTE requested – N/A	
	Kris Wilson, City Administrator	Other	**X**

PURPOSE/ACTION REQUESTED:

The Council is asked to adopt the attached resolution closing the Recreation Fund and transferring $25,700 to the General Fund and any remaining balances to the Parks Capital Replacement Fund.

SUMMARY:

For years, the city has reported their recreation activities within a separate Recreation Fund on the city's general ledger (Fund 204). The Governmental Accounting Standards Board (GASB) recommends that governments only maintain the minimum number of funds required for accurate and transparent financial reporting. Over the past couple of years, finance staff have been researching the city's funds and identifying opportunities to downsize the number of funds maintained within the city's finance system. The last time a fund closing recommendation came before Council was January 2021 and the following funds were approved for closure: Franchise Fee Fund, Capital Facilities Fund, Capital Acquisition Fund, and the Water System Improvement Fund.

At this time, staff recommend the city eliminate the Recreation Fund and instead create a department within the General Fund to record these recreation activities much in the same manner that the Parks Department reports financial activities. The 2022 Recreation budget can easily be moved from the Recreation Fund to a General Fund Recreation Department.

At year-end 2021, the Recreation Fund is estimated to have an estimated $370,000 remaining in fund balance. The 2022 Recreation budget planned to use $25,700 in fund balance so staff recommendation is to transfer $25,700 to the General Fund when creating the new Recreation Department. Because recreation programming is so closely tied to the city's existing parks, staff recommend transferring any remaining funds to the Parks Capital Replacement Fund (Fund 444).

DAKOTA COUNTY
CITY INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-015

RESOLUTION CLOSING RECREATION FUND AND TRANSFERRING RESIDUAL BALANCES TO THE PARKS CAPITAL REPLACEMENT FUND

WHEREAS, the Recreation Fund, Fund 204, has existed within the city's financial system for many years; and

WHEREAS, Governmental Accounting Standards Board recommends governments keep and maintain only the minimum number of funds necessary for good accounting and reporting; and

WHEREAS, recreation activities do not need to be reported within a separate fund and can be accurately be reported as a separate department within the General Fund; and

WHEREAS, the 2022 Recreation budget planned to utilize $25,700 in fund balance so when the 2022 Recreation budget is transferred to the General Fund $25,700 would need to be transferred to the General Fund to balance out the 2022 Recreation budget; and

WHEREAS, after transferring $25,700 to the General Fund, the Recreation Fund will still have approximately $345,000 in residual funds that will be available to transfer to another fund; and

WHEREAS, since recreational programming occurs frequently in city parks and would benefit from ongoing maintenance and upgrades to the city's parks, it is appropriate to transfer any residual funds in the Recreation Fund to the Parks Capital Replacement Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, as of January 1, 2022 does hereby close the Recreation Fund with the creation of a new Recreation Department in the General Fund, transferring $25,700 of the Recreation Fund balance to the General Fund and the remaining balance, estimated at $345,000 to the Parks Capital Replacement Fund, Fund 444.

Adopted this 24th day of January 2022 by the City Council of Inver Grove Heights, MN

_____
Tom Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

AGENDA ITEM 4G

CITY OF INVER GROVE HEIGHTS

Request for Council Action

Authorize appropriate officials to enter into contract with Messerli and Kramer for government relations services for the 2022 legislative session

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Consent	Amount included in current budget	**X**
Contact:	(651) 450 - 2511	Budget amendment requested	
Prepared by:	Kris Wilson, City Administrator	FTE included in current complement	
Reviewed by:		New FTE requested – N/A	
		Other	

ACTION REQUESTED

The Council is asked to authorize the appropriate officials to enter into the attached contract with Messerli & Kramer for government relations services for the 2022 legislative session.

SUMMARY

For the last several years, the City of Inver Grove Heights has contracted with Messerli & Kramer to provide government relations services regarding issues before the Minnesota Legislature. The attached contract would extend that existing relationship for the 2022 legislative session. The $41,000 fee is budgeted for in the 2022 adopted budget for the Host Community Fund.

Under this contract, lead lobbyist Katy Sen will advise and represent the City on issues contained within our legislative platform, including seeking state bonding funds for our priority project(s).

MESSERLI & KRAMER, P.A.
and
CITY OF INVER GROVE HEIGHTS

Contract for Government Relations Services
2022 Legislative Session Representation

This contract for the provision of government relations services is entered into between Messerli & Kramer P.A. and the City of Inver Grove Heights.

SERVICES TO BE PROVIDED

During the period January 1, 2022 through December 31, 2022, Messerli and Kramer will provide government affairs services on behalf of the City of Inver Grover Heights for items included on the City's 2022 Legislative Platform. Katy Sen will be lead lobbyist from Messerli and Kramer.

LEGISLATIVE SERVICES TO BE PROVIDED

Lobbying. Messerli & Kramer will provide legislative lobbying for the City of Inver Grove Heights on items included on the City's Legislative Platform. This includes monitoring bill introductions; monitoring hearings of interest to the City; drafting of bills; requesting bill hearings; lobbying key legislators and executive branch staff. The Firm will provide advice on strategy and process to represent the interests of the City at the Legislature.

Liaison with State Government Officials. Messerli and Kramer will facilitate meetings with the Governor's Office and other members of the executive branch as needed.

BUDGET

For legislative services as outlined above related to the City of Inver Grove Heights, for the term of the contract, Messerli & Kramer will charge a retainer of $41,000. Invoices will be sent quarterly in January, April, July, and October in the amount of $10,250. Invoices will be due upon receipt.

CONFLICTS OF INTEREST

Together with this contract we have included a copy of Messerli & Kramer's Conflict of Interest policy and a list of current governmental relations clients. Included are the procedures that will follow should a conflict of interest arise.

AMENDMENTS

Amendments to this contract may be made upon the request of either party and upon their mutual consent of the same.

TERMINATION

This contract may be terminated by either party upon 30 days written notice to the other party.

This contract is entered into on the _____ day of _____ 2021 by

Katy Sen
Chair, Government Relations
Messerli & Kramer, P.A.

Kris Wilson
City Manager
City of Inver Grove Heights

MESSERLI | KRAMER

2021 Government Relations Clients

30,000 Feet

Abbott Laboratories

American Council of Engineering Companies of Minnesota

Aflac

AIG

Alliance for Automotive Innovation

Animal Humane Society

Apple

Association of Dental Support Organizations

Canterbury Park

Catholic Charities

Center for Diagnostic Imaging

City of Bloomington

City of Edina

City of Inver Grove Heights

City of Prior Lake

Community Associations Institute

Consumer Data Industry Association

Delaware North

Diageo North America

Ecolab

Emergent BioSolutions

Essar Capital Americas

Fair Vote MN

Fortinet

Goodwill-Easter Seals Minnesota

Great River Passage Conservancy

Hennepin County

Hennepin County Regional Railroad Authority

I-494 Corridor Commission

Insurance Auto Auctions

Kimberly Clark

Minnesota Association of County Probation Officers

Minnesota Ambulatory Surgery Center Association

Minnesota Community Measurement

Minnesota County Attorneys Association

Minnesota Defense Lawyers Association

Minnesota District Judges Association

Minnesota Medical Group Management Association

Minnesota Newspaper Association

Minnesota Oncology

Minnesota Society of Certified Public Accountants

Minnesota Twins Baseball Club

Minnesota Urban County Attorneys

Minnesota Valley Transit Authority

Minnesota Zoo

Minnesotans for Lawsuit Reform

Motorola Solutions

Municipal Legislative Commission

NACAC

Native American Community Clinic

Oracle

Ottertail Power Company

Our Children

Pearson Education

Pediatric Home Service

Reproductive Health Alliance

Safe Passage for Children of Minnesota

Secure Democracy

SHI International Corp.

Suburban Transit Association

Takeda Pharmaceuticals

Tenaska

Twin Cities Orthopedics

US Bancorp

Urban County Attorneys

Volunteers of America – National and Minnesota

MESSERLI | KRAMER

Messerli & Kramer P.A. is aware that conflicts between clients can negatively impact their legislative programs. We assume the responsibility to examine the issues presented by any potential client for conflict with existing client legislative initiatives. To that end, we have developed a Conflicts of Interest Policy which we include as part of all client representation agreements. It is our belief that most conflicts can be avoided through a commitment to early identification of issues and by notification of clients.

Conflicts of Interest Policy

Messerli & Kramer P.A. has an affirmative obligation to promptly detect and immediately report any potential conflict between the legislative objectives of its clients. Legislative clients also have an affirmative responsibility to detect potential conflicts and notify Messerli & Kramer P.A. regarding them. A conflict of interest will be deemed to exist whenever either a legislative client or the firm determines there is a conflict. Prospective clients are advised to review the aforementioned firm profile of current clients.

We make every attempt to identify any potential conflict of interest with existing clients prior to being retained by a new legislative client. This process includes a full discussion within our Government Relations Department and disclosure of the potential conflict issues to existing legislative clients who may be affected. If any significant conflict becomes apparent that cannot be resolved at this stage, the firm will decline the new representation absent client consent.

If a conflict of interest arises between two or more existing legislative clients, the following guidelines will apply:

1. An attempt will be made to resolve or compromise the conflict between the clients. A compromise must be agreed to by all affected clients.

2. If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved.

3. If the conflict is not resolved by a client's withdrawal of the issue or mutual compromise of the conflicting points of view, Messerli & Kramer P.A. must withdraw from representation of all clients on that particular legislative issue. Messerli & Kramer P.A. will contact appropriate parties to explain the conflict and the firm's withdrawal from the issue.

4. The client, with the firm's assistance, will be responsible for making their own arrangements for legislative representation on the issue giving rise to the conflict and withdrawal. Messerli & Kramer P.A. will renegotiate any retainer or contract agreement with an affected client to reflect the withdrawal.

5. If a pattern of conflicts develops between legislative clients, the Firm will evaluate the situation with the affected clients. The Firm will cease representation as necessary to eliminate any continuing conflict of interest and will explain the withdrawal to all affected parties.

AGENDA ITEM 4H

Request for Council Action

Resolution Approving Amended and Restated Joint and Cooperative Agreement for the Municipal Legislative Commission

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	(651) 450 - 2511	Budget amendment requested	
Prepared by:	Kris Wilson, City Administrator	FTE included in current complement	
Reviewed by:		New FTE requested – N/A	
		Other	

ACTION REQUESTED

The Council is asked to adopt the attached Resolution, approving the amended and restated Joint and Cooperative Agreement for the Municipal Legislative Commission.

SUMMARY

The City of Inver Grove Heights is a member of the Municipal Legislative Commission (MLC), a group of 19 suburban communities in the metropolitan area, who work together to inform the legislative process and effect legislative outcomes for the common interests of all member cities.

The other 18 member cities are:

Apple Valley	Edina	Plymouth
Bloomington	Golden Valley	Prior Lake
Burnsville	Lakeville	Savage
Chanhassen	Maple Grove	Shakopee
Eagan	Minnetonka	Shoreview
Eden Prairie	Rosemount	Woodbury

The MLC is governed by a Board of Directors, which is made up of one elected official and the city administrator/manager of each member city. Currently, Councilmember Dietrich and I serve as the board members representing IGH. There is also an Operating Committee, which is made up of the city administrator/managers of each member city. The Operating Committee meets during the months when the Board does not meet, makes recommendations to the Board, and reacts as needed to the sometimes rapidly changing legislative landscape. For 2022, the City of IGH pays $8,947.75 in dues to the MLC.

The founding document of the organization is called a Joint and Cooperative Agreement. The MLC Board is proposing several amendments and clarifications to this agreement to make running the organization more efficient. The governing body of each member city must approve the amended and restated Joint and Cooperative Agreement in order for it to take effect.

The following is a summary of the changes to the Agreement. *(Both a redlined version and a clean copy of the full agreement are attached.)*

- Provisions regarding Board meetings, financial information, officers and committees are moved to the Bylaws. (The Bylaws can be amended by a 2/3 vote of the Board of Directors and do not need to be approved by all Members.)

- The concept of Associate Members has been eliminated.

- Additional Members can be admitted by majority vote of the Board of Directors rather than majority vote of the Members.

- The requirement of annual audits is eliminated. (The Bylaws will require audits at least every other year.)

- The requirement of an annual meeting of Members is eliminated.

- Email communication is added as an option in giving formal notices.

- The authority of the Operating Committee is limited to making recommendations to the Board of Directors. The Operating Committee will not have authority to make binding decisions for the MLC unless granted that authority by specific Board resolution.

- Any Member who chooses to withdraw from the MLC is obligated to pay dues for the year of withdrawal unless notice of withdrawal is given to the MLC Chair and Executive Director at least 105 days prior to the first day of the next calendar year.

- Upon dissolution and liquidation of the MLC, the remaining assets will be distributed to the Members in proportion to their respective dues paid in the most recent full calendar year.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-016

RESOLUTION APPROVING AMENDED AND RESTATED JOINT AND COOPERATIVE AGREEMENT FOR THE MUNICIPAL LEGISLATIVE COMMISSION

WHEREAS, the City of Inver Grove Heights is a current and active member of the Municipal Legislative Commission; and

WHEREAS, the City Council finds the proposed amendments to the Joint and Cooperative Agreement of the Municipal Legislative Commission to be reasonable and acceptable;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT the Mayor of the City of Inver Grove Heights is hereby directed and authorized to sign the attached Certificate of Approval of Amendments to the Joint and Cooperative Agreement of the Municipal Legislative Commission, on behalf of the City of Inver Grove Heights.

AYES:
NAYS:

_____
Tom Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

CERTIFICATE OF APPROVAL

OF

AMENDMENTS TO JOINT AND COOPERATIVE AGREEMENT

OF

MUNICIPAL LEGISLATIVE COMMISSION

The undersigned municipality, by its authorized representative, certifies to the Municipal Legislative Commission (the "Commission") as follows:

1. The undersigned municipality is a member of the Commission and has received a copy of the proposed amended and restated Joint and Cooperative Agreement of the Commission dated effective as of January 24, 2022.

2. By resolution duly adopted by the city council or other governing body of the undersigned municipality, the undersigned municipality has approved the proposed form of amended and restated Joint and Cooperative Agreement of the Commission.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be duly executed as of the date and year stated below.

CITY OF INVER GROVE HEIGHTS

By: _____

Title: Mayor

Date: 1-24-2022

Adopted February ___, 1984
Amended July 19, 1995
Amended July 27, 2000
Amended and Restated _____, 2021

JOINT AND COOPERATIVE AGREEMENT

PRELIMINARY STATEMENT

The parties to this Agreement are governmental units of the State of Minnesota. Minnesota ~~Statute~~Statutes Section 471.59 permits two or more sub-units, by agreement of their governing bodies, to jointly and cooperatively exercise any power common to each of them. Pursuant to statutory authorization, the parties to this Agreement have chosen to execute a joint powers agreement providing, in essence, for the development of legislative programs on matters of mutual concern and interests.

ARTICLE 1.
GENERAL PURPOSE

The primary purpose of this Agreement is for the member municipalities (the "Members") to jointly and cooperatively develop legislative programs on matters of mutual concern and interest, and to identify, review, and ~~to~~ actively oppose proposals which may be in conflict with the interests of the ~~member municipalities~~Members.

The organization formed pursuant to this Agreement will be funded by ~~member municipalities~~Members' contributions, as herein specified, with contributions being used for the retention of professional assistance, information preparation and dissemination, research, and other activities that may from time to time be authorized by the ~~membership~~governing body of the organization.

ARTICLE 2.
NAME

The Members hereto agree to establish an organization to be known as the Municipal Legislative Commission (the "Commission") to carry out the objectives of this Agreement.

ARTICLE 3.
DEFINITION OF TERMS

For the purpose of this Agreement, the terms defined in this Article shall have the meanings given them by this Article.

3.1) "Agreement" means this Joint and Cooperative Agreement, as amended from time to time and as joined by additional Members in the manner provided in Article 4 of this Agreement.

3.2) ~~3.1)~~ "Board" or "Board of Directors" means the governing body of the Commission.

3.3) "Bylaws" means the bylaws of the Commission adopted by the Board of Directors, as amended from time to time.

3.4) ~~3.2)~~ "Commission" means the organization created pursuant to this Agreement.

3.5) ~~3.3)~~ "Council" means the governing body of a Member.

3.6) ~~3.4)~~ "Directors" means the persons appointed pursuant to this Agreement to serve ~~as~~on the Board of Directors.

3.7) ~~3.5)~~ "Operating Committee" means the committee ~~consisting of the City Managers or Administrators of each Member.~~

3.8) ~~3.6) "Member" means a municipality which has entered into~~established pursuant to Article 9 of this Agreement.

3.9) ~~3.7) "Associate "~~"Member" means a municipality which has entered into this Agreement~~, but does not have the same voting rights and privileges as a Member~~.

ARTICLE 4.
ADDITIONAL MEMBERS

~~Any other~~Following the effective date of this Agreement, any Minnesota municipality that is not then a Member may become ~~a Member or Associate~~an additional Member upon approval by a majority vote of ~~the then Members~~all Directors.

~~ARTICLE 5.~~

~~EFFECTIVE DATE~~

A municipality that has been approved to become an additional Member shall enter into this Agreement by duly executing a counterpart copy of this Agreement ~~any by filing such~~. The additional Member shall file the signed counterpart copy of this Agreement, together with a certified copy of the authorizing resolution of the additional Member's Council, with the Commission's Chair and Executive Director. ~~This Agreement shall become effective upon approval by at least six (6) municipalities, or on~~

ARTICLE 5.
EFFECTIVE DATE

The original effective date of this Agreement was February ___, 1984~~, whichever is sooner~~. It was most recently amended and restated effective as of _____, 2021.

ARTICLE 6.
POWERS AND DUTIES OF THE COMMISSION

6.1) The powers and duties of the Commission shall include the powers set forth in this article.

6.2) ~~It~~The Commission may establish legislative programs embodying proposed legislation and positions on proposed legislation.

6.3) ~~It~~The Commission may take such action as it deems necessary and appropriate to accomplish the general purpose of ~~this organization~~the Commission.

6.4) ~~It~~The Commission may consult with persons knowledgeable in the legislative process and persons having a special interest therein, such as legislators, research organizations, educational institutions, other political subdivisions, municipal organizations, regulatory organizations, technical experts, and any other persons who can provide pertinent information concerning legislation of interest to the Commission.

6.5) ~~It~~The Commission may provide for the prosecution, defense, or other participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose.

6.6) ~~It~~The Commission may conduct such research and investigation and take such action as it deems necessary, including participation and appearance in proceedings of any metropolitan, state, federal, regulatory, or legislative or administrative bodies, on any proposed or existing law, bill, or recommendation related to or affecting any or all ~~members~~Members.

6.7) ~~It~~The Commission may enter into any contracts deemed necessary by the Board to carry out ~~its~~the Commission's powers and duties, subject to the provisions of this Agreement.

6.8) ~~It~~The Commission may contract with any of the Members or others to provide space, services, or materials on its behalf. Any contracts let or purchases made shall conform to the requirements applicable to Minnesota statutory cities.

6.9) ~~It~~The Commission may accept gifts, apply for use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.

6.10) ~~It shall cause an annual audit of the books of the Commission to be made by an independent auditor, or an independent auditor of a member city, whichever the Board determines. It shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for and open to the examination by~~

~~the Parties at all reasonable times. It shall establish the annual budget for the Commission as provided in this Agreement.~~

~~6.11) It may delegate authority to the Operating Committee between Commission meetings. Such delegation of authority shall be by resolution of the Board and may be reconditioned in such manner as the Board may determine.~~

~~6.12) It~~The Commission may exercise any other ~~power~~powers necessary ~~and~~or incidental to the implementation of its powers and duties.

ARTICLE 7.
BOARD OF DIRECTORS

7.1) The governing body of the Commission is its Board of Directors. Each Member is entitled to appoint two (2) Directors. ~~Each Member is entitled to one vote to be cast by the elected Director or in his/her absence the appointed Director or their respective proxies.~~ The Council of each Member shall appoint its two ~~(2)~~ Directors, one ~~(1)~~ of whom shall be the Member's City Manager or Administrator (the Member's "appointed Director") and the other of whom shall be ~~an~~the Mayor or another elected official from the Council of the Member~~.~~ (the Member's "elected Director"). Each Member is entitled to one vote on each matter to come before the Board, to be cast by the Member's elected Director or, in his or her absence, by the Member's appointed Director or by a proxy designated under Section 7.2 below. Directors shall serve without compensation from the Commission, but this shall not prevent a Member from ~~providing compensation for~~compensating one or both of its Directors for service on the Board, if such compensation is authorized by the Member and is not prohibited by law.

7.2) Proxy voting by Directors shall be permitted. ~~Proxies~~A proxy must be designated in writing by a Member's elected Director ~~and~~or, in the elected Director's absence, by the Member's appointed Director. Any individual designated as a proxy must be present at the meeting to vote.

7.3) Each Director shall serve until that Director's successor is appointed and assumes his or her responsibilities. Directors shall serve at the pleasure of the ~~Council~~Member appointing them. When ~~a~~the Council of a Member appoints a Director, it shall give notice of such appointment in writing or by e-mail to both the Commission's ~~Secretary/Treasurer~~Chair and the Commission's Executive Director. Such notice shall include the mailing address and e-mail address of the ~~person~~Director so appointed. The names and addresses shown on such notices may be used as the official names and addresses for the purposes of giving notices of any meetings of the ~~Commission~~Board.

7.4) A majority of the Members represented by at least one (1) Director or proxy entitled to vote shall constitute a quorum for conducting business at a meeting of the Board.

7.5) A vacancy on the Board shall be filled by the Council of the Member whose position on the Board is vacant. During the time that one or more vacancies exist, the Board shall continue to have full power and authority to conduct business and a majority of

the Members represented by at least one (1) Director or proxy entitled to vote shall be sufficient to constitute a quorum.

7.6) The Board of Directors may delegate its authority to the Operating Committee between meetings of the Board. Such delegation of authority shall be by resolution of the Board or as provided in the Bylaws and may be conditioned in such manner as the Board may determine.

7.7) Meetings and proceedings of the Board shall be conducted as set forth in the Bylaws.

ARTICLE 8.

~~MEETINGS~~

~~**8.1)** The Commission shall meet at least quarterly and shall hold an annual organizational meeting in July.~~

BYLAWS

~~8.2)~~ The Board shall adopt Bylaws governing ~~its procedures, including the time, place, and frequency of its regular~~the the meetings and proceedings of the Board, the officers of the Commission, committees, financial matters, and any other matters concerning the Commission that are not inconsistent with the provisions of this Agreement. ~~Such~~ Bylaws may be amended from time to time by the vote of at least two-thirds (2/3) of all Directors or their authorized proxies.

~~8.3) Special meetings of the Board may be called (a) by the Chair or (b) by the Operating Committee, or the Board upon written request of the majority of the Directors. Five (5) days' written notice of special meetings shall be given to the Directors. Such notice shall include the agenda for the special meeting. Only matters set forth in the agenda shall be considered at a special meeting.~~

~~8.4) Notice of regular meetings of the Board shall be given to the Directors by the Secretary/Treasurer at least seven (7) days in advance and the agenda for such meetings shall accompany the notice. However, business at regular meetings of the Board need not be limited to matters set forth in the agenda.~~

~~ARTICLE 9.~~

~~OFFICERS~~

~~**9.1)** Number, Election, Qualifications. The officers of the Commission shall consist of a Chair, Vice Chair and a Secretary/Treasurer. Each officer shall be elected at the annual organizational meeting by the Board. The Chair and Vice Chair shall hold office for a two-year term and until his/her successor shall have been elected and have qualified or until his/her earlier disqualification, death, resignation, or removal. The Secretary/Treasurer's term shall commence on January 1 of the following year and end on December 31 twenty four months later. All officers shall be Directors. New officers shall take office at the adjournment of the annual meeting of the Commission at which~~

they were elected, with the exception of the Secretary/Treasurer who shall take office on the first day of January of the following year. Not more than one (1) Director of a Member shall be elected an officer during the same term. Directors of a Member that have given notice of withdrawal shall not be eligible to become officers or to vote on the selection of officers. Any officer who ceases to be a Director shall at the same time cease to be an officer. Officers may serve for more than one term.

9.2) Resignation. Any officer of the Commission may resign at any time by giving written notice of his/her resignation to the Board, to the Chair, or to the Secretary/Treasurer of this Commission. The resignation shall take effect at the time, if any, specified therein or, if no time is specified therein, upon receipt thereof by said Board Chair, or to the Secretary/Treasurer. The acceptance of a resignation shall not be necessary to make it effective.

9.3) Removal. Any officer may be removed, with or without cause, by a vote of four fifths (4/5) of the total number of Directors, at any meetings of the Board, provided that such purpose is stated in the notice or waiver of notice of the meeting unless all of the Directors of this Commission are present at the meeting.

9.4) Vacancies. A vacancy in any office because of disqualification, death, resignation, or removal shall be filled for the unexpired portion of the term in the manner prescribed herein for election to that office.

9.5) Chair; Vice Chair. The Chair shall preside at all meetings of the Commission and shall perform all duties incident to the office of Chair and such other duties as may be delegated by the Commission. The Vice Chair shall act as Chair in the absence of the Chair. The Chair shall be an elected Director and the Vice Chair shall be an appointed Director who shall also serve as Chair of the Operating Committee.

9.6) Secretary/Treasurer. The Secretary/Treasurer shall be a Director who is a member of the Operating Committee. He/She shall be responsible for keeping a record of all of the proceedings of the Commission and Operating Committee. The Secretary/Treasurer shall send written notice and material pertaining to agenda items to each Director. He/She shall have custody of the Commission's funds, shall pay its bills, and keep its financial records, and generally conduct the financial affairs of the Commission. The Secretary/Treasurer shall be responsible for the activities provided by Section 6.10. The Secretary/Treasurer shall be responsible for such other matters as shall be delegated to him/her by the Commission. Orders, checks, and drafts of the Commission shall be issued in accordance with the financial practices applicable to the member city from which the Secretary/Treasurer is elected. In conducting the Commission's financial affairs, the Secretary/Treasurer shall, at all times, act in accordance with general accepted accounting principles. The Secretary/Treasurer's reports, including any bills or claims to be acted upon by the Commission, shall be distributed to all Directors. Any persons may be engaged to perform such services under the Secretary/Treasurer's supervision and direction, when authorized by the Commission.

9.7) Other officers. The Commission may appoint such other officers as it deems necessary. All such officers shall be Directors.

~~9.8) Committees. The Commission may appoint such committees as it deems necessary or desirable to accomplish its purposes.~~

ARTICLE ~~10~~9.
OPERATING COMMITTEE

~~**10.1)** Qualifications.~~ The Operating Committee of the Commission shall consist of the ~~City Manager or Administrator Director~~ appointed ~~by each Member~~Directors of the Members.

~~10.2) Authority.~~ The Operating Committee shall ~~have the authority to manage~~make recommendations to the Board regarding the property, operations, affairs~~,~~ and business of the Commission ~~between Commission meetings, to the extent specifically delegated by~~. Except as provided in the Bylaws or by Board resolution, the Operating Committee shall not have the authority of the Board~~, but at all times,~~. The Operating Committee shall be subject at all times to the control and direction of the Board.

~~10.3) Meetings. The Operating Committee shall meet monthly at a time and place to be determined by the Operating Committee. Special meetings may be called by the Vice Chair or by any other two (2) members of the Operating Committee or by the Commission. The date and place of the special meeting shall be fixed by the person or persons calling it. At least seventy-two (72) hours (from the time of mailing) advance written notice of a special meeting shall be given to all members of the Operating Committee by the person or persons calling the meeting. The notice shall state the matters to be considered at the special meeting and only those matters shall be considered at that meeting.~~

~~10.4) Personnel. The Operating Committee shall have authority to hire, supervise, and discharge full- or part-time employees but their compensation shall be within budget limitations. The Operating Committee may make any required employer contributions which local government units are authorized or required to make by law.~~

~~ARTICLE 11.~~

~~FINANCIAL MATTERS~~

~~**11.1)** Commission funds may be expended by the Board in accordance with the procedures established by law for the expenditure of funds by Minnesota statutory cities. Legal instruments shall be executed with authority of the Board, by any two (2) officers.~~

~~11.2) The financial contributions of the Members in support of the Commission shall be per capita. Each of the Members shall pay to the Commission an amount to be determined by the Board annually based upon the most recent Metropolitan Council population estimates. The financial contributions of Associate Members shall be determined by the Board. These amounts may be used by the Commission to pay all legal and consultant costs and expenses and other expenses as approved by the Board. The Board may authorize changes in the per capita and maximum charge for all members upon majority vote.~~

~~11.3) A proposed budget shall be formulated by the Board and submitted to the Members on or before August 1 of each calendar year. Such budget shall be deemed approved by a Member unless, prior to September 15 of the year involved, the Member gives notice in writing to the Chair that it is withdrawing from the Commission. Final action adopting a budget for the ensuing calendar year shall be taken by the Board on or before November 1 of each year.~~

~~11.4) Any Member may inspect and copy the Commission books and records at any and all reasonable times. All books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota statutory cities.~~

~~**ARTICLE 12.**~~

ARTICLE 10.
WITHDRAWAL

~~**12.1)**~~ 10.1) Withdrawal ~~–~~ Any Member ~~or Associate Member~~ may withdraw from ~~this Agreement~~the Commission effective on January 1 of any year by giving notice pursuant to Section ~~2 of this Article~~10.2 below prior to September 15 of the preceding year.

~~12.2)~~ 10.2) Notice ~~–~~ In order to effectuate a withdrawal, a Member ~~or Associate Member~~ withdrawing from the Commission shall give ~~written~~ notice ~~to the Chair of the Commission, served personally on the Chair~~in writing or ~~addressed~~by e-mail to ~~the Chair at the address shown on the records of~~both the Commission~~,~~'s Chair and ~~by giving with such~~the Commission's Executive Director. Such notice~~,~~ shall include a copy of a resolution of ~~its~~the withdrawing Member's Council stating its decision to withdraw from the Commission~~. The withdrawal shall be effective upon actual receipt by the Chair of such notice and resolution. The withdrawing Member shall have the responsibility for such actual receipt by the Chair~~. Upon receipt of such notice and resolution, the Chair of the Commission shall forward a copy of the notice and resolution to each Director. Any notice of withdrawal not actually received by the Chair at least 105 days prior to the first day of any calendar year shall be effective on January 1 of the subsequent calendar year unless the notice deadline is waived by a resolution of the Board.

~~12.3)~~ 10.3 Financial Effect of Withdrawal ~~– No financial benefit shall inure to a Member or Associate Member that withdraws~~ – A Member who withdraws effective as of January 1 of a calendar year shall not be obligated to pay dues to the Commission for such calendar year. A withdrawing Member shall not be entitled to any payment or financial benefit from ~~this~~the Commission ~~nor~~and shall ~~there~~not be entitled to any refund or reimbursement for any dues or other contribution made ~~or required of~~by the ~~withdrawn~~withdrawing Member ~~by this Agreement~~.

ARTICLE ~~13~~11.

~~AMENDMENTS~~

~~13.1) This agreement may be amended only by the written approval of the City Councils of each member city.~~

~~ARTICLE 14.~~
DISSOLUTION

~~14.1)~~ 11.1) Duration of Commission ~~–~~ The Commission shall be dissolved if less than four (4) Members remain, or by ~~operating~~operation of state or federal law or regulation, now or hereafter enacted, or by mutual signed agreement of all ~~of the~~remaining Members.

~~14.2)~~ 11.2) Distribution of Assets ~~–~~ Upon dissolution of the Commission, all remaining assets of the Commission, after payment of all obligations, shall be distributed among the Members that are Members ~~to~~of the ~~Agreement~~Commission at the time of dissolution, in proportion to their ~~contributions~~respective dues paid in the most recent full calendar year, and in accordance with procedures established by the ~~Commission~~Board of Directors. The Commission shall continue to exist after dissolution for such period, no longer than six (6) months, as is necessary to wind up ~~its~~the Commission's affairs, but for no other purposes.

ARTICLE 12.
AMENDMENTS

This Agreement may be amended only by the unanimous written approval of the Councils of all Members.

IN WITNESS WHEREOF, ~~The~~the municipality of _____ has joined in and caused ~~the~~a counterpart of this Agreement to be signed on its behalf this ~~___~~____ day of _____~~___~~, ~~____~~2021.

By:_____~~_____~~
Its: Mayor

By:_____

Its: City Manager

MK_MPLS\4495\38\2376189.v4-11/3/21

Adopted February ___, 1984
Amended July 19, 1995
Amended July 27, 2000
Amended and Restated Jan 24, 2022

JOINT AND COOPERATIVE AGREEMENT

PRELIMINARY STATEMENT

The parties to this Agreement are governmental units of the State of Minnesota. Minnesota Statutes Section 471.59 permits two or more sub-units, by agreement of their governing bodies, to jointly and cooperatively exercise any power common to each of them. Pursuant to statutory authorization, the parties to this Agreement have chosen to execute a joint powers agreement providing, in essence, for the development of legislative programs on matters of mutual concern and interests.

ARTICLE 1.
GENERAL PURPOSE

The primary purpose of this Agreement is for the member municipalities (the "Members") to jointly and cooperatively develop legislative programs on matters of mutual concern and interest, and to identify, review, and actively oppose proposals which may be in conflict with the interests of the Members.

The organization formed pursuant to this Agreement will be funded by Members' contributions, as herein specified, with contributions being used for the retention of professional assistance, information preparation and dissemination, research, and other activities that may from time to time be authorized by the governing body of the organization.

ARTICLE 2.
NAME

The Members hereto agree to establish an organization to be known as the Municipal Legislative Commission (the "Commission") to carry out the objectives of this Agreement.

ARTICLE 3.
DEFINITION OF TERMS

For the purpose of this Agreement, the terms defined in this Article shall have the meanings given them by this Article.

3.1) "Agreement" means this Joint and Cooperative Agreement, as amended from time to time and as joined by additional Members in the manner provided in Article 4 of this Agreement.

3.2) "Board" or "Board of Directors" means the governing body of the Commission.

3.3) "Bylaws" means the bylaws of the Commission adopted by the Board of Directors, as amended from time to time.

3.4) "Commission" means the organization created pursuant to this Agreement.

3.5) "Council" means the governing body of a Member.

3.6) "Directors" means the persons appointed pursuant to this Agreement to serve on the Board of Directors.

3.7) "Operating Committee" means the committee established pursuant to Article 9 of this Agreement.

3.8) "Member" means a municipality which has entered into this Agreement.

ARTICLE 4.
ADDITIONAL MEMBERS

Following the effective date of this Agreement, any Minnesota municipality that is not then a Member may become an additional Member upon approval by a majority vote of all Directors. A municipality that has been approved to become an additional Member shall enter into this Agreement by duly executing a counterpart copy of this Agreement. The additional Member shall file the signed counterpart copy of this Agreement, together with a certified copy of the authorizing resolution of the additional Member's Council, with the Commission's Chair and Executive Director.

ARTICLE 5.
EFFECTIVE DATE

The original effective date of this Agreement was February ___, 1984. It was most recently amended and restated effective as of January 24, 2022.

ARTICLE 6.
POWERS AND DUTIES OF THE COMMISSION

6.1) The powers and duties of the Commission shall include the powers set forth in this article.

6.2) The Commission may establish legislative programs embodying proposed legislation and positions on proposed legislation.

6.3) The Commission may take such action as it deems necessary and appropriate to accomplish the general purpose of the Commission.

6.4) The Commission may consult with persons knowledgeable in the legislative process and persons having a special interest therein, such as legislators, research organizations, educational institutions, other political subdivisions, municipal organizations, regulatory organizations, technical experts, and any other persons who can provide pertinent information concerning legislation of interest to the Commission.

6.5) The Commission may provide for the prosecution, defense, or other participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose.

6.6) The Commission may conduct such research and investigation and take such action as it deems necessary, including participation and appearance in proceedings of any metropolitan, state, federal, regulatory, or legislative or administrative bodies, on any proposed or existing law, bill, or recommendation related to or affecting any or all Members.

6.7) The Commission may enter into any contracts deemed necessary by the Board to carry out the Commission's powers and duties, subject to the provisions of this Agreement.

6.8) The Commission may contract with any of the Members or others to provide space, services, or materials on its behalf. Any contracts let or purchases made shall conform to the requirements applicable to Minnesota statutory cities.

6.9) The Commission may accept gifts, apply for use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.

6.10) The Commission may exercise any other powers necessary or incidental to the implementation of its powers and duties.

ARTICLE 7.
BOARD OF DIRECTORS

7.1) The governing body of the Commission is its Board of Directors. Each Member is entitled to appoint two (2) Directors. The Council of each Member shall appoint its two Directors, one of whom shall be the Member's City Manager or Administrator (the Member's "appointed Director") and the other of whom shall be the Mayor or another elected official from the Council of the Member (the Member's "elected Director"). Each Member is entitled to one vote on each matter to come before the Board, to be cast by the Member's elected Director or, in his or her absence, by the Member's appointed Director or by a proxy designated under Section 7.2 below. Directors shall serve without compensation from the Commission, but this shall not prevent a Member from compensating one or both of its Directors for service on the Board, if such compensation is authorized by the Member and is not prohibited by law.

7.2) Proxy voting by Directors shall be permitted. A proxy must be designated in writing by a Member's elected Director or, in the elected Director's absence, by the Member's

appointed Director. Any individual designated as a proxy must be present at the meeting to vote.

7.3) Each Director shall serve until that Director's successor is appointed and assumes his or her responsibilities. Directors shall serve at the pleasure of the Member appointing them. When the Council of a Member appoints a Director, it shall give notice of such appointment in writing or by e-mail to both the Commission's Chair and the Commission's Executive Director. Such notice shall include the mailing address and e-mail address of the Director so appointed. The names and addresses shown on such notices may be used as the official names and addresses for the purposes of giving notices of any meetings of the Board.

7.4) A majority of the Members represented by at least one (1) Director or proxy entitled to vote shall constitute a quorum for conducting business at a meeting of the Board.

7.5) A vacancy on the Board shall be filled by the Council of the Member whose position on the Board is vacant. During the time that one or more vacancies exist, the Board shall continue to have full power and authority to conduct business and a majority of the Members represented by at least one (1) Director or proxy entitled to vote shall be sufficient to constitute a quorum.

7.6) The Board of Directors may delegate its authority to the Operating Committee between meetings of the Board. Such delegation of authority shall be by resolution of the Board or as provided in the Bylaws and may be conditioned in such manner as the Board may determine.

7.7) Meetings and proceedings of the Board shall be conducted as set forth in the Bylaws.

ARTICLE 8.
BYLAWS

The Board shall adopt Bylaws governing the meetings and proceedings of the Board, the officers of the Commission, committees, financial matters, and any other matters concerning the Commission that are not inconsistent with the provisions of this Agreement. Bylaws may be amended from time to time by the vote of at least two-thirds (2/3) of all Directors or their authorized proxies.

ARTICLE 9.
OPERATING COMMITTEE

The Operating Committee of the Commission shall consist of the appointed Directors of the Members. The Operating Committee shall make recommendations to the Board regarding the property, operations, affairs and business of the Commission. Except as provided in the Bylaws or by Board resolution, the Operating Committee shall not have the authority of the Board. The Operating Committee shall be subject at all times to the control and direction of the Board.

ARTICLE 10.

WITHDRAWAL

10.1) Withdrawal – Any Member may withdraw from the Commission effective on January 1 of any year by giving notice pursuant to Section 10.2 below prior to September 15 of the preceding year.

10.2) Notice – In order to effectuate a withdrawal, a Member withdrawing from the Commission shall give notice in writing or by e-mail to both the Commission's Chair and the Commission's Executive Director. Such notice shall include a copy of a resolution of the withdrawing Member's Council stating its decision to withdraw from the Commission. Upon receipt of such notice and resolution, the Chair of the Commission shall forward a copy of the notice and resolution to each Director. Any notice of withdrawal not actually received by the Chair at least 105 days prior to the first day of any calendar year shall be effective on January 1 of the subsequent calendar year unless the notice deadline is waived by a resolution of the Board.

10.3 Financial Effect of Withdrawal – A Member who withdraws effective as of January 1 of a calendar year shall not be obligated to pay dues to the Commission for such calendar year. A withdrawing Member shall not be entitled to any payment or financial benefit from the Commission and shall not be entitled to any refund or reimbursement for any dues or other contribution made by the withdrawing Member.

ARTICLE 11.
DISSOLUTION

11.1) Duration of Commission – The Commission shall be dissolved if less than four (4) Members remain, or by operation of state or federal law or regulation, now or hereafter enacted, or by mutual signed agreement of all remaining Members.

11.2) Distribution of Assets – Upon dissolution of the Commission, all remaining assets of the Commission, after payment of all obligations, shall be distributed among the Members that are Members of the Commission at the time of dissolution, in proportion to their respective dues paid in the most recent full calendar year, and in accordance with procedures established by the Board of Directors. The Commission shall continue to exist after dissolution for such period, no longer than six (6) months, as is necessary to wind up the Commission's affairs, but for no other purposes.

ARTICLE 12.
AMENDMENTS

This Agreement may be amended only by the unanimous written approval of the Councils of all Members.

IN WITNESS WHEREOF, the municipality of Inver Grove Heights has joined in and caused a counterpart of this Agreement to be signed on its behalf this 24 day of January, 2022.

By:_____
Its: Mayor

By:_____
Its: City Manager

MK_MPLS\4495\38\2376189.v4-11/3/21

AGENDA ITEM _____**4I**____

CITY OF INVER GROVE HEIGHTS

Request for Council Action

Consider Approval of an Individual Massage Therapist License for Nicholas Strand, at Inver Grove Chiropractic and Wellness Center, 2940 65th Street E.

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	X
Item Type:	Consent	Amount included in current budget	
Contact:	651-450-2513	Budget amendment requested	
Prepared by:	Rebecca Kiernan City Clerk	FTE included in current complement	
Reviewed by:	Kris Wilson	New FTE requested – N/A	
		Other	

PURPOSE/ACTION REQUESTED:

City Council is asked to consider approval of an individual massage therapist license for Nicholas Ryan Strand, at Inver Grove Chiropractic and Wellness Center, 2940 65th Street E.

SUMMARY:

An application has been submitted by Nicholas Strand for an individual therapeutic massage license.

Mr. Strand has paid the appropriate fees and provided insurance documentation as required by City Code. Mr. Strand has completed the required number of hours of therapeutic massage training and has provided an insurance certificate necessary to be a therapeutic massage therapist in Inver Grove Heights.

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

Staff recommends approval of Nicholas Strand as an Individual Massage Therapist License for Inver Grove Chiropractic and Wellness Center.

AGENDA ITEM 4J

CITY OF INVER GROVE HEIGHTS

Request for City Council Action

Consider Approval of Proposal with US Aquatics for the Replacement of the Pool Filtration, Pumps and Chemical Feed Systems

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 12, 2022	None	
Item Type:	Consent Agenda	Amount included in current budget	x
Contact:	Phil Stier 651-450-2469	Budget amendment requested	
Prepared by:	Julie Dorshak Recreation Superintendent	FTE included in current complement	
Reviewed by:	Adam Lares-Parks & Recreation Director	New FTE requested – N/A	
		Other	

PURPOSE/ACTION REQUESTED

Approve proposal in the amount of $18,200 submitted by US Aquatics to assist the city in developing the plans and specifications for the replacement of pool filtration, chemical feed systems and motor/pump assemblies for the pool equipment at the VMCC. Funding for the project is included in the 2022 VMCC CIP budget.

SUMMARY

In 2018, the city had US Aquatics perform an assessment of the VMCC/Grove's pool filtration and chemical feed systems in after we began having problems finding replacement parts for some of the equipment. In 2019, the City Council approved the Pool Filter replacement project, but after receiving bids that exceeded budget, staff decided not to move forward with the project.

Currently, a number of the pool filters, pumps and chemical feed components and systems are beginning to fail. It is imperative to move this project forward as quickly as possible to minimize impact to aquatics programs and services. Replacement parts are no longer available to conduct repairs, as the systems are over 12 years old.

City Council approved the replacement filter project in the 2022 VMCC Capital Improvement Project Budget and staff is requesting approval to enter in a contract with the original architectural and engineering firm, US Aquatics. The contract includes updating the plans and specifications and previous bid package documents.

With this approval, staff will determine the construction timeline, total project and construction costs and the impact it will have on our members, school events and Park & Recreation programs at the VMCC. Staff will make every effort to coordinate a plan that has the least amount of impact on programs and access for users of the VMCC.

The estimated project costs are as follows:

US Aquatics	$ 18,200	Plans and Specifications
TBD	$883,000	Anticipated Construction Estimate
Total	**$901,200**	**Funds Allocated in 2022 VMCC CIP**

STAFF RECOMMENDATION

Approve contract with US Aquatics in the amount of $18,200 for the development of plans and specification for the pool filter, pumps and chemical feed project.

Proposal for Design Services

Inver Grove Heights Veterans Memorial Center Pool
Inver Grove Heights, MN

June 17, 2022
City of Inver Grove Heights
Parks and Recreation
8055 Barbara Avenue East
Inver Grove Heights, MN 55077

Attn: Phil Stier
(651) 450-2469 pstier@ighmn.gov

Preamble

USAquatics, Inc. is pleased to have the opportunity to present this proposal to you for aquatic engineering and design. This proposal is based on work previously performed for the same facility, especially the assessment dated December 19, 2018, and Tom Schaffer's site visit on January 10, 2022. We understand that the scope of work may change in the performance of the work under this proposal. Significant changes to the scope of work will be accompanied by fee change proposals.

City of Inver Grove Heights (Client) wishes to enter into an agreement with USAquatics for design and consulting services. The Client and USAquatics agree to the following:

GENERAL PROJECT DESCRIPTION

Inver Grove Heights Veterans Memorial Community Center indoor pool facility containing:

- Lap pool
- Diving well
- Zero depth leisure pool
- Spa

Jurisdiction – Inver Grove Heights, MN (Dakota County)

Fee – $18,200

Work – Design work related to:

- Replace all pumps
- Replacement of all existing sand filters with regenerative media filtration systems
- Addition of UV to the lap and diving pool
- Relocate all UV systems
- Misc equipment room renovations per discussion between Tom and Owner

Schedule – Replacement/Renovation work is to begin late spring and completed before Labor Day weekend.

PART 1 - Scope of Work

1.01 Construction/Bidding Documents

A. Prepare design drawings and necessary support documentation.
   1. Demolition plans/sections as needed per chosen option.

2. All necessary plans, sections and details.
3. Specifications relating to the construction of pool elements.
4. Coordination related information as needed.

B. Prepare drawings and specifications for bidding and provide electronic copies, for aquatic portion of project.
C. Update probable cost estimate for aquatics portion of project.

1.02 Bidding

A. Answer related questions during the bidding process and contract negotiations.
B. Prepare/provide addenda as needed.
C. Review and assist with the pre-qualification of contractors as needed.

1.03 Construction Administration

A. Review appropriate shop drawings and/or submittals.
B. General consultation for construction.

1.04 Start-up and warranty

A. Consulting review of start-up and commissioning of pool systems
B. Warranty inspections/assistance as needed (expenses not included)

PART 2 - Deliverables

2.01 Construction/Bidding Documents

A. Final construction/bidding documents in electronic format.
B. Project specifications.
C. Coordination documentation.
D. Updated probable cost estimate.

PART 3 - Work Included

3.01 The following work scope is included:

A. Electrical connections related to filter, UV and pump motors
1. Supply is not included in this design scope

PART 4 - Work Not Included

4.01 The following is not included:

A. Civil Engineering
B. Architectural
C. Electrical, mechanical and plumbing design not directly related to filter, UV or pump motors
D. Construction and/or installation
E. Specialty testing
F. Fixtures, furniture and equipment
G. Decks and deck drainage systems
H. Additional fees required by the City or additional authorities

PART 5 - Schedule/Phasing

5.01 Scheduling

A. Bidding to take place mid-March.

PART 6 - Fee

6.01 Base Fee

A. The above scope is to be completed and billed as a fixed fee including expenses except as indicated in Scope above:

1. Design services	$	18,200.00
	$	**18,200.00**

B. Travel beyond trips listed above are additional to the above fixed fee

C. Additional services for change in scope to be negotiated as needed.

6.02 Reimbursable Expenses

A. Travel and production expenses are to be reimbursed per the attached schedule unless otherwise indicated above.

PART 7 - Payment Terms

7.01 Progress payments

A. Monthly progress payments are to be made for progress estimated through the end of each month of active service.

7.02 Terms

A. Payments are due within 30 days of receipt of progress invoices.

B. Late payments will be assessed interest at the rate of 1.5% per month.

PART 8 - Miscellaneous

8.01 Contract terms

A. USAquatics, Inc.'s General Conditions shall apply to all work on the Project.

PART 9 - Attachments

9.01 The following documents are attached and incorporated by reference:

A. USAquatics, Inc.'s General Conditions

B. 2022 Schedule of fees

PART 10 - Acknowledgement

10.01 Proposal acceptance and authorization to begin work

A. Signing below indicates understanding of client/engineer agreement for the scope and amounts above.

Client	Richard T. Schaffer
City of Inver Grove Heights	USAquatics, Inc.
X _____	X _____
Signature	*Signature*
	June 17, 2022
_____	_____
Date	*Date*

Schedule of Fees and Values

Personnel Charges

Time for the required performance of the Scope of Work, other than as included in contract, will be charged the Unit Price Hourly Rates stated below:

Labor Classification	Hourly Rate
• Administrative	$ 105.00
• Drafting/Design Drawing	165.00
• Technician, Junior Associate, Project Inspector, Project Manager	185.00
• Consulting Professional, Senior Associate, Architect or Engineer	225.00

Charges for contract personnel under USAquatics supervision and using USAquatics facilities will be made per the hourly rate corresponding to their classification.

Media

Media	Rate	
• 8.5x11	$ 0.25/bw page	2.00/color page
• 11x17	0.50/bw page	4.00/color page
• other sizes	1.50/sq. ft. bw	3.00/sq. ft. color
• photography	cost + 10%	
• Other and outsourced reproduction	cost + 5%	
• USB	10.00 ea.	

Travel

- Mileage for personal or company vehicles used on project assignments will be $0.58 per mile (or current Federal rate).
- Airfare, hotel and car rental will be subject to administrative charge of 10%.
- All other reimbursable costs will be subject to administrative charge of 5%.

Plan review fees

- The fees for plan review and approval by state, local or internal jurisdictions will be paid by the project owner for the exact amount as stipulated by the governing rules, regulations or policies.
- Where USAquatics is asked to pay fees on behalf of the Owner/Client, these costs shall be subject to an administrative charge of 5%.

Payment and Interest Charges

- USAquatics shall submit progress invoices to Client showing the services performed during the invoice period and the charges for those services.
- Finance charges: 1.5% per month for late payments

USAquatics, Inc.
Owner/Consultant Agreement
General Conditions

From time to time Client intends to engage USAquatics, Inc. (hereafter "Consultant") to provide professional services. These General Conditions set forth the terms and conditions which shall govern the relationships and performance of Client and Consultant, if and only if one or more Task Orders (which may be made in the form if a Proposal for Services) are agreed to. Each engagement will be documented by a Task Order and/or detailed proposal. For ease of reference "Task Order" is used to define Proposal, detailed proposal or other document that sets forth the agreed upon Scope of Services and fees.

ARTICLE 1 - SERVICES OF CONSULTANT

1.1 General

A The services to be provided by Consultant and/or any subconsultant retained by Consultant (hereafter collectively referred to as "Consultant") will include such of the Basic and Additional Services set forth in one or more Task Orders as authorized by Client. Services for each Specific Project will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided with associated costs.

B Consultant shall not be obligated to perform any prospective Task Order unless and until Client and Consultant agree as to the particulars of the Specific Project, Consultant's services, Consultant's compensation, and all other appropriate matters.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.1 General

A Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the Work for a Specific Project with appropriate professional interpretation thereof.

B Provide Consultant with the findings and reports relating to the project.

C Provide Consultant with accurate data with which the Consultant may reliably perform the work agreed to including, but not limited to, site survey information, environmental conditions, utility locations and other pertinent information.

ARTICLE 3 - TERM; TIMES FOR RENDERING SERVICES; SUSPENSION

3.1 Term

A This Agreement shall be effective and applicable to Task Orders issued hereunder.

B This Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term.

3.2 Times for Rendering Services

A The time for a party's performance will be extended to the extent performance was delayed by causes beyond the control and without the fault of the party seeking the extension. That party shall promptly notify the other party in writing when it is being delayed.

3.3 Suspension

A If Client fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase under a Task Order, or if Consultant's services are delayed through no fault of Consultant, Consultant may, after giving seven days written notice to Client, suspend services under the Task Order. Consultant shall not be responsible or liable for any costs or expenses or resulting damages from suspension of services.

ARTICLE 4 - PAYMENTS TO CONSULTANT

4.1 Payment for Services and Reimbursable Expenses of Consultant.

A Client shall pay Consultant as set forth herein and in each Task Order.

4.2 Other Payment Provisions.

A *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Client fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice, the amounts due Consultant will be increased at the rate of 1.5 percent per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Consultant may, after giving seven days written notice to Client, suspend services under any Task Order issued under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Consultant shall not be responsible or liable for any costs or expenses or resulting damages from suspension of services.

B *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

C *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for

Consultant's services shall be continued based on the Standard Hourly Rates Method of Payment.

ARTICLE 5 - OPINIONS OF COST

5.1 Opinions of Probable Construction Cost

A Consultant's opinions of probable Construction Cost (if any) are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over a Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. Consultant assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Standards and Parameters of Performance

A The standard of care for all professional Consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee or warrant the existence of conditions whose existence Consultant cannot ascertain within its services for that Specific Project.

C If Consultant provides services during the Construction Phase of a Specific Project, Consultant shall not supervise, direct, or have control over a Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing the Work. Deficiencies are to be documented and communicated in a timely manner.

6.2 Design without Construction Phase Services

A It is understood and agreed that if Consultant's Basic Services under a Task Order do not include project observation, or review of a Contractor's performance, or any other Construction Phase services, and that such services will be provided by Client or others, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Consultant that may be in any way connected thereto. In such a case, Consultant's Basic Services under the applicable Task Order will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

6.3 Use of Documents

A All Documents are instruments of service. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of Consultant) whether or not a Specific Project is completed.

B Client may make and retain copies of Documents for information and reference in connection with use on a Specific Project by Client. Such Documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant. Client shall indemnify and hold harmless Consultant and Consultant's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting there from.

6.4 Termination

A The obligation to provide further services under this Agreement or any Task Order may be terminated:

1 For cause,

a By either party upon 15 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order hereunder through no fault of the terminating party.

(1) Consultant shall have no liability to Client on account of such termination.

b Notwithstanding the foregoing, neither this Agreement nor any Task Order will terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

2 For convenience,

a By Client effective upon the receipt of notice by Consultant.

(1) Consultant shall be entitled to full payment for all services rendered up to, and including, the date of notification.

6.5 Controlling Law

A This Agreement is to be governed by the law of the state in which the principal office of the Client is

located, unless the law of the state where the Work is being performed requires that the law of that state be applied.

6.6 Successors, Assigns, and Beneficiaries

A Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.7 Dispute Resolution

A Client and Consultant agree to negotiate all disputes between them in good faith for a period not to exceed 30 days from the date of notice prior to exercising their rights according to this Agreement, or under law.

B Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to binding arbitration.

6.8 Allocation of Risks

A Indemnification

1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against any and all costs, losses, and damages, but only to the extent caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

2 To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages, but only to the extent caused by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement.

6.9 Consultant's Liability Limit

A To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents and Consultant's Consultants, and any of them, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to a Specific Project from any cause or causes shall not exceed the total compensation received by Consultant for the Task Order or the limits of Consultant's insurance, whichever is greater. Consultant will provide proof of insurance upon request.

B Consultant will maintain and keep in force for the duration of this agreement and the warranty period set forth herein a professional liability insurance policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 aggregate. The proof of insurance will be provided to the Client and a copy of the certificate of insurance will be provided to the Client each time it is renewed. In the event the policy is not maintained as agreed, the limitations of liability set forth in paragraph 6.9.A will not apply. Consultant will also give the Client a minimum of thirty (30) days notice prior to cancelling or altering any liability insurance policy providing coverage on this project.

C *Agreement Not to Claim for Cost of Certain Change Orders.* Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Consultant or in the other professional services performed or furnished by Consultant under this Agreement. Accordingly, Client agrees not to sue and otherwise to make no claim directly or indirectly against Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Change Orders, especially where first-time-costs or unjust enrichment may apply. Client agrees to hold Consultant harmless from and against any suit or claim made by the Contractor relating to any such Change Order.

6.10 Other liability limitations

A *Shop Drawing Review*. Consultant may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. Consultant's review and/or approval shall not constitute

approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Consultant's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations.

B *Pay application Review*. Any review or certification of any pay applications, or certificates of completion shall be based upon Consultant's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of Consultant's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that Consultant has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by Client.

6.11 Applicability of Master Agreement to Task Orders

A The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written amendment. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

6.12 Survival

A All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.13 Severability

Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement; Effective Date of which is as signed.

X 		X
Consultant: USAquatics, Inc.		Client:
By: Rick Schaffer		By:
Title: President		Title:
Date Signed:		Date Signed:
Address for giving notices:		Address for giving notices:
PO Box 86; 124 Bridge Ave E Delano, MN 55328		
Designated Representative:		Designated Representative:
Name: Rick Schaffer		Name:
Title: President/Project Manager		Title:
Phone Number: 763-972-5897		Phone Number:
Facsimile Number: 763-972-5864		Facsimile Number:
E-Mail Address: rick@usaquaticsinc.com		E-Mail Address:

Please fill all yellow boxes completely

MINNESOTA
LAKES BANK

INCOMING WIRE INSTRUCTIONS
TELE #763-972-4780

1. ***RECEIVING INSTITUTION:*** (Destination Institution)

UNITED BANKERS BANK
BLOOMINGTON, MN 55431
ABA #: 091001322
Swift Code: UBBKUS44 (for international wires only)

2. ***FOR CREDIT TO:*** (Beneficiary Institution) (BI)

MINNESOTA LAKES BANK FORMERLY CROW RIVER STATE BANK
DELANO, MN 55328
ACCOUNT #: 2503548

All Information is required

3. ***FOR FURTHER CREDIT TO:*** (BI's Customer)

CUSTOMER NAME - USAquatics, Inc.
ADDRESS 128 Bridge Ave E
CITY AND STATE Delano, MN 55328
AND
ACCOUNT NUMBER -# 24937466

All Information is required

AGENDA ITEM 4K

Request for Council Action

Consider Resolution Approving Union Pacific Railroad Company Reimbursement Agreements for Preliminary Engineering Services for City Project No. 2016-17 – 117th Street Reconstruction

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested – N/A	
		Other: Pavement Management Fund and JPA with Dakota County	**X**

PURPOSE/ACTION REQUESTED

The Council is asked to adopt the attached Resolution approving Union Pacific Railroad Company Reimbursement Agreements for Preliminary Engineering Services for City Project No. 2016-17 – 117th Street Reconstruction.

SUMMARY

As part of the ongoing effort to deliver the 117th Street Reconstruction project, Union Pacific Railroad Company approval is required to improve the existing railroad track crossings. 117th Street crosses the railroad's track and right-of-way at two locations in the project area. The City must enter into Union Pacific Railroad Agreements for reimbursement to begin the railroad's preliminary engineering review.

The railroad agrees to collaborate with the City for the preliminary engineering of the project in accordance with the agreements. The City agrees to reimburse the railroad $50,000 for the railroad's review of the project design, plans and/or specifications as it relates to potential impacts on existing and future railroad facilities and operations. Per the approved Joint Power Agreement, the City has 26.1% responsibility for the contract costs and Dakota County the remaining. This would put the City's share at $13,050, and County share at $36,950.

Staff recommends adoption of the Resolution Approving Union Pacific Railroad Company Reimbursement Agreements for Preliminary Engineering Services for City Project No. 2016-17 – 117th Street Reconstruction.

JM/kf

Attachment(s): Location Map
Resolution
Agreements (2)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MN

RESOLUTION APPROVING UNION PACIFIC RAILROAD AGREEMENTS FOR PRELIMINARY ENGINEERING SERVICES FOR CITY PROJECT NO. 2016-17 – 117TH STREET RECONSTRUCTION

RESOLUTION NO. 2022-017

WHEREAS, as part of City Project No. 2016-17 – 117th Street Reconstruction, the City will enter into reimbursement agreements for preliminary engineering services for two Union Pacific Railroad crossings; and

WHEREAS, the railroad agrees to collaborate with the City on the conceptualization and development of the project in accordance with the agreement; and

WHEREAS, the City will reimburse Union Pacific Railroad $50,000 for review of two railroad crossings to determine how the project will affect the railroad tracks and right-of-way at or near the project area. Per the approved Joint Power Agreement, the City has 26.1% responsibility for the contract costs and Dakota County the remaining; and

WHEREAS, if the project is approved by the railroad, the railroad shall prepare and forward the City a Construction and Maintenance Agreement and such agreement must be executed before construction begins.

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

1. Said agreements are hereby approved by the City Council of the City of Inver Grove Heights on January 24, 2022.

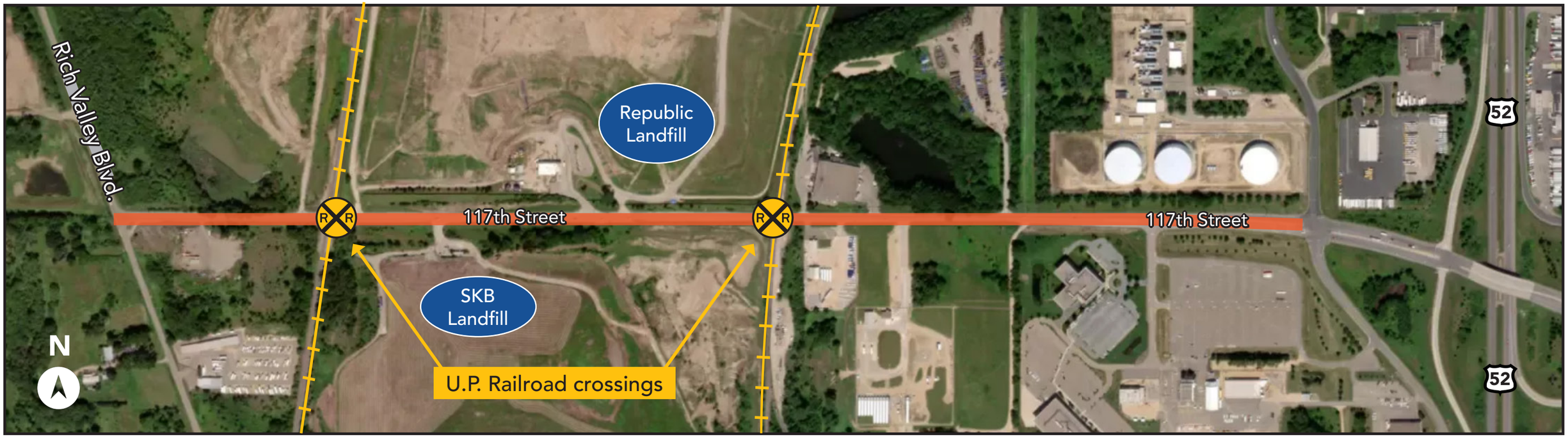
2. The City of Inver Grove Heights and staff are authorized to enter into reimbursement agreements for preliminary engineering services for two Union Pacific Railroad crossings.

3. Funding for the agreement is from Pavement Management Fund and Joint Powers Agreement with Dakota County.

_____
Tom Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk



Project Limits

CITY OF INVER GROVE HEIGHTS

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Agency: CITY OF INVER GROVE HEIGHTS, MINNESOTA

Estimate: $25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY **(Agency)**.

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto **(the Project)**.

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF INVER GROVE HEIGHTS, MINNESOTA

Signature

Tom Bartholomew
Printed Name

Mayor
Title

Signature

Rebecca Kiernan
Printed Name

City Clerk
Title

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Chris Keckeisen
Printed Name

Manager I, Engineering – Public Projects
Title

Exhibit A
Project Description and Location

Project Description

City of Inver Grove Heights, MN proposes to widen the crossing referred to below to accommodate medians and pull-out lanes for trucks.

Location

Roseport Ind. Ld.

DOT	Crossing Type	Milepost	Street Name
184917C	Public	516.219	117th Street

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Kathy Fischer
Title	Public Works Support Specialist
Address	8150 Barbara Avenue, Inver Grove Heights, MN, 55077
Work Phone	(651) 450-2570
Cell Phone	
Email	kfischer@ighmn.gov
Agency Project No.	

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Agency: CITY OF INVER GROVE HEIGHTS, MINNESOTA

Estimate: $25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and AGENCY **(Agency)**.

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto **(the Project)**.

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

1. NOW THEREFORE, the parties hereto agree as follows:

2. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

3. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on **Exhibit C**. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless if Agency declines to proceed with the Project or Railroad elects not to approve the Project.

4. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad.

5. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

6. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

7. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

8. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF INVER GROVE HEIGHTS, MINNESOTA

Signature

Tom Bartholomew
Printed Name

Mayor
Title

Signature

Rebecca Kiernan
Printed Name

City Clerk
Title

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Chris Keckeisen
Printed Name

Manager I, Engineering – Public Projects
Title

Exhibit A
Project Description and Location

Project Description

City of Inver Grove Heights, MN proposes to widen the crossing referred to below to accommodate medians and pull-out lanes for trucks.

Location

Albert Lea Subdivision

DOT	Crossing Type	Milepost	Street Name
876418Y	Public	338.29	117th Street

Exhibit B
Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

Name	Kathy Fischer
Title	Public Works Support Specialist
Address	8150 Barbara Avenue, Inver Grove Heights, MN, 55077
Work Phone	(651) 450-2570
Cell Phone	
Email	kfischer@ighmn.gov
Agency Project No.	

AGENDA ITEM **4L**

Request for Council Action

Approval of Custom Grading Agreement and Storm Water Facilities Maintenance Agreement for 9178 Dalton Ct

		Fiscal/FTE Impact	**Mark all that apply**
Meeting Date:	January 24, 2022	None	**X**
Item Type:	Consent	Amount included in current budget	
Contact:	Thomas J. Kaldunski 651-315-6336	Budget amendment requested	
Prepared by:	Thomas J. Kaldunski City Engineer	FTE included in current complement	
Reviewed by:		New FTE requested – N/A	
		Other	Engineering Escrow provided by owner

PURPOSE/ACTION REQUESTED

The Council is asked to approve a Custom Grading Agreement and a Storm Water Facilities Maintenance Agreement for 9178 Dalton Ct.

SUMMARY

The owners of 9178 Dalton Ct are affected by City Ordinance Title 9, Chapter 5, Section 9-5-5. This ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure proposed development meets current City standards for grading, erosion control and storm water management.

The owners, Nathan Wanderman and Robalee Wanderman, have provided the required grading and erosion control plans. They have signed the Custom Grading Agreement (attached) which spells out the conditions to be met. An engineering escrow of $4,000 has been provided to cover costs incurred by the City for review and inspection of the site grading. A building permit has been applied for and a $10,000 LOC or cash surety has been provided.

The owners have also executed a Storm Water Facilities Maintenance Agreement for an infiltration basin to be constructed on the site.

Staff recommends the Council approve the Custom Grading Agreement and Storm Water Facilities Maintenance Agreement relating to 9178 Dalton Ct

TJK/np

Attachment: Custom Grading Agreement
Storm Water Facilities Maintenance Agreement

CUSTOM GRADING AGREEMENT
FOR
9178 DALTON COURT
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
9178 DALTON COURT,
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 10th day of January, 2022, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and

2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 OWNER. "Owner" means Nathan Wanderman and Robalee Wanderman, husband and wife, and their successors and assigns.

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

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

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

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

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

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

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

1.10 OTHER REGULATORY AGENCIES. "Other Regulatory Agencies" means and includes the following:

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

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

1.11 UTILITY COMPANIES. "Utility Companies" means and includes the following:

a.) utility companies, including electric, gas and cable

b.) pipeline companies.

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the Property or transferred pursuant to this Custom Grading Agreement.

1.13 IMPROVEMENTS. "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.14 OWNER DEFAULT. "Owner Default" means and includes any of the following or any combination thereof:

a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;

b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) breach of the Owner Warranties.

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

1.16 OWNER WARRANTIES. "Owner Warranties" means that the Owner hereby warrants and represents the following:

A. AUTHORITY. Owner has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform its obligations under this Custom Grading Agreement.

B. FULL DISCLOSURE. None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

C. PLAN COMPLIANCE. The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. **FEE TITLE.** The Owner owns fee title to the Property.

E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by it under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

1.17 **CITY WARRANTIES.** "City Warranties" means that the City hereby warrants and represents as follows:

A. **ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

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

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

If to Owner:
Nathan Wanderman and Robalee Wanderman
9178 Dalton Court
Inver Grove Heights, MN 55076

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

1.19 PROPERTY. "Property" means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A** attached hereto.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions and subject to the conditions and requirements set forth by the City Engineer, the City hereby approves the Development Plans.

2.2 RECORDING. This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No building permit shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3
IMPROVEMENTS

3.1 IMPROVEMENTS. The Owner shall install, at their own cost, the Improvements in accord with the Development Plans. The Owner Improvements shall be completed by the dates shown on Appendix 2, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Custom Grading Agreement after expiration of time by which the Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the Improvements are completed to the City's satisfaction.

3.2 GROUND MATERIAL. The Owner shall ensure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 GRADING/DRAINAGE PLAN. The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the Property shall be completed in conformance with the Development Plans.

3.4 BOULEVARD AND AREA RESTORATION. The Owner shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on

a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or their agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

3.6 LANDSCAPING. Site landscaping shall be in accordance with the Development Plans.

3.7 DRIVEWAY. If a driveway is proposed to be constructed, the Owner must construct the driveway per City requirements.

3.8 EROSION CONTROL. The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the Owner's sureties.

Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions. Note: All corrected lines, grades and elevations shall have a line drawn through the original text and the new information placed nearby;

the original information or text shall not be erased.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

ARTICLE 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

5.2 CITY MISCELLANEOUS EXPENSES. The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

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

ARTICLE 6
OWNER WARRANTIES

6.1 STATEMENT OF OWNER WARRANTIES. The Owner hereby makes and states the Owner Warranties.

ARTICLE 7
CITY WARRANTIES

7.1 STATEMENT OF CITY WARRANTIES. The City hereby makes and states the City Warranties.

ARTICLE 8
INDEMNIFICATION OF CITY

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

a.) breach by the Owner of the Owner Warranties;

b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) failure by the Owner to pay contractors, subcontractors, laborers, or material;

e.) failure by the Owner to pay for materials;

f.) approval by the City of the Development Plans;

g.) failure to obtain the necessary permits and authorizations to construct the Improvements;

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs, that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

a.) the City may specifically enforce this Custom Grading Agreement;

b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 10 hereof;

c.) the City may suspend or deny building and occupancy permits for the Property;

d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

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

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

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of an Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10

ESCROW DEPOSIT

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of $10,000.

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2024. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2024, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

a.) a Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2024.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.16 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ENGINEERING ESCROW AMOUNT. By way of a Storm Water Facilities Maintenance Agree of even date herewith, the Owner has deposited $4,000 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement. The Engineering Escrow Amount may be used for the reasons set forth in the Storm Water Facilities Maintenance Agreement and also for the reasons set forth in this paragraph 10.3 of this Custom Grading Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and vegetative cover and landscaping on the Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

a.) all of the landscaping and vegetative cover has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited $4,000 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11
MISCELLANEOUS

11.1 CITY'S DUTIES. The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

11.2 NO THIRD-PARTY RECOURSE. Third parties shall have no recourse against the City under this Custom Grading Agreement.

11.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Custom Grading Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Custom Grading Agreement.

11.4 RECORDING. The City shall, at Owner's cost, record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

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

11.8 GOVERNING LAW. This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

11.10 HEADINGS. The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

11.11 INCONSISTENCY. If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

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

[the remainder of this page has been intentionally left blank – signatures to follow]

IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

_____
Notary Public

OWNER:

_____
Nathan Wanderman

_____
Robalee Wanderman

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Nathan Wanderman and Robalee Wanderman, husband and wife.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:	**AFTER RECORDING, PLEASE RETURN DOCUMENT TO:**
Timothy J. Kuntz LeVander, Gillen, & Miller, P.A. 1305 Corporate Center Drive, Suite 300 Eagan, MN 55121 (651) 451-1831	Timothy J. Kuntz LeVander, Gillen & Miller, P.A. 1305 Corporate Center Drive, Suite 300 Eagan, MN 55121 (651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

All that part of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 27, Range 22 lying Northerly and Westerly of the right of way of the Chicago and North Western Transportation Company, according to the United States Government Survey thereof and situate in Dakota County, Minnesota, Except any part thereof which lies within the following described property: That part of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 27, Range 22, described as follows: Commencing at a point 2 chains and 33 links West of the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section, thence west 17 chains and 67 links to the Northwest corner of said Northeast 1/4 of the Northwest 1/4, thence South 11 chains, thence East 10 chains and 75 links to the West line of the Chicago & Great Western Railway right-of-way; thence in a Northerly direction along the said West right-of-way line of said Railway to the place of beginning, Dakota County, Minnesota

ABSTRACT
PID: 20-02300-26-011

APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Grading, Drainage & Erosion Control Plan		
Storm Water Plan		

The Development Plans were approved by the City Engineer on _____.

APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the Improvements.

CHECKED	COMPLETION DATE	IMPROVEMENT
___	Prior to obtaining building permit or 12-31-22, whichever occurs first	Grading, drainage, and sediment & erosion control
___	12-31-22	Storm water facilities (infiltration basin and associated vegetation)
___	Prior to certificate of occupancy	Driveway
___	Prior to certificate of occupancy	As-built

STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR 9178 DALTON COURT, INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 10th day of January, 2022, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Nathan Wanderman and Robalee Wanderman, husband and wife (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 Nathan Wanderman and Robalee Wanderman, husband and wife, and their successors and assigns.

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

> The infiltration basin and associated vegetation being constructed and installed on Landowner Property as depicted on the Storm Water Facility Plan; together with the outfall pipe and anti-seepage collar, and the inlet pipe, stormwater controls, gutters, downspouts, stormwater manholes, and catch-basins.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means the Grading, Drainage & Erosion Control Plan dated _____prepared by _____and approved by the City Engineer on _____. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

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

1.7 Responsible Owner. "Responsible Owner" means, jointly and severally, all of the following:

> The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

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

1.9 Custom Grading Agreement. "Custom Grading Agreement" means that certain Custom Grading Agreement between the City and Landowner dated January 10, 2022.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans referenced in the Custom Grading Agreement, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

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

a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. By December 31, 2022, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City. The driveway drainage shall be directed to Dalton Court or to the infiltration basin. The roof drainage shall be directed to the infiltration basin using gutters and downspouts.

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

The Responsible Owner shall also be responsible for preserving any existing wetlands per the 1991 Wetland Conservation Act to protect the natural occurring wetlands. Improvements on the proposed plan to the Landowner Property shall be constructed in accordance with the City's Fourth Generation Water Resources Plan per the model prepared by the City.

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

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

a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and

b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and

c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;

d. The Standard of Maintenance shall comply with the Residential Bioretention Basin (STM-15) dated January 2017, attached hereto as **Exhibit E**;

e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;

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.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B.** The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

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

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS

readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

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

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

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City.

Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

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

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

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
ESCROW DEPOSIT

4.1 Engineering Escrow Amount. The Landowner has deposited $4,000 in cash with the City (hereafter "Engineering Escrow Amount") prior to execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited $4,000 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5
CITY'S COVENANTS

5.1 Approval of Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the conditions set forth by the City in the Custom Grading Agreement are met, the City will approve the Development Plans identified in the Custom Grading Agreement.

ARTICLE 6
MISCELLANEOUS

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

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

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

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

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

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

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

If to Landowner: Nathan Wanderman and Robalee Wanderman
9178 Dalton Court
Inver Grove Heights, MN 55076

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURES TO FOLLOW]

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

CITY OF INVER GROVE HEIGHTS

By: _____
Tom Bartholomew
Its: Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

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

_____
Notary Public

LANDOWNER:

_____
Nathan Wanderman

_____
Robalee Wanderman

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Nathan Wanderman and Robalee Wanderman, husband and wife.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY: **Timothy J. Kuntz** **LeVander, Gillen, & Miller, P.A.** **1305 Corporate Center Drive, Suite 300** **Eagan, MN 55121** **(651) 451-1831**	**AFTER RECORDING, PLEASE RETURN DOCUMENT TO:** **Timothy J. Kuntz** **LeVander, Gillen & Miller, P.A.** **1305 Corporate Center Drive, Suite 300** **Eagan, MN 55121** **(651) 451-1831**

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

All that part of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 27, Range 22 lying Northerly and Westerly of the right of way of the Chicago and North Western Transportation Company, according to the United States Government Survey thereof and situate in Dakota County, Minnesota, Except any part thereof which lies within the following described property: That part of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 27, Range 22, described as follows: Commencing at a point 2 chains and 33 links West of the Northeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section, thence west 17 chains and 67 links to the Northwest corner of said Northeast 1/4 of the Northwest 1/4, thence South 11 chains, thence East 10 chains and 75 links to the West line of the Chicago & Great Western Railway right-of-way; thence in a Northerly direction along the said West right-of-way line of said Railway to the place of beginning, Dakota County, Minnesota

ABSTRACT
PID: 20-02300-26-011

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

OPERATIONS & MAINTENANCE PLAN

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

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	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	Responsible Owner unless designated otherwise
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	Responsible Owner unless designated otherwise
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	Responsible Owner unless designated otherwise
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3” to 4” depth	If applicable, add shredded hardwood mulch	Responsible Owner unless designated otherwise
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Responsible Owner unless designated otherwise
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Responsible Owner unless designated otherwise
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer’s recommendations	Responsible Owner unless designated otherwise
8. Replacement of the bio-retention device.	Bio-retention device failure.	The Responsible Owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Responsible Owner unless designated otherwise

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET

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

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

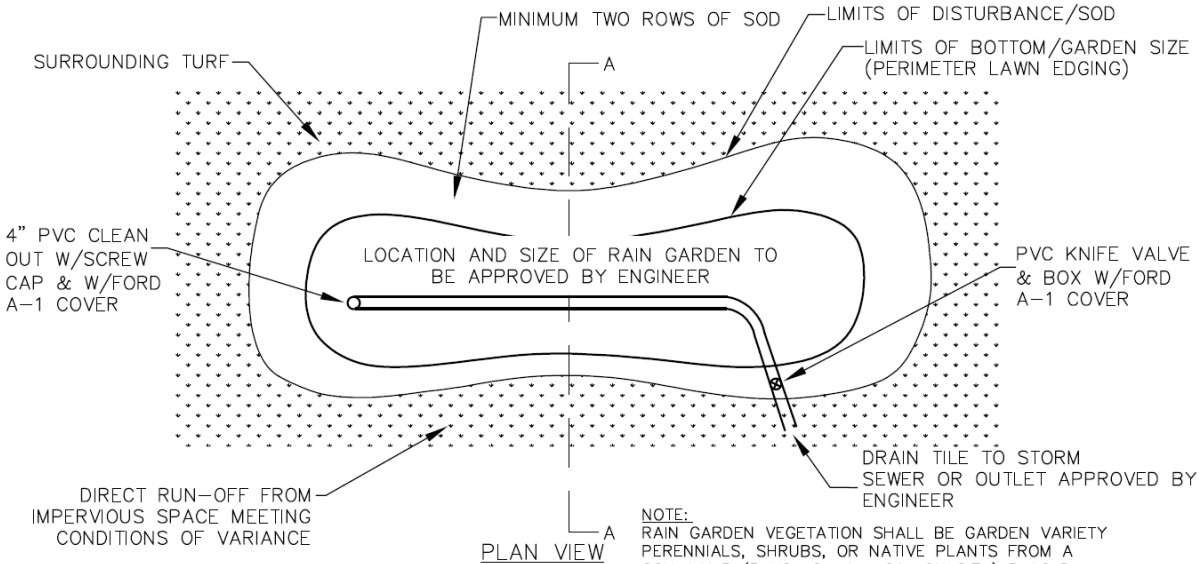
* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

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

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

EXHIBIT D
STORM WATER FACILITY PLAN

EXHIBIT E
RESIDENTIAL BIORETENTION BASIN (STM-15)

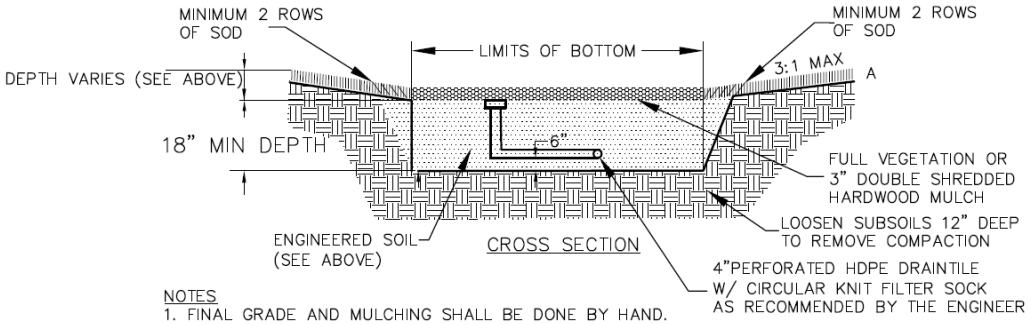


NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	6"

ENGINEERED SOIL (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTROMETOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

AREA OF ADDED IMPERVIOUS SURFACE AGREED TO BE TREATED (A) = _____ (SF)
VOLUME OF STORM WATER TO BE STORED (0.29 X A) = _____(CF)



NOTES
1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
   (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
   (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
   (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
   (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.

	RESIDENTIAL BIORETENTION BASIN		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	01/17	**PLATE NO.** STM-15

AGENDA ITEM 4M

CITY OF INVER GROVE HEIGHTS

Request for City Council Action

Approve Resolution to Authorize and Accept 2021 Donations and Sponsorships to the Parks and Recreation Department

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Consent Agenda	Amount included in current budget	x
Contact:	Julie Dorshak 651-450-2588	Budget amendment requested	
Prepared by:	Julie Dorshak Recreation Superintendent	FTE included in current complement	
Reviewed by:	Adam Lares-Parks & Recreation Director	New FTE requested – N/A	
		Other	

PURPOSE/ACTION REQUESTED

City Council is asked to approve a resolution to authorize and accept donations and sponsorships to the Parks and Recreation Department totaling $17,433 for various parks and recreation programs/events from January 1, 2021- December 31, 2021.

SUMMARY

The City of Inver Grove Heights is generally authorized to accept donations of real and personal property pursuant to MN Statutes Section 465.03 for the benefits of its citizens. The Parks and Recreation Department receives various donations, sponsorships and grants from businesses and other organizations to support and enhance recreation programs and events. Below is a summary of the donations. Please see attached detail for specific contributors.

Business/Organization	Amount/Value	Purpose
Various Businesses	$5,080	Heritage Village Dog Park
Various Businesses (13 local businesses provided cash sponsorships; 1 business provided an in-kind donation)	$4,175	Holidays in the Heights *escrow account separate from Recreation budget/administered by Recreation
Spartan Kids Camp Fundraiser	$1,028	Heritage Village Park Inclusive Playground
Various Businesses	$5,350	Miscellaneous Youth and Family Programs
Various Businesses	$1,850	Safety Camp
TOTAL	**$ 17,483**	

STAFF RECOMMENDATION

Approve resolution to authorize and accept 2021 donations and sponsorships to the Parks and Recreation Department.

RESOLUTION NO. 2022-018

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

A RESOLUTION AUTHORIZING AND ACCEPTING DONATION

WHEREAS, the City of Inver Grove Heights (City) is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts; and

WHEREAS, various businesses donate money and goods to the City, which are to be used for supporting Parks and Recreation programs; and

WHEREAS, such donations has been contributed to the City for the benefit of its citizens, as allowed by law; and

WHEREAS, the City is appreciative of the donation and finds that it is appropriate to accept the donation.

NOW, THEREFORE, be it resolved that the City Council of the City of Inver Grove Heights does hereby accept the donation of funds and in-kind product in the amount of $17,483 to be used for a variety of programs as shown in attached document.

Approved by the City Council of the City of Inver Grove Heights, Minnesota this 24th day of January, 2022.

INVER GROVE HEIGHTS

_____
Tom Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

YTD Donations ... January - December 2021			
Company	**Cash**	**In-Kind**	
	Amount	**Amount**	
HVP Dog Park			
Friends of the IGH Dog Park	249.85		
Moose Lodge IGH	250.00		
Jim & Karen Taylor		3,850.00	20 native 20-gallon trees
IGH Brewery Fundraiser	700.00		
Mr. & Mrs. Marc (Cheryl) Remhoff	30.00		
	1,229.85	***3,850.00***	
Holiday in the Heights			
Volkswagen of IGH	500.00		
State Farm/Youmans Agency	100.00		
Frattalones Dawnway	1,000.00		
Summit Funeral & Cremation	100.00		
Kwik Trip	250.00		
Edward Jones/John Murphy	100.00		
SK Income Tax	100.00		
IGH Brewing	100.00		
JR's Advance Recyclers	500.00		
Coratel Inn	100.00		
Culligan IGH	100.00		
Total Construction	1,000.00		
Inver Grove Hyundai	100.00		
Caribou Coffee		125.00	Coffee for Skate with Santa
	4,050.00	***125.00***	
HVP Inclusive Playground			
Spartan Kids Camp fundraiser	***1,027.93***		
	1,027.93	***0.00***	
Miscellaneous			
River Hts Arts Alliance	500.00		Music in the Parks
Heartland Credit Union	600.00		Egg Hunts
John Murphy/Edward Jones	100.00		Summer Events
Total Construction	250.00		$125/Youth Soccer, $125/Flag Football
Heppner's Autobody	100.00		Touch a Truck
IGH Animal Hospital	500.00		$250/Let's Pawty, $250/Flag Football
Summit Funeral & Cremation	250.00		Let's Pawty
City Auto Glass	100.00		Let's Pawty
Volkswagan of IGH	500.00		Ghostly Gathering
State Farm/Youmans Insurance	100.00		Summer Events
Key Community Bank	1,000.00		$750/Family Special Events,$250/VMCC Special Events
Sanimax USA	300.00		Ghostly Gathering
Culligan	100.00		Family Special Events(sent for Safety Camp, but sent too late)
Dakota Electric	200.00		Swim Safety programs
Therapy OPS	500.00		$250/Healthy Living Fair, $250/Youth Sports
B52's	250.00		Youth Sports
	5,350.00	***0.00***	
Safety Camp			
Ulitmate Carpet & Upholstery	100.00		
Bituminous Roadways	250.00		
Point North Networks	250.00		
Edward Jones Investments	250.00		
B52's	250.00		
Total Construction	250.00		
Mathias Die Co.	250.00		
Gallagher-Hansen VFW #295 & Auxillary	250.00		
	1,850.00	***0.00***	
Totals	**$13,507.78**	**$3,975.00**	
Total Donations - 2021 YTD	**$17,482.78**		

AGENDA ITEM 4N

Request for Council Action

Approve Portable Toilet Contract

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Consent Agenda	Amount included in current budget	x
Contact:	Adam Lares-651-450-2587	Budget amendment requested	
Prepared by:	Brian Swoboda-651-450-2582	FTE included in current complement	
Reviewed by:	Adam Lares-Parks & Recreation Director	New FTE requested – N/A	
		Other	

PURPOSE/ACTION REQUESTED

The Council is asked to approve a three-year contract with Rent N' Save (Nature Calls) for portable toilets throughout our Park System. The contract would run from April 1, 2022 to March 31, 2025. This expense is included in the annual Parks Department Operation Budget.

SUMMARY

Quotes were received from three vendors for provision/servicing of portable toilet facilities for a three-year contract. Request included quotes for Regular, Handicap, Service 1 time/week, Service 2 time/week, Special Events, and Damage Waiver. The low quote was received from Rent N' Save for a monthly rate of $70.00 per Regular Unit with 1 time/week cleaning and $165.00 per Handicap Unit with a one time/week cleaning. All quotes also contain damage waiver protection, to prevent the City from any liability for damage or destroyed units including vandalism and arson. The bid tabulation is below.

	Rent N' Save	Biffs	On Site Sanitation
Regular Unit Cleaned Weekly	$70.00/Month	$96.00/Month	$105.00/Month
Handicap Unit Cleaned Weekly	$165.00/Month	$200.00/Month	$200.00/Month
Regular Unit Special Event	$62.00/Event	$85.00/Event	$105.00/Event
Handicap Unit Special Event	$130.00/Event	$180.00/Event	$200.00/Event
Damage Waiver	Included	Included	Regular Unit- $350.00 Handicap Unit- $850.00





504 Wilson Avenue
Faribault, MN 55021
Phone 651-454-4441 or 800-289-6428
info@portablerestroomsmn.com

City of Inver Grove Heights

Attn: Brian Swoboda

8168 Barbara Avenue

Inver Grove Heights, MN December 21, 2021

Brian,
Thanks for the opportunity to provide you with a quote for April 1, 2022 – 3/31/2025 for portable rest rooms. Below is my pricing for the 3 year term:

Standard portable rest rooms per month	$70.00 (Includes damage waiver)
Handicap portable rest room per month	$165.00 (Includes damage waiver)
Standard portable rest room for special event	$62.00
Handicap portable rest room for special event	$130.00
Twice a week service on rest rooms	$65.00 per unit per month

There is no charge for delivering, picking up or staking down a unit, as long as it isn't a delivery emergency.
We will always prorate the last month of service on each unit.
All units have a waterless hand sanitizer installed in them at no additional cost.
All pricing is PER MONTH pricing.
We can service on a specified day of the week at your request
We can pick up units as scheduled or at your request.
My rates will remain the same for the three year term

Thanks for the opportunity to give you pricing. Let me know if you have any questions.
Sincerely,
Leah Budde

Leah 651-454-4441

AGENDA ITEM 4O

Request for Council Action

Consider Approval of Legal Services Agreement-Landfill Matters

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Consent	Amount included in current budget	
Contact:	Bridget Nason, City Attorney	Budget amendment requested	
Prepared by:	Bridget Nason, City Attorney	FTE included in current complement	
Reviewed by:	Kris Wilson, City Administrator	New FTE requested – N/A	
		Other	**x**

PURPOSE/ACTION REQUESTED:

The City is the home of several landfills, which are the subject of various Host Community Agreements (HCA). In the past, when issues have arisen related to the Host Community Agreements or Non-Conforming Use Certificates, the City has utilized outside legal counsel with specific expertise in this particular area of law to work with the City Attorney to represent the City in these specialized landfill matters.

SUMMARY:

The Council is asked to consider approval of the attached Legal Services Agreement with the Greene Espel Law Firm for certain landfill-related legal services.

GREENE ESPEL PLLP

John M. Baker
612-373-8344 *direct*
JBaker@greeneespel.com

January 11, 2022

VIA E-MAIL

Tim Kuntz
City of Inver Grove Heights City Attorney
Levander, Gillen & Miller
1305 Corporate Center Drive, Suite 300
Eagan, MN 55121
tkuntz@levander.com

Re: *Engagement of Greene Espel by the City of Inver Grove Heights*

Dear Tim:

We appreciate the opportunity to represent the City of Inver Grove Heights ("IGH," "City", or "Client") in connection with advice to and representation of the City of Inver Grove Heights regarding [redacted] ("the Matter"). This letter confirms our agreement for legal services, and we encourage you or the City to bring questions and concerns to our attention at this time.

1. **SCOPE:** Greene Espel's representation of IGH will be confined to the Matter. Greene Espel is not undertaking to represent IGH in connection with any issue other than the Matter. Greene Espel is not undertaking to provide tax advice of any kind. If the City would like Greene Espel to do work beyond the scope of the Matter, we would need to memorialize such an arrangement by separate letter.

2. **INFORMATION & ACCESS:** IGH agrees to provide Greene Espel with complete information and all documents needed for the Matter, and access to all persons within its control who may have information concerning matters within the scope of Greene Espel's representation.

3. **DOCUMENT PRESERVATION.** The City must preserve all documents, files, and information that may be in any way relevant to the Matter. This includes both paper and electronically stored information. If the City has hard-copy files, computers, email systems, mobile devices, or other systems that contain files, documents, or information relevant to the Matter, it must ensure that none of it is altered or deleted. Once we are engaged, we may provide the City with additional advice and instructions on the preservation of documents relevant to the Matter.

4. **PERSONNEL & RATES:** The City will pay Greene Espel's legal fees on the basis of time actually expended on the Matter in increments of one-tenth of an hour. The attorneys,

paralegals, and other personnel who we anticipate will perform work on the Matter include the following:

Name	Hourly Rate
John M. Baker	$563
Aaron P. Knoll	$330
Senior Paralegal	$248

Additional attorneys, paralegals, or other timekeepers, beyond those listed above, may also perform work on the Matter. These rates are subject to periodic increase, with the City's approval, usually at the change of a calendar year.

5. **COSTS:** IGH will reimburse Greene Espel for out-of-pocket expenses incurred in connection with the Matter, including but not limited to fees and costs for experts, consultants, local counsel, contract attorneys and related expenses, special masters, court filing fees, travel (including business class airfare for international travel), messengers, photocopying/scanning, computer-assisted research, transcripts, court reporters, graphics, document management, data storage, and the like. This agreement authorizes us to incur such costs and to receive reimbursement from IGH. We may require that the City pay certain out-of-pocket costs directly. We also require that the City reimburse Greene Espel at a rate of $75 per hour for after-hours support necessitated by a client request. Such charges would accrue, for example, when support personnel are required to stay and complete filings received late in the day or when Greene Espel's facilities are used for after-hours depositions or meetings.

6. **TERMINATION:** While neither IGH nor Greene Espel anticipates that termination of the representation will be necessary until the matter is finally resolved, it is prudent to memorialize the terms under which termination may occur and the obligations after termination. IGH may end this relationship at any time by notifying Greene Espel in writing. Upon such notice, we will withdraw from representation as soon as practical, consistent with our ethical obligations and the requirements of any tribunal in which the Matter is pending. In certain circumstances court approval may be required before we can withdraw. If the City elects to terminate this relationship when fees or costs have been incurred but not paid, the City's termination will not affect its obligation to pay us for those fees or costs. Greene Espel may suspend further work and withdraw from all matters on which it has been engaged by the City if it fails to honor this agreement (including the provision for payment of fees for services rendered and expenses incurred), if the City fails after repeated requests to cooperate in our representation, if the City materially changes the scope of our engagement, or if Greene Espel determines that it cannot

legally or ethically continue the representation. In any of these events, the City will be required to sign any documents necessary to permit our withdrawal as counsel of record. Such a suspension of work or withdrawal will likewise not affect the City's obligation to pay for fees or costs that have been incurred.

7. **APPLICABLE LAW & EFFECTIVE DATE:** This agreement is entered into within the State of Minnesota and is to be interpreted in accordance with Minnesota law. This agreement is effective as of the date Greene Espel first rendered legal services in this matter.

8. **ARBITRATION:** Unless otherwise mutually agreed in writing, any controversy or claim arising out of or relating to this agreement, or otherwise arising out of or relating to the Matter or to Greene Espel's services or billings, shall be resolved through private, confidential, binding arbitration. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of this provision, shall be governed by the Federal Arbitration Act and resolved by the arbitrator. Unless otherwise mutually agreed in writing, any such arbitration shall be conducted in English by a single arbitrator in Minneapolis, Minnesota, pursuant to the Commercial Rules of the American Arbitration Association. If Greene Espel prevails in any such arbitration, the City will also be required to reimburse us for any legal fees and costs that we incur in the arbitration and any subsequent collection proceedings. This provision binds the parties and their respective owners, partners, shareholders, officers, agents, successors, assigns, heirs, and affiliates.

If the City agrees to these terms, please have the City Administrator or the City's Finance Director sign and return the confirmation below for our records. If you or the City have concerns about the terms of our engagement, please bring them to our attention or discuss them with independent legal counsel. If we do not receive the signed confirmation, but nevertheless perform work on the Matter at the City's request, then these terms will govern our work. We look forward to working with you and the City regarding this engagement.

Very truly yours,



John M. Baker

JMB/sdm
c: Bridget McCauley Nason (bnason@levander.com)

AGREED:

CITY OF INVER GROVE HEIGHTS

By: _____
(signature)

Tom Bartholomew
(print name)

Title: Mayor

Date: January 24, 2022

By: _____
(signature)

_Rebecca Kiernan__
(print name)

Title: ___City Clerk_____

Date: __January 24, 2022_____

CITY OF INVER GROVE HEIGHTS

AGENDA ITEM 5A

Request for Council Action

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

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Public Hearing	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested – N/A	
		Other: Pavement Management Fund, Stormwater Utility Fund, Water Fund, Sewer Fund and Special Assessments	**X**

PURPOSE/ACTION REQUESTED

The Council is asked to conduct a public hearing and then consider a Resolution ordering project and authorizing preparation of plans and specifications for the 2022 Pavement Management Program, City Project No. 2022-09E – Alison Way Area Rehabilitation.

SUMMARY

On December 13, 2021, the City Council received the feasibility report and scheduled the improvement hearing for City Project No. 2022-09E - Alison Way Area Rehabilitation.

The feasibility report, which was prepared by Bolton & Menk, recommends a 2-inch mill and overlay with minor utility rehabilitation work and limited curb repair. The feasibility report includes preliminary design with cost estimate, preliminary budget, existing utility analysis, outreach to affected property owners and a project schedule.

The total estimated project cost is $1,508,000. Funding will come from the pavement management fund, stormwater utility fund, sewer fund, water fund, and special assessments. The City assessment policy for the recommended improvements is 80% of the street and storm water project costs. The policy assessment amount for the 242 single family properties is $4,207 per lot. A benefit analysis report by an independent appraiser provided a benefit amount of up to of $9,600 per single family property. The recommended assessment is therefore the policy amount of $4,207 per lot.

Residents were provided project information, an opportunity for questions and feedback at a virtual open house and correspondence with project staff by email or phone calls. A total of 12 residents participated in the January virtual information meeting. (A total of 13 residents participated in open houses held in December).

Based on city and resident feedback, residents were presented a revised schedule at the January information meeting, with the assessment hearing to be scheduled after construction, once all costs are finalized. The attached Resolution includes a statement to approve a revised project schedule to award and construct the project prior to scheduling and holding the assessment hearing.

Staff recommends passage of the resolution ordering the project and authorizing preparation of plans and specifications for City Project No. 2022-09E - Alison Way Area Rehabilitation.

JM/kf

Attachments: Resolution
Preliminary Assessment Map
Preliminary Assessment Roll
Revised Project Schedule

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-019

RESOLUTION ORDERING IMPROVEMENT AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2022 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2022-09E – ALISON WAY AREA REHABILITATION

WHEREAS, On December 13, 2021, City Council received the feasibility report by Bolton & Menk and called for a public hearing on the proposed improvement project, 2022 Pavement Management Program, for City Project No. 2022-09E – Alison Way Area Rehabilitation; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on January 24, 2022, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, a proposal was approved by City Council on October 11, 2021, for final design, bidding, and construction management services from Bolton & Menk for City Project No. 2022-09E.

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

1. Such improvement is hereby ordered as proposed in the Council resolution adopted January 24, 2022.

2. Project contract documents (plans and specifications) are authorized to be prepared by staff and Bolton & Menk.

3. Project is being funded by the Pavement Management Fund, Stormwater Utility Fund, Water Fund, Sewer Fund and Special Assessments.

4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

5. The revised project schedule to award and construct the project prior to scheduling and holding the assessment hearing is hereby approved.

Adopted by the City Council of Inver Grove Heights this 24th day of January 2022.

_____
Tom Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

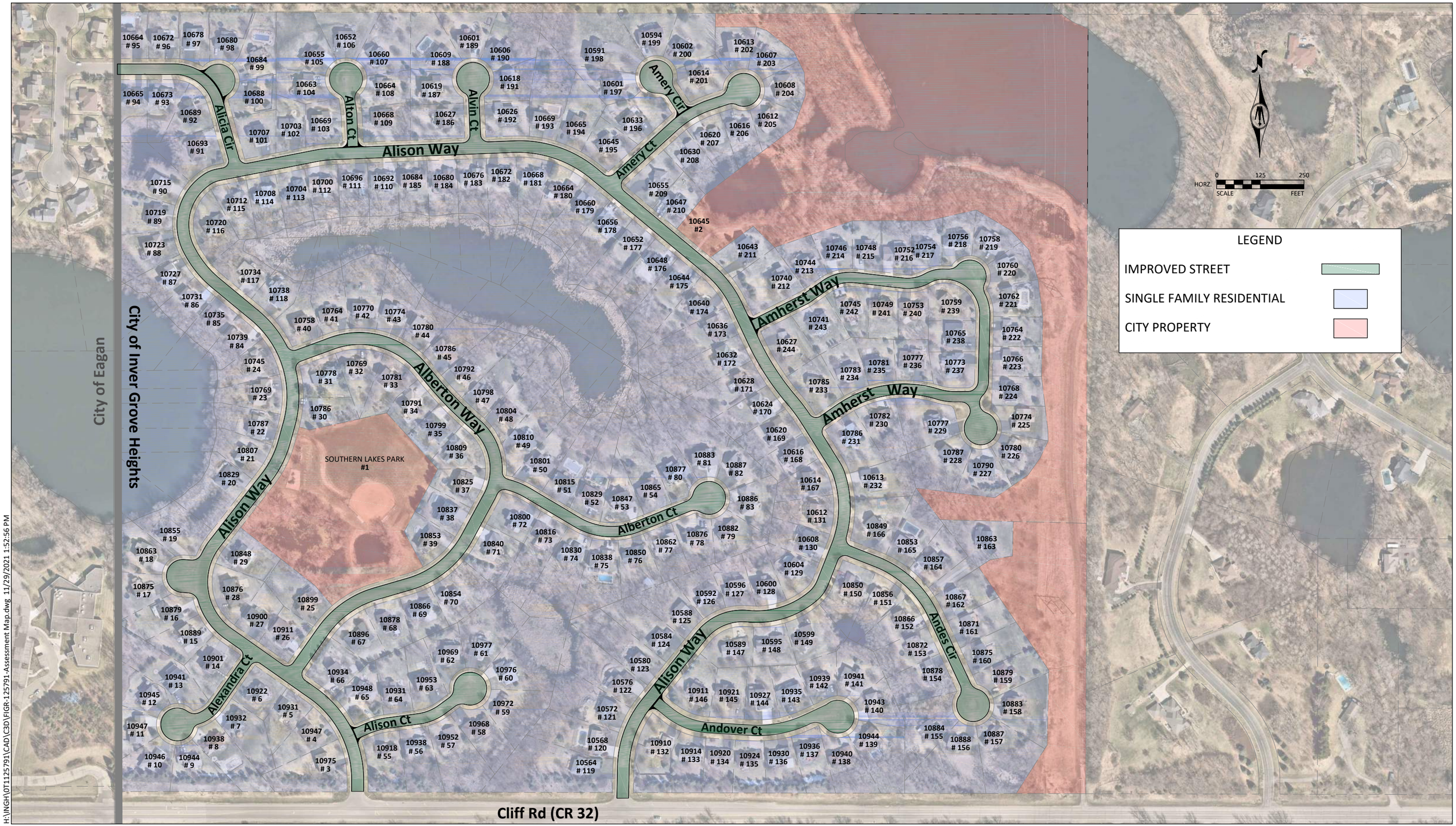
Alison Way Area Street Rehabilitation (CP 22-09E)

Inver Grove Heights, MN

Figure 3: Assessable Parcels Map

November 2021

BOLTON & MENK



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PRELIMINARY ASSESSMENT ROLL
Alison Way Area Street Rehabilitation
City Project No. 2022-09E

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
1	207139500010	CITY	CITY OF INVER GROVE HEIGHTS	ADDRESS UNASSIGNED	$50,022.09		**$50,022.09**
2	207139900010	CITY	CITY OF INVER GROVE HEIGHTS	10645 ALISON WAY	$10,133.09		**$10,133.09**
3	207139501010	SF	CARLSON JASON W	10975 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
4	207139501020	SF	YOUNG DARREN & ANUPAMA V	10947 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
5	207139501030	SF	OTREMBA BRADLEY A TSTE	10931 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
6	207139501040	SF	OLSON CORY G & MINDY J	10922 ALEXANDRA CT	$4,207.33	$9,600.00	**$4,207.33**
7	207139501050	SF	BROSSART MARK A & JANE F	10932 ALEXANDRA CT	$4,207.33	$9,600.00	**$4,207.33**
8	207139501060	SF	OTTO DALE	10938 ALEXANDRA CT	$4,207.33	$9,600.00	**$4,207.33**
9	207139501070	SF	BRUNER JOHN A & MOLLY K	10944 ALEXANDRA CT	$4,207.33	$9,600.00	**$4,207.33**
10	207139501080	SF	WAKEFIELD BRUCE E & CAROL J	10946 ALEXANDRA CT	$4,207.33	$9,600.00	**$4,207.33**
11	207139501090	SF	MOEHRING LARRY G & ARLENE A	10947 ALEXANDRA CT	$4,207.33	$9,600.00	**$4,207.33**
12	207139501100	SF	FRIEDE ANDREW & TRACI	10945 ALEXANDRA CT	$4,207.33	$9,600.00	**$4,207.33**
13	207139501110	SF	KAY DAVID C	10941 ALEXANDRA CT	$4,207.33	$9,600.00	**$4,207.33**
14	207139501120	SF	PRICE JONATHAN JEFFREY	10901 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
15	207139501130	SF	KISCH CHRISTOPHER	10889 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
16	207139501140	SF	KANE ELLEN R TSTE	10879 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
17	207139501150	SF	HERNANDEZ CARLOS HUMBERTO GUTI	10875 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
18	207139501160	SF	REUTER MARK W & CONNIE L	10863 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
19	207139501170	SF	HUBER JAMES D & JANET J	10855 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
20	207139501180	SF	LUKIN TRAVIS	10829 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
21	207139501190	SF	KEMMIS JENNIFER	10807 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
22	207139501200	SF	LEHMAN MARK ROBERT	10787 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
23	207139501210	SF	WINTER MICHAEL D & JEAN E	10769 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
24	207139501220	SF	EBNER DOUGLAS D & ROBYN L	10745 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
25	207139502010	SF	RASMUSSON RICK F	10899 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
26	207139502020	SF	LESKE NICHOLAS & DEBORAH	10911 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
27	207139502030	SF	MELCHER JEFFREY & KELLY	10900 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
28	207139502040	SF	DIPPOLD THOMAS G & PAULA P	10876 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
29	207139502050	SF	CHANTHASENE DAVID & KHAMLA	10848 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
30	207139503010	SF	LANOUE GARY J & VICTORIA S	10786 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
31	207139503020	SF	GLASS ALAN R	10778 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
32	207139503030	SF	AHLSTROM JOSHUA M	10769 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
33	207139503040	SF	JOHNSON DAVID C	10781 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
34	207139503050	SF	EXLEY LEO & WANDA	10791 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
35	207139503060	SF	JOHNSON TIMOTHY M	10799 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
36	207139503070	SF	YAMASHITA-WONG MEGUMI & CHRISTO	10809 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
37	207139503080	SF	BERTRAND JOSEPH R & TANYA L	10825 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
38	207139503090	SF	CHESTNUT LESLIE ANN	10837 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**

PRELIMINARY ASSESSMENT ROLL
Alison Way Area Street Rehabilitation
City Project No. 2022-09E

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
39	207139503100	SF	MUETZEL STEVEN G & TRICIA A	10853 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
40	207139504010	SF	SLINDE DUANE R & LISA	10758 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
41	207139504020	SF	GERTHS MATTHEW	10764 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
42	207139504030	SF	ANDERSON CAELEN DONALD	10770 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
43	207139504040	SF	WEBER KATHLEEN M TSTE	10774 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
44	207139504050	SF	LESLIE JAKUB B & AMY M	10780 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
45	207139504060	SF	LOEHR JOHN G TSTE & DEANN	10786 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
46	207139504070	SF	MORAN ROBERT	10792 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
47	207139504080	SF	LADDUSAW TODD A TSTE	10798 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
48	207139504090	SF	MICHELS MICHAEL J TSTE & DA	10804 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
49	207139504100	SF	KAISER JAY & MEREDITH	10810 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
50	207139504110	SF	WERK KEITH R	10801 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
51	207139504120	SF	HONSA PETER P & KRISTA D	10815 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
52	207139504130	SF	MACKINAC RICHARD D & CHERYL K	10829 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
53	207139504140	SF	WILLEY ROBERT A & TAMMIE J	10847 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
54	207139504150	SF	EDGAR & BONNIE BENNETT TRUST	10865 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
55	207139505010	SF	STRANG ALAN & KRISTI	10918 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
56	207139505020	SF	GRAY BRIAN J	10938 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
57	207139505030	SF	KARTHAK RATNA DEEP	10952 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
58	207139505040	SF	BERDICHEVSKI ILIYA	10968 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
59	207139505050	SF	BIANCAMANO ROBERT A	10972 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
60	207139505060	SF	BATTIS NICHOLAS	10976 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
61	207139505070	SF	STEPHAN RACHEL MARIE	10977 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
62	207139505080	SF	FLAHERTY JULIE C & MICHAEL S	10969 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
63	207139505090	SF	OBRIEN PAULA M TSTE	10953 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
64	207139505100	SF	WAHL DANIEL E & LINDA M	10931 ALISON CT	$4,207.33	$9,600.00	**$4,207.33**
65	207139505110	SF	DEAN MARK B & BETH A	10948 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
66	207139505120	SF	KOEPPEN JOHN A & JENNIFER L	10934 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
67	207139505130	SF	ALLYSON WILLIAM JR & ROZALYN	10896 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
68	207139505140	SF	TOPOR RICHARD M & DIANA L	10878 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
69	207139505150	SF	ROSS SAMUEL J	10866 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
70	207139505160	SF	CLARK MATTHEW & ABIGAIL	10854 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
71	207139505170	SF	BENNER DAVID L & DIANE J	10840 ALBERTON WAY	$4,207.33	$9,600.00	**$4,207.33**
72	207139505180	SF	ALIPERTO MICHAEL P & AMANDA M	10800 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
73	207139505190	SF	TIERNEY DONALD W & MARTHA E	10816 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
74	207139505200	SF	NUTZMANN DONALD M & CHERYL A	10830 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
75	207139505210	SF	WARREN STEVEN	10838 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
76	207139505220	SF	SIEGLER JELENA	10850 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**

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Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
77	207139505230	SF	ELFERING NICOLE	10862 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
78	207139505240	SF	BALTES JILL M & JOHN P	10876 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
79	207139505250	SF	GERTEN HENRY A & THERESA J	10882 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
80	207139601010	SF	PASKACH DAVID M & KYONG AE	10877 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
81	207139601020	SF	TSAY KONSTANTIN	10883 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
82	207139601030	SF	NELSEN MEGHAN	10887 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
83	207139601040	SF	WILSON AARON M	10886 ALBERTON CT	$4,207.33	$9,600.00	**$4,207.33**
84	207139701010	SF	HILLER PATRICK R & KAREN J	10739 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
85	207139701020	SF	BOECKMAN SHAWN P & KATHRYN A	10735 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
86	207139701030	SF	SAUVAGEAU ROBERT C	10731 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
87	207139701040	SF	STACK BRYAN	10727 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
88	207139701050	SF	BOERBOOM DANIEL R & KATHY A	10723 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
89	207139701060	SF	WEGNER TIANNA MARIA	10719 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
90	207139701070	SF	SCIPTA ELLEN L	10715 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
91	207139701080	SF	DEITEMEYER SUSAN	10693 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
92	207139701090	SF	MAEDA BRUCE E & DANA L	10689 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
93	207139701100	SF	COCHRAN PAUL W & JOANN M	10673 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
94	207139701110	SF	VOGLER JOEL A	10665 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
95	207139702010	SF	GROEBNER RHONDA	10664 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
96	207139702020	SF	NELSON MARK & SARAH J	10672 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
97	207139702030	SF	CHAU HAI T & DOAN T	10678 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
98	207139702040	SF	AYOUB NANCY A & MICHAEL	10680 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
99	207139702050	SF	HAUGLAND DARIN L & SARA C	10684 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
100	207139702060	SF	MARTINEZ MICHAEL A & JAMIE L	10688 ALICIA CIR	$4,207.33	$9,600.00	**$4,207.33**
101	207139702070	SF	MARETTE KELLY	10707 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
102	207139702080	SF	GREENWALDT TODD	10703 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
103	207139702090	SF	BAIER STEPHEN E & JOANNE K	10669 ALTON CT	$4,207.33	$9,600.00	**$4,207.33**
104	207139702100	SF	SMELTER SHARON A	10663 ALTON CT	$4,207.33	$9,600.00	**$4,207.33**
105	207139702110	SF	STEWART JEFFREY W & DEBRA R	10655 ALTON CT	$4,207.33	$9,600.00	**$4,207.33**
106	207139702120	SF	FRITTER CHRISTOPHER A & KELL	10652 ALTON CT	$4,207.33	$9,600.00	**$4,207.33**
107	207139702130	SF	BORMAN PAUL & KUMIKO	10660 ALTON CT	$4,207.33	$9,600.00	**$4,207.33**
108	207139702140	SF	SIMMS DANIEL TSTE A & ANN	10664 ALTON CT	$4,207.33	$9,600.00	**$4,207.33**
109	207139702150	SF	SANTERRE JED C	10668 ALTON CT	$4,207.33	$9,600.00	**$4,207.33**
110	207139703010	SF	SHAFA EIMAN	10692 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
111	207139703020	SF	SCHUMACK BARRIE S & ANN M	10696 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
112	207139703030	SF	MATLON STEPHEN R	10700 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
113	207139703040	SF	RADCLIFFE KATHLEEN A	10704 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
114	207139703050	SF	MILLER DAVID	10708 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**

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Alison Way Area Street Rehabilitation
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Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
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115	207139703060	SF	DEGROTE RYAN D & AMY JO	10712 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
116	207139703070	SF	EICHACKER PAMELA J	10720 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
117	207139703080	SF	DEGRAW CHRISTOPHER S	10734 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
118	207139703090	SF	PIERSON THOMAS JAMES	10738 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
119	207139801010	SF	MACKEN GERALD & KRISTEN	10564 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
120	207139801020	SF	ANDERSON WAYNE F & DEBRA K	10568 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
121	207139801030	SF	DESSART KEVIN P & MELISSA R	10572 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
122	207139801040	SF	JOHNSON BRIAN	10576 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
123	207139801050	SF	STROM ROBERT E & SANDRA L	10580 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
124	207139801060	SF	HARTLEY MARK J & JULIE L	10584 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
125	207139801070	SF	PIERCE TIMOTHY D	10588 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
126	207139801080	SF	PAURUS JOSHUA D & CHRISTI	10592 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
127	207139801090	SF	PLUM TODD & ROBYN LYNN	10596 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
128	207139801100	SF	YUNGERBERG KEITH D TSTE	10600 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
129	207139801110	SF	SIMONS DEAN J & TRACY L	10604 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
130	207139801120	SF	BIEBEL CHARLES B & ANGELA M	10608 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
131	207139801130	SF	EICHER GAYLORD L	10612 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
132	207139802010	SF	STACK ANTHONY J	10910 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
133	207139802020	SF	BALDWIN JERRY D & BRENDA	10914 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
134	207139802030	SF	BRUSHABER DON & AMY	10920 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
135	207139802040	SF	TANG JAMES Z	10924 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
136	207139802050	SF	BAILEY SEAN & AMY	10930 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
137	207139802060	SF	ARNOTT MELISSA M & DANIEL	10936 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
138	207139802070	SF	CARR PETER & ALICIA	10940 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
139	207139802080	SF	HULL SCOTT C & CARA M	10944 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
140	207139802090	SF	BEGNAUD TOBY	10943 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
141	207139802100	SF	HEGG JEFFREY B	10941 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
142	207139802110	SF	LINDSETH JOHN G	10939 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
143	207139802120	SF	PAKES JENNA & PHILLIP	10935 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
144	207139802130	SF	COBIAN ROBERT A & TAMLYNN L	10927 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
145	207139802140	SF	LAM SAM & XIEM	10921 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
146	207139802150	SF	SIMONET JAMES F & CHALLENE F	10911 ANDOVER CT	$4,207.33	$9,600.00	**$4,207.33**
147	207139802160	SF	BUTLER JAMES	10589 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
148	207139802170	SF	MURPHY DAVID P & JOANN M	10595 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
149	207139802180	SF	SOTNYK ANDREW E & ANGELA C	10599 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
150	207139802190	SF	FERGUSON JOSH & MINDY	10850 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
151	207139802200	SF	VINING MINDY S	10856 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
152	207139802210	SF	JACOBSON PAUL C & ELIZABETH	10866 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**

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153	207139802220	SF	KAREL PAULA M	10872 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
154	207139802230	SF	KIRCHOFF JONATHAN G	10878 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
155	207139802240	SF	BLOEDOW HEIDI A	10884 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
156	207139802250	SF	ANTHONY DEBRA DILLON	10888 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
157	207139802260	SF	GRASS CECILIA	10887 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
158	207139802270	SF	NOTCH JEFFERY & STACEY J	10883 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
159	207139802280	SF	DEEG DAN J & MARYANN M	10879 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
160	207139802290	SF	DOBBS LAURA LYNN	10875 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
161	207139802300	SF	FAHLAND RICHARD D TSTE	10871 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
162	207139802310	SF	PAWLOSKI RYAN NICKOLAS	10867 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
163	207139802320	SF	WETTERLIND ERIC J & JODY K	10863 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
164	207139802330	SF	VOELLER TERRANCE M JR	10857 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
165	207139802340	SF	BUNDE JULIE M & STEVEN D	10853 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
166	207139802350	SF	NELSON GREG P & LISA A	10849 ANDES CIR	$4,207.33	$9,600.00	**$4,207.33**
167	207139901010	SF	NEWBORG ROBIN L	10614 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
168	207139901020	SF	LALIBERTE THOMAS R & SHELLY D	10616 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
169	207139901030	SF	ROBERTS CHARLES S	10620 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
170	207139901040	SF	ROCK MARTIN G & JUDITH M	10624 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
171	207139901050	SF	SEEHAFER JOHN R & LORI A	10628 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
172	207139901060	SF	ARMSTRONG CHRISTOPHER	10632 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
173	207139901070	SF	HANSEN LARS B & LINDA K W	10636 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
174	207139901080	SF	MICHELETTI DONALD P & LYNN M	10640 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
175	207139901090	SF	JACOBSON LUKE ALEXANDER	10644 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
176	207139901100	SF	ROSZAK TIMOTHY P	10648 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
177	207139901110	SF	AVILES RONIE LINSANGAN	10652 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
178	207139901120	SF	WILSON KUZAS JULIE E	10656 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
179	207139901130	SF	BROKL ANDREA J	10660 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
180	207139901140	SF	STEWART BERT B JR	10664 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
181	207139901150	SF	LISSICK MICHAEL P & LARA A C	10668 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
182	207139901160	SF	VANEPPS ELIZABETH K	10672 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
183	207139901170	SF	NEUBAUER KEITH G & EUNICE K	10676 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
184	207139901180	SF	SANDERS JEREMIAH	10680 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
185	207139901190	SF	HONG BOYANG	10684 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
186	207139902010	SF	SWALVE DANIEL & MARIBETH	10627 ALVIN CT	$4,207.33	$9,600.00	**$4,207.33**
187	207139902020	SF	TROSIN CODY	10619 ALVIN CT	$4,207.33	$9,600.00	**$4,207.33**
188	207139902030	SF	JOHNSON ADAM & ANGELA	10609 ALVIN CT	$4,207.33	$9,600.00	**$4,207.33**
189	207139902040	SF	ARNESON MATTHEW JOHN & MARY	10601 ALVIN CT	$4,207.33	$9,600.00	**$4,207.33**
190	207139902050	SF	GOHMAN JOHN M & SHANNON M	10606 ALVIN CT	$4,207.33	$9,600.00	**$4,207.33**

PRELIMINARY ASSESSMENT ROLL
Alison Way Area Street Rehabilitation
City Project No. 2022-09E

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
191	207139902060	SF	BEDNAR SHAUNA	10618 ALVIN CT	$4,207.33	$9,600.00	**$4,207.33**
192	207139902070	SF	PAUMEN ERIC	10626 ALVIN CT	$4,207.33	$9,600.00	**$4,207.33**
193	207139902080	SF	TROWBRIDGE JOSEPH P & AMY L	10669 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
194	207139902090	SF	MOLITOR DOUGLAS D	10665 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
195	207139902100	SF	PREINER JOHN F & LORI M	10645 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
196	207139902110	SF	MONDELLI MICHAEL J	10633 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
197	207139902120	SF	WALSTEN DEAN ROGER	10601 AMERY CIR	$4,207.33	$9,600.00	**$4,207.33**
198	207139902130	SF	GARSKE ALAN & BRIDGET	10591 AMERY CIR	$4,207.33	$9,600.00	**$4,207.33**
199	207139902140	SF	KREZEK CYNTHIA	10594 AMERY CIR	$4,207.33	$9,600.00	**$4,207.33**
200	207139902150	SF	HOFFMAN ANTHONY J & PAULA G	10602 AMERY CIR	$4,207.33	$9,600.00	**$4,207.33**
201	207139902160	SF	REDERER JEFFREY D & PATSY J	10614 AMERY CIR	$4,207.33	$9,600.00	**$4,207.33**
202	207139902170	SF	BLOCK DAVID R & TRICIA A	10613 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
203	207139902180	SF	FEY PATRICK	10607 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
204	207139902190	SF	GLIDDEN JOSEPH M & NADYNE K	10608 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
205	207139902200	SF	VRAA DOUGLAS H & MONICA S	10612 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
206	207139902210	SF	MANWARREN WILLIAM L	10616 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
207	207139902220	SF	CARTER CHARLES E & BETH A	10620 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
208	207139902230	SF	MORRISON GEORGE H & CONSTANCE	10630 AMERY CT	$4,207.33	$9,600.00	**$4,207.33**
209	207139902240	SF	HARTZELL JOSIAH V TSTE	10655 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
210	207139902250	SF	BARCUS DAVID & CHRISTINE	10647 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
211	207139903010	SF	DAVIS JAMES LEE	10643 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
212	207139903020	SF	TANGEN GEORGE M II	10740 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
213	207139903030	SF	NELSON CHERYL L	10744 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
214	207139903040	SF	KOSHIOL RYAN J & SARAH M	10746 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
215	207139903050	SF	MONSON LEE C & SHELLY J	10748 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
216	207139903060	SF	HOGENSON ASHLEY	10752 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
217	207139903070	SF	BURKE DENNIS L & RENEE E	10754 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
218	207139903080	SF	HANSON STAN L & JOANN R	10756 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
219	207139903090	SF	MAST RICHARD M	10758 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
220	207139903100	SF	SHAUGHNESSY MICHAEL K	10760 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
221	207139903110	SF	FIX GREGORY D & JILL M	10762 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
222	207139903120	SF	AMBROSE EDWARD F & SUSAN L	10764 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
223	207139903130	SF	HOSCH DAVID & ANNETTE	10766 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
224	207139903140	SF	OLSEN DANIEL A & KATIE L	10768 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
225	207139903150	SF	MEAD MICHAEL J & FELICIA	10774 AMHERST CT	$4,207.33	$9,600.00	**$4,207.33**
226	207139903160	SF	HUNEGS HOWARD P & SANDRA L	10780 AMHERST CT	$4,207.33	$9,600.00	**$4,207.33**
227	207139903170	SF	LANGSTRAAT KEVIN G & KIRSTEN J	10790 AMHERST CT	$4,207.33	$9,600.00	**$4,207.33**
228	207139903180	SF	BARTL NICHOLAS RYAN	10787 AMHERST CT	$4,207.33	$9,600.00	**$4,207.33**

PRELIMINARY ASSESSMENT ROLL
Alison Way Area Street Rehabilitation
City Project No. 2022-09E

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
229	207139903190	SF	VILLELLA JON A & MARI E	10777 AMHERST CT	$4,207.33	$9,600.00	**$4,207.33**
230	207139903200	SF	ONUNWOR ENYINDA NYEKACHI	10782 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
231	207139903210	SF	OLSON KEITH D & KIMBERLY L	10786 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
232	207139903220	SF	CHANG SI HU	10613 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
233	207139904010	SF	ANDERSON TRAVIS B	10785 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
234	207139904020	SF	MENGISTU MARTA BERHANE	10783 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
235	207139904030	SF	BREITINGER WILLIAM H & CHERI L	10781 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
236	207139904040	SF	ZEIGLER KIM R & SARAH N	10777 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
237	207139904050	SF	ANDERLE JOHN	10773 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
238	207139904060	SF	ASKELSON JOHN	10765 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
239	207139904070	SF	WOLYNEC MICHAEL A	10759 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
240	207139904080	SF	WISTI ERIC J & ANN M	10753 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
241	207139904090	SF	MALECHA MICHAEL J & JACKIE D	10749 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
242	207139904100	SF	BADE JAYDEE D & SHANNON L	10745 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
243	207139904110	SF	FRITSCHEL JAMES R TSTE	10741 AMHERST WAY	$4,207.33	$9,600.00	**$4,207.33**
244	207139904120	SF	FOOSHE PETER EDWARD IV & JE	10627 ALISON WAY	$4,207.33	$9,600.00	**$4,207.33**
							$1,078,329.95

TOTAL STREET & STORM COST:	$1,347,912.44
ASSESSABLE STREET & STORM COST (80%):	$1,078,329.95
TOTAL PROJECT FRONT FOOTAGE (LF):	26,817
NET ASSESSMENT RATE PER LF:	$40.21
2X ASSESSMENT RATE PER LF (NON-RESIDENTIAL RATE)	**$80.42**
AMOUNT ASSESSED (NON-RESIDENTIAL)	$60,155.19
AMOUNT ASSESSED (RESIDENTIAL)	$1,018,174.76
# OF RESIDENTIAL UNITS	242
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE)	**$4,207.33**

Project Schedule: 22-09E

Order Feasibility Report*	October 11, 2021
Virtual Open House Meeting	November 30, 2021
In-Person Open House Meeting	December 2, 2021
Receive Feasibility Report, Call for Improvement Hearing*	December 13, 2021
Virtual Information Meeting	January 5, 2022
Improvement Hearing, Order Plans and Specifications*	**January 24, 2022**
Approve Plans and Specifications, Authorize Bidding*	February 14, 2022
Bid Opening	April 5, 2022
Receive Bids, Awards Project*	April 25, 2022
Begin Construction	May 2022
Substantial Completion	August 2022
Assessment Hearing Information Meeting	September 2022
Assessment Hearing* ***(Change from Preliminary Schedule)***	October 2022

* Denotes City Council Meeting

CITY OF INVER GROVE HEIGHTS

AGENDA ITEM_____

Request for Council Action

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

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Public Hearing	Amount included in current budget	
Contact:	Jake Moser, 651-450-2489	Budget amendment requested	
Prepared by:	Jake Moser, Civil Engineer	FTE included in current complement	
Reviewed by:	Thomas J. Kaldunski, City Engineer	New FTE requested – N/A	
		Other: Pavement Management Fund, Stormwater Utility Fund, Water Fund, Sewer Fund and Special Assessments	**X**

PURPOSE/ACTION REQUESTED

The Council is asked to hold a public hearing and consider the attached Resolution Ordering Project and Authorizing Preparation of Plans and Specifications for the 2022 Pavement Management Program, City Project No. 2022-09F – Tyne Lane Area Rehabilitation.

SUMMARY

On December 13, 2021, City Council received the feasibility report by Bolton & Menk and scheduled the improvement hearing for City Project No. 2022-09F - Tyne Lane Area Rehabilitation.

The feasibility report recommends a 2-inch mill and overlay with minor utility rehabilitation work and limited curb repair. The feasibility report includes preliminary design with cost estimate, preliminary budget, existing utility analysis, outreach to affected property owners and a project schedule.

The total estimated project cost is $725,000. Funding will come from the pavement management fund, stormwater utility fund, sewer fund, water fund, and special assessments. The City assessment policy for the recommended improvements is 80% of the street and storm water project costs. The policy assessment amount for the 127 single family properties is $4,060 per lot. A benefit analysis report by an independent appraiser provided a benefit amount of up to $8,800 per single family property. The recommended assessment is the policy amount of $4,060 per lot.

Residents were provided project information, an opportunity for questions and feedback at a virtual open house and correspondence with project staff by email or phone calls. A total of 6 residents participated in the January virtual information meeting. (A total of 14 residents participated in open houses held in December.)

Based on city and resident feedback, residents were presented a revised schedule at the January information meeting, with the assessment hearing to be scheduled after construction once all costs are finalized. The attached Resolution includes a statement to approve a revised project schedule to award and construct the project prior to scheduling and holding the assessment hearing.

Staff recommends passage of the resolution ordering project and authorizing preparation of plans and specifications for City Project No. 2022-09E – Tyne Lane Area Rehabilitation.

JM/kf

Attachments: Resolution
Preliminary Assessment Map
Preliminary Assessment Roll
Revised Project Schedule

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-020

RESOLUTION ORDERING IMPROVEMENT AND AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2022 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2022-09F – TYNE LANE AREA REHABILITATION

WHEREAS, On December 13, 2021, City Council received the feasibility report by Bolton & Menk and called for a public hearing on the proposed improvement project, 2022 Pavement Management Program, for City Project No. 2022-09F – Tyne Lane Area Rehabilitation; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on January 24, 2022, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

WHEREAS, a proposal was approved by City Council on October 11, 2021, for final design, bidding, and construction management services from Bolton & Menk for City Project No. 2022-09F.

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

1. Such improvement is hereby ordered as proposed in the Council resolution adopted January 24, 2022.

2. Project contract documents (plans and specifications) are authorized to be prepared by staff and Bolton & Menk.

3. Project is being funded by the Pavement Management Fund, Stormwater Utility Fund, Water Fund, Sewer Fund and Special Assessments.

4. The contract for these improvements shall be let no later than three years after the adoption of this resolution.

5. The revised project schedule to award and construct the project prior to scheduling and holding the assessment hearing is hereby approved.

Adopted by the City Council of Inver Grove Heights this 24th day of January 2022.

_____
Tom Bartholomew, Mayor

ATTEST:

_____
Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS

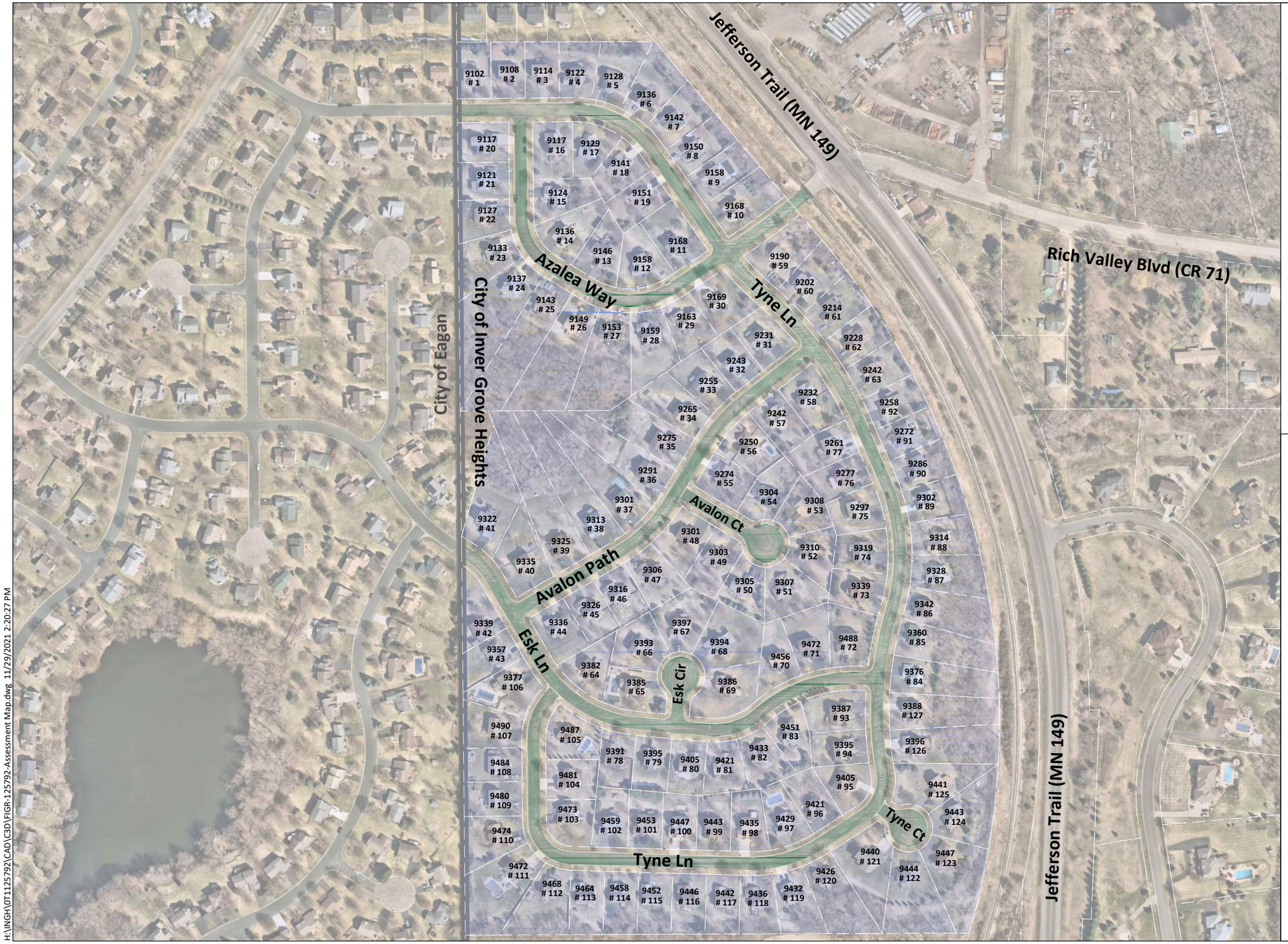
Tyne Lane Area Street Rehabilitation (22-09F)

Inver Grove Heights, MN

Assessable Parcels Map

November 2021

BOLTON & MENK

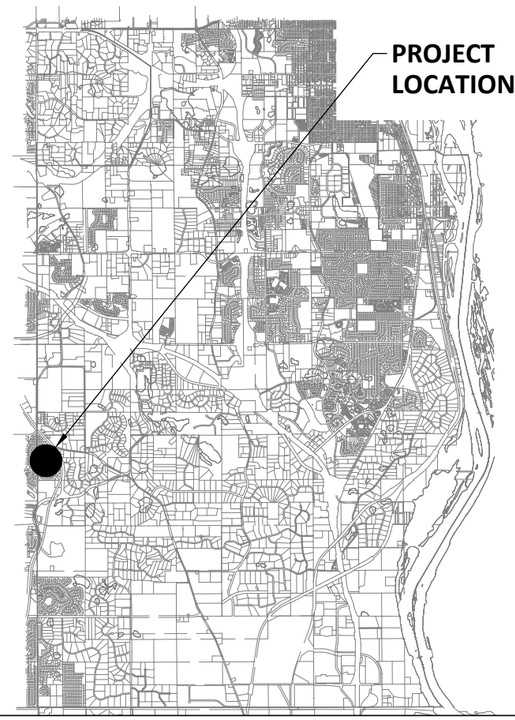


LEGEND

IMPROVED STREET

SINGLE FAMILY RESIDENTIAL

CITY PROPERTY



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PRELIMINARY ASSESSMENT ROLL

Tyne Lane Area Street Rehabilitation
City Project No. 2022-09F

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
1	201840401010	SF	HOKANA PETER C & VICTORIA	9102 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
2	201840401020	SF	RAMOS MIGUEL A	9108 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
3	201840401030	SF	NUR NURULDIN MAHMOUD H	9114 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
4	201840401040	SF	GHERE ROBBIN D	9122 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
5	201840401050	SF	LARAMY JEANNE M	9128 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
6	201840401060	SF	SCHAUMANN SUSAN M	9136 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
7	201840401070	SF	ABURIME LIVIA	9142 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
8	201840401080	SF	WELLMAN GARY	9150 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
9	201840401090	SF	MASANZ JOSEPH T & MEGAN J	9158 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
10	201840401100	SF	GROSS JULE D & MELISSA M	9168 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
11	201840402010	SF	BLOM RYAN C & CARRIE C	9168 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
12	201840402020	SF	STEIER WILLIAM C & JULIE M	9158 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
13	201840402030	SF	HOFSTAD CHRIS E	9146 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
14	201840402040	SF	CLARK PATRICK & ELIZABETH	9136 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
15	201840402050	SF	HART ELIAS M & ANGELA B	9124 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
16	201840402060	SF	NICHOLS BRUCE A & LISA M	9117 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
17	201840402070	SF	LYONS JASON & ERIN	9129 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
18	201840402080	SF	ALLRED JAMES W & ANDREA L	9141 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
19	201840402090	SF	ANDERSON RANDY G	9151 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
20	201840403010	SF	PANGIER RICHARD J	9117 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
21	201840403020	SF	SABATKE MICHAEL & MARGARET	9121 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
22	201840403030	SF	FLANAGAN DALE A & JANNA L	9127 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
23	201840403040	SF	HARDY TRAVIS & LARA	9133 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
24	201840403050	SF	MORA JUAN & SHEILA	9137 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
25	201840403060	SF	PELSTRING MARY A	9143 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
26	201840403070	SF	DOYLE PATRICIA L	9149 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
27	201840403080	SF	OVERGAARD PHILIP & TIFFANY J	9153 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
28	201840403090	SF	TOURNAT CHARLES W & KRISTEN	9159 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
29	201840403100	SF	BERRAN MATTHEW	9163 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
30	201840403110	SF	RICHTER LISA J	9169 AZALEA WAY	$4,060.05	$8,800.00	**$4,060.05**
31	201840403120	SF	FRANKENFELD ANDREW B & RHONDA J	9231 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
32	201840403130	SF	BECKWITH CHRISTINE E & ROSS A	9243 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
33	201840403140	SF	NORTHAGEN MICHAEL L & MARY A	9255 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
34	201840403150	SF	GROETSCH JULIE ANN	9265 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
35	201840403160	SF	TOMPKINS PETER & DEBORAH F	9275 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
36	201840403170	SF	DUFFY TOD K & COLLEEN D	9291 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
37	201840403180	SF	HANNASCH LEONARD	9301 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**

PRELIMINARY ASSESSMENT ROLL
Tyne Lane Area Street Rehabilitation
City Project No. 2022-09F

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
38	201840403190	SF	DUCHENE LORRAINE CATHERINE T	9313 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
39	201840403200	SF	HAYES ERIC L & NANCY L	9325 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
40	201840403210	SF	FRANCIS SANDRA CATHLEEN	9335 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
41	201840403220	SF	GANNON MICHAEL J & AMY L	9322 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
42	201840404010	SF	PETERSON JENNIFER LEIGH	9339 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
43	201840404020	SF	LUECK SHARON K	9357 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
44	201840405010	SF	DEVAL CHANDRA & UMA	9336 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
45	201840405020	SF	MAILE DOUG & CARLA	9326 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
46	201840405030	SF	THORNTON MARK A	9316 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
47	201840405040	SF	GWALTNEY GARY & SARAH	9306 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
48	201840405050	SF	MAM VUTHA RYAN	9301 AVALON CT	$4,060.05	$8,800.00	**$4,060.05**
49	201840405060	SF	VITKO CHRISTOPHER J	9303 AVALON CT	$4,060.05	$8,800.00	**$4,060.05**
50	201840405070	SF	SCHROEER STEVEN & REBECCA	9305 AVALON CT	$4,060.05	$8,800.00	**$4,060.05**
51	201840405080	SF	OLSON GREGORY J & REGINA E	9307 AVALON CT	$4,060.05	$8,800.00	**$4,060.05**
52	201840405090	SF	POST DEBORAH L	9310 AVALON CT	$4,060.05	$8,800.00	**$4,060.05**
53	201840405100	SF	WHITE KYLE D	9308 AVALON CT	$4,060.05	$8,800.00	**$4,060.05**
54	201840405110	SF	GANJE SCOTT D & KAYLA L	9304 AVALON CT	$4,060.05	$8,800.00	**$4,060.05**
55	201840405120	SF	LARSON MARK A & VALARIE V	9274 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
56	201840405130	SF	SEDLACEK JACOB A & HEIDI JO	9250 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
57	201840405140	SF	MANLEY MICHAEL A & MELISSA	9242 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
58	201840405150	SF	KOSLOWSKI MARY TERESA E	9232 AVALON PATH	$4,060.05	$8,800.00	**$4,060.05**
59	201840406010	SF	NELSON MARK E	9190 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
60	201840406020	SF	SOLEFACK LUCIEN BELL	9202 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
61	201840406030	SF	THIND AVTAR S & BHALINDER	9214 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
62	201840406040	SF	GUPTA RANJAN & VRUSHALI	9228 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
63	201840406050	SF	HURALI AMRUTH	9242 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
64	201840501010	SF	GUSTAFSON KYLE R	9382 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
65	201840501020	SF	ALLEN KAREN J	9385 ESK CIR	$4,060.05	$8,800.00	**$4,060.05**
66	201840501030	SF	SOLLIDAY C SCOTT	9393 ESK CIR	$4,060.05	$8,800.00	**$4,060.05**
67	201840501040	SF	OLSON CHRISTOPHER A & LORI	9397 ESK CIR	$4,060.05	$8,800.00	**$4,060.05**
68	201840501050	SF	KHANDKER ABDUL & AMENA	9394 ESK CIR	$4,060.05	$8,800.00	**$4,060.05**
69	201840501060	SF	KOMMER JAMES F	9386 ESK CIR	$4,060.05	$8,800.00	**$4,060.05**
70	201840501070	SF	MOEN R GARY	9456 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
71	201840501080	SF	HOOYMAN PAUL T & JENNIFER A	9472 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
72	201840501090	SF	AUDETTE MARC P	9488 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
73	201840501100	SF	AHMED SOHAIL	9339 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
74	201840501110	SF	INTROLEGATOR ANATOLY & YVONNE	9319 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**

PRELIMINARY ASSESSMENT ROLL
Tyne Lane Area Street Rehabilitation
City Project No. 2022-09F

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
75	201840501120	SF	DALEY MICHAEL P	9297 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
76	201840501130	SF	THAKKAR MUKESH B	9277 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
77	201840501140	SF	RAHN BENJAMIN C	9261 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
78	201840502010	SF	OSTER ANDREW R & ARLYN G	9391 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
79	201840502020	SF	COLLINS JOSEPH B	9395 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
80	201840502030	SF	BAILEY KEITH & VICTORIA	9405 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
81	201840502040	SF	GOWDAR GIRI	9421 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
82	201840502050	SF	VOLOVSEK RYAN	9433 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
83	201840502060	SF	SWANSON ERIK S	9451 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
84	201840503010	SF	KAREL DANIEL J	9376 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
85	201840503020	SF	NASSER ARTHUR L	9360 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
86	201840503030	SF	HENDRAWAN WILSON & JOAN	9342 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
87	201840503040	SF	THAI DERIK NAM VAN & HAU	9328 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
88	201840503050	SF	JOSEPH AJA M	9314 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
89	201840503060	SF	STOTESBERY ANDREW T & ASHLEY L	9302 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
90	201840503070	SF	ENGELBRECHT ROBERT & DIANE	9286 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
91	201840503080	SF	STARK-PARRISH CARLA	9272 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
92	201840503090	SF	MILLER KELLI M	9258 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
93	201840601010	SF	KOTZENMACHER JERRY M & CYNTHIA A	9387 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
94	201840601020	SF	FAHNHORST JOSEPH W TSTE	9395 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
95	201840601030	SF	MAMTORA NISHIT BALVANTBHAI	9405 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
96	201840601040	SF	TAYLOR IAN M & LYNNEL M	9421 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
97	201840601050	SF	WILARY JENNIFER L	9429 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
98	201840601060	SF	WESTMARK THOMAS	9435 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
99	201840601070	SF	ANDA MICHAEL R	9443 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
100	201840601080	SF	NGUYEN TRONG T & HAN T	9447 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
101	201840601090	SF	KENEALY JEROME P & MELINDA S	9453 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
102	201840601100	SF	MATSOFF MARC S & JANE M	9459 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
103	201840601110	SF	POPPE JON C TSTE	9473 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
104	201840601120	SF	STOKES FRANK G & KELLY S	9481 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
105	201840601130	SF	FERRIS KEITH	9487 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
106	201840602010	SF	NORD ANNE	9377 ESK LN	$4,060.05	$8,800.00	**$4,060.05**
107	201840602020	SF	HORRMANN THOMAS R	9490 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
108	201840602030	SF	GURGEL DANIEL J & KRISTA A	9484 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
109	201840602040	SF	JOHNSON GEOFFREY	9480 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
110	201840602050	SF	KLEINBOEHL CARY D	9474 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
111	201840602060	SF	YSERN DANIEL CALDENTEY	9472 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**

PRELIMINARY ASSESSMENT ROLL

Tyne Lane Area Street Rehabilitation
City Project No. 2022-09F

Map #	PIN	Property Type	Owner	Site Address	Street and Storm		
					Per Policy Assessment	Benefit Cap	Proposed Assessment
112	201840602070	SF	DAUBENSPECK MATTHEW JOHN	9468 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
113	201840602080	SF	AJAH AUGUSTINE NNADOZIE	9464 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
114	201840602090	SF	WELTER PAUL J & REBECCA A	9458 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
115	201840602100	SF	FALLON MICHAEL	9452 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
116	201840602110	SF	BROWN PAUL & SUE	9446 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
117	201840602120	SF	POPPINGA RYAN J & ANDREA M	9442 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
118	201840602130	SF	SALAMONE VICTOR E	9436 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
119	201840602140	SF	ROBBINS GRANT W & HEATHER A	9432 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
120	201840602150	SF	VELDHUIS ROBERT J & JOLENE H	9426 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
121	201840602160	SF	HOLIEN TEDDY & MARITA	9440 TYNE CT	$4,060.05	$8,800.00	**$4,060.05**
122	201840602170	SF	GARLAPATTY ABHAYA	9444 TYNE CT	$4,060.05	$8,800.00	**$4,060.05**
123	201840602180	SF	YADLAPATI VIJAYA N	9447 TYNE CT	$4,060.05	$8,800.00	**$4,060.05**
124	201840602190	SF	JOHNSON ROBERT M & LYN A	9443 TYNE CT	$4,060.05	$8,800.00	**$4,060.05**
125	201840602200	SF	WINDELS PAUL K & KATHLEEN A	9441 TYNE CT	$4,060.05	$8,800.00	**$4,060.05**
126	201840602210	SF	HEINIEMI GENE D	9396 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
127	201840602220	SF	PAULSON CURTIS L	9388 TYNE LN	$4,060.05	$8,800.00	**$4,060.05**
							$515,626.70

TOTAL STREET & STORM COST:	$644,533.38
ASSESSABLE STREET & STORM COST (80%):	$515,626.70
# OF RESIDENTIAL UNITS	127
ASSESSMENT RATE PER UNIT (RESIDENTIAL RATE)	**$4,060.05**

Project Schedule: 22-09F

Order Feasibility Report*	October 11, 2021
Virtual Open House Meeting	November 30, 2021
In-Person Open House Meeting	December 2, 2021
Receive Feasibility Report, Call for Improvement Hearing*	December 13, 2021
Virtual Information Meeting	January 5, 2022
Improvement Hearing, Order Plans and Specifications*	**January 24, 2022**
Approve Plans and Specifications, Authorize Bidding*	February 14, 2022
Bid Opening	April 5, 2022
Receive Bids, Awards Project*	April 25, 2022
Begin Construction	May 2022
Substantial Completion	August 2022
Assessment Hearing Information Meeting	September 2022
Assessment Hearing* ***(Change from Preliminary Schedule)***	October 2022

* Denotes City Council Meeting

CITY OF INVER GROVE HEIGHTS

AGENDA ITEM 6A

Request for Council Action

TITLE: Consider Request for Approval of Rental Housing Licenses

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	X
Item Type:	Regular	Amount included in current budget	
Contact:	651-450-2491	Budget amendment requested	
Prepared by:	Nicole Cook Rental and Code Compliance Coordinator	FTE included in current complement	
Reviewed by:	Heather Rand, Community Development Director	New FTE requested - N/A	
		Other	

PURPOSE/ACTION REQUESTED

The City Council is asked to consider approval of six (6) rental licenses.

BACKGROUND

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

ANALYSIS

The following rental license applications have been submitted:

3800 67th STREET EAST - KIMBERLE ROGERS
7580, 7590 CLOMAN WAY - PATRICK BAGAN
2454 49TH STREET - CORY AND JILL WAGNER
7952 CHARLES WAY - MN CAPITAL MGMT (HUNTER MESSERSCHMIDT PROPERTY MANAGER)
7361 DEGRIO WAY - KIMBERLY RINEHART
7575 CLOMAN WAY - MARTIN SCHREIER

The above applications have been found to be complete. The applications include the necessary fee payments and the BCA background checks. The City of Inver Grove Heights Police Chief/Designee has also reviewed and approved the license applications.

RECOMMENDATION

Community Development staff recommends approval of the licenses listed above.

AGENDA ITEM 6B

CITY OF INVER GROVE HEIGHTS

Request for Council Action

TITLE: SUMMERGATE DEVELOPMENT

		Fiscal/FTE Impact	**Mark all that apply**
Meeting Date:	January 24, 2022	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested – N/A	
		Other	

ACTION REQUESTED

The Council is asked to consider a Resolution approving a Comprehensive Plan Amendment to change the land use designation from LMDR, Low-Medium Density Residential to LDR, Low Density Residential for property located at 1401 70th Street.

- Requires a 4/5th's vote.
- 60-day deadline: March 22, 2022 (second 60 days)

SUMMARY

The applicant has submitted an application to change the land use designation of a parcel containing 77.2 gross acres from LMDR (4-8 units/acre) to LDR (1-4 units/acre). Conceptual concepts of the project would consist of a single family development.

The applicant has chosen to request the land use change portion of the application first before a detailed PUD application is submitted. A concept plan of the development is included with this report. Some elements of the concept plan may need some changes to meet the Northwest Area's requirements and that would be addressed with the PUD plan review. The task at hand with the comprehensive plan review is to determine if Low Density Residential is an appropriate land use.

ANALYSIS

- The site has many physical constraints limiting development potential including wetlands, water body, gas easement and topography. Of 77 gross acres, there is only about 44 acres of potentially developable area.
- A lower density residential designation could be a better transition between the Canvas project to the west and the large lot neighborhood to the east. A lower density could provide more opportunity for buffers along the east boundary for land use transition. An LDR designation would also be consistent with the existing land use designation for the parcels abutting to the north, east and south.

- By Northwest Area requirements, the net acreage for the site is 66 acres. The expected zoning for single family would be R-1C which requires a minimum of 2.0 units per acre which would yield 132 units. Financial assumptions for the parcel anticipated 176 units for its fair share of the trunk sewer and water costs. A possible shortfall would have to be addressed with the development plans.
- Loss of unit count could have impact on rooftops needed to support commercial and could have impact on park dedication collection.
- The change to LDR would have a minimal impact on the city's overall residential density. The comp plan assumes an average density over all residential types of 4.43 units per acre. The requested change would have a minimal impact, bringing the overall density down to 4.33 units per acre.

RECOMMENDATION:

Planning Staff: Supports the request and recommends approval of the comprehensive plan amendment.

Planning Commission: Recommended approval of the comprehensive plan amendment (8-0).

Attachments: Resolution for Comprehensive Plan Amendment
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 2022-021

RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION FROM LMDR, LOW-MEDIUM DENSITY RESIDENTIAL TO LDR, LOW DENSITY RESIDENTIAL

CASE NO. 21-64PA
(Summergate Development)

WHEREAS, an application has been submitted for property legally described as;

The East half of the Southwest Quarter of Section 5, Township 27, Range 22, Dakota County,Minnesota, except the following two tracts:

Commencing at a point 500 feet West of the Southeast corner of the Southwest Quarter of said Section 5; thence North 3 degrees 30 minutes West 280 feet; thence West 150 feet; thence South3 degrees 30 minutes East 280 feet; thence East 150 feet to the point of beginning, and except the South 280 feet of the West 160 feet of the East Half of the Southwest Quarter of said Section 5.

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 December 21, 2021, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

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

1. The comprehensive plan land use change shall not become effective until approved by the Metropolitan Council and rezoning, final plat and final planned unit development plans have been approved by the City Council.

2. Pursuant to the City's 2040 Comprehensive Plan, as a result of this downguiding, which will result in the development of the property identified above at a lower density than currently expected based on its existing Future Land Use Category of LMDR, Developer shall be required as part of the Development Contract and Final PUD Plan for the Site, to make up the financial difference in utility connection and hook up fees, per Table 2-9 in the City's Comprehensive Plan.

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 24th day of January, 2022.

Ayes:
Nays:

ATTEST:

_____
Thomas Bartholomew, Mayor

_____
Rebecca Kiernan, City Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: December 21, 2021

SUBJECT: **SUMMERGATE DEVELOPMENT – CASE NO. 21-64PA**

Reading of Public Notice

Commissioner Simon read the public hearing notice to consider the request for Summergate Development, Case No. 21-64PA for property located at 1401 70th Street. The request consists of a Comprehensive Plan Amendment to change the guided land use from LMDR, Low-Medium Density Residential to LDR, Low Density Residential; 1-4 units per acre. Notices were mailed to 29 property owners on December 8, 2021.

Presentation of Request

Allan Hunting, City Planner, described the project location on the north side of 70th Street to the east of Highway 3, land immediately east of the Canvas Development currently under construction. The Applicant has worked with Staff on layouts. The proposal concept plan is for 2 units per acre, the current Comprehensive Plan designation is 4-8 units per acre. The request is to change it to an LDR at 1-4 units per acre which is consistent with the unit count shown on the concept plan. The site has 77 gross acres, net developable area is about 67 acres. The property is currently zoned Agriculture and guided LMDR. This is to determine if it's appropriate to change the guiding from LMDR to LDR. The site plan is not being reviewed. If approved, the Developer would have to submit application for platting, PUD approval, and have a neighborhood meeting before making application. At that time is when details of a site plan would be reviewed. Project type would be consistent with an LDR designation. Surrounding uses have different densities of residential:

- The west has a higher type narrow detached single family rental project.
- To the east is an existing 2.5 acre unsewered neighborhood.
- To the north there are large lots of 5 or greater acres.
- Land to the south is larger lot residential.

The current sketch plan has about 123 lots over 66 net acres giving a density of 1.9 units per acre. The report lays out rationale for and against. There are a number of constraints on the property:

- The previous owner had expanded and created a water body in the middle.
- There is the existing house.
- A gas easement runs east/west through the project.
- The terrain.
- Street requirements further limit the developable area down to about 44 acres.

The report noted that the density from the 2030 Comprehensive Plan to the 2040 Comprehensive Plan recognized some of those restraints, reduced it, and split it down to all LMDR. The Developer has looked at this in numerous ways and is still looking at how to

achieve a density from the current guiding. They propose detached single family at 2 units per acre which lines up with the LDR. To note against:

- Would be reducing the allowed density from LMDR to LDR
    - A difference in range has potential for reduced overall unit count density in the northwest area.
- Could be some impact to potential commercial and park dedication requirements if having reduced rooftops
    - Developer could continue to try to pursue more of a different unit count and unit type to meet current guiding. From that point, may not need to be changed.
- Still need to look at the Finance Policy further.
    - Potential to the issue of density, the assumptions, and how much it would pay towards its fair share of trunk sewer and storm systems.
    - Something that would be addressed further at a City Council meeting.

Overall density implications for the city and comparing it to the Comprehensive Plan for density. Was at 4.43; drop in units goes down to about a 4.33 from the range of LMDR to LDR. Not a significant impact in trying to be consistent with the Comprehensive Plan. Staff believes the change to reduction would have some benefits as it would be a better transition from going west to east to existing large lot residential, has the potential for providing more open space, and more of an open space buffer along the east boundary. Staff would be supportive of the change, doesn't see a downside from financial and density, and believes there is some benefit to transition of unit types from west to east.

Chair Niemioja said a letter was received from the Housing Committee that has been submitted into the record. Two emails still need to be placed into the record.

Motion by Commissioner Robertson, second by Commissioner Weber, to add two emails into the record.

Motion carried (8/0).

Commissioner Weber asked if there would be any issues with the lot size and impervious surface on the larger home that is being left on the property.

Mr. Hunting assumed so, but hasn't been looked at in detail at this time. A larger lot around that is being proposed, but would be looked at in the overall picture.

Opening of Public Hearing

Bryan Tucker, Summergate Development, 17305 Cedar Avenue, Lakeville, said he has John Bender with Westwood Professional Services with him who is one of the Engineer's helping with the project. He has read and understands the report. He agreed with the statement that the Northwest Overlay District is complex. He has been working in this line of work for over 25 years and this has been one of the most challenging Ordinances he has run up against. He requests to develop this site at a lesser intensity than currently designated. Reasons why are listed in the report. The area is more conducive for single family, believes it's more

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compatible with the neighborhood, fits the topography and existing constraints. He said they acknowledge the conditions of approval Staff recommended. They acknowledge there is a gap in the utility fees that they would be responsible for if they develop at roughly half the number of units currently designated. They have been factoring that in to the review of the site.

Commissioner Wippermann asked what the price range of homes were anticipated to be.

Mr. Tucker replied pre-marketing has been done, a part of that is leading them to look at single family rather than smaller townhomes. It would likely be in the $600,000 and up range which is typical of most new single-family housing they are doing and seeing around the area.

Mark Pieper, 7109 Fleetwood Drive, Edina, Minnesota, owns the little house on the hill located at 1415 70th Street. He would likely be impacted the most because the existing property takes up three sides of his property with exception to the road side which is 70th Street. His biggest concern is that on the 80 acres there is a beautiful home and barn with an elevator. The property comes within 20 feet of his kitchen. Within that space he ends up with the owner's commercial rubbish recycling containers. In the summer he gets that aroma. Those are placed 20 feet from his kitchen window and have been in that location for the 3 years he's lived in the home. The commercial cans are not picked up as frequently as residential and he's left with the aroma. His concern is that he hopes he doesn't end up with everybody else's garbage can, mailbox, paper box, and that the road designed into the property be 20 feet from his kitchen window. He requested the Commission take into consideration and give him an area that trees are not destroyed to give a border to keep things further away from his kitchen window. He sits in the middle of the property and is landlocked. He would like a buffer zone a minimum of 50 feet, but prefers 100 feet away from his home.

Chair Niemioja asked if Mr. Pieper had spoken with the Developer.

Mr. Pieper responded no. He realizes he may be premature in what he has brought forward.

Chair Niemioja stated the matter under discussion this evening would not cover that particular issue.

Craig Hillegas, 6755 Arlene Avenue, east of the proposed development said current zoning is Agricultural. He suggested zoning not go as far down as Low-Medium Residential. He suggested making it Estate 2 which is 1.75 acres and gives a better buffer between Arlene Avenue. As they go further west towards Robert Street, he recommended going higher density. He stated the notice that was sent out went out to 350 feet, it wasn't far enough for the area and needed to go out further for large lots and the area around it with 5-10 acres. Chair Niemioja replied the Planning Commission is not in charge of notices that go out, it's more of a Legal rule. She asked the City Planner where notices were located other than the city website.

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Commissioner Weber mentioned residents could sign up to receive an email.

Mr. Hunting responded that it's posted on the city website and published in the St. Paul Pioneer Press. Yellow signs are also posted on the property.

Chair Niemioja referenced the E-2 designation and density requirements and asked if that designation gets them too far.

Mr. Hunting replied E-2 is a zone they don't use anymore and would be used for un-sewered. This area is within the MUSA Boundary Guide. This land has been guided for sewer development of those densities and outside of the zoning categories and current guiding. It is not intended to provide lots of that size.

Mr. Hillegas asked if that wasn't in use anymore, if there was a designation similar in lot size.

Mr. Hunting responded the current for rural is E-1, 2.5 acres for un-sewered, outside of the MUSA area only.

Mr. Hillegas asked within the MUSA area if there was a larger lot designation that could be used.

Mr. Hunting responded within the Comprehensive Plan it would be LDR, 1-4 units per acre. R-1C zoning would be a typical standard for sewered. The northwest area doesn't have a minimum lot size requirement. If fitting within the density, lot sizes can vary to whatever the Developer proposes to fit the density.

Mr. Hillegas requested having more of a buffer than Low Density Residential when abutting the larger lots. If that is the lowest, they can go, he suggests looking at another option to make bigger lots with larger houses which sell quicker. He said people are looking for larger lots and want to build bigger houses.

Dustin Oehler, 6835 Athena Way, asked when there would be discussions about how streets would be laid out and interconnected.

Mr. Hunting replied if this was successful and the Developer continues to pursue, they would be applying and platting for the PUD. That is where the detailed site plan would be done. The Developer would also have to hold a neighborhood meeting prior to making application. The neighborhood gets a chance to comment before plans are submitted and would have a chance to comment during the process. Details such as street connections, lot sizes, density, and performances would be discussed.

Andy Hansen, 6750 Arlene Avenue, agreed with what was said prior by residents that spoke. He echoed the street connection issue and had concerns about easements in the area and what the ramifications may be. He asked what the timeline would be calendar wise in terms

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of months.

Mr. Hunting responded he was unaware of when the Applicant would submit. The process is 2-step, preliminary plat, preliminary PUD, which is an 8+ week process. Then the Applicant comes back with final plat and PUD which could also be 6-8 weeks. There's roughly 4 months in the two approval processes.
Mr. Hansen asked what the process was Council-wise, where it goes after the Planning Commission.

Mr. Hunting replied the Planning Commission makes a recommendation that goes before the City Council for approval/denial of the land use designation.

Mr. Hansen said there are concerns about the connection of the streets. They are opposed to streets connecting into Arlene Avenue or Athena Way just because they could be done. He thought most of the traffic pattern would be going north/south. There would not be anywhere for them to go if coming into their neighborhood.

Commissioner Weber replied it looked like there was an east/west street. The Canvas Development has an east/west street. It was one of things that was discussed with the Canvas Development was to make sure there was gently sloped connections to go from that property to the property they are trying to develop. They may have a street that is going to go east to Athena from there.

Mr. Tucker, Summergate, said their objective was to get the land use guiding question out of the way because it didn't make sense for them to invest a lot of time, money, and engineering effort if the Planning Commission and City Council were not comfortable reducing the density. If this gets through the City Council towards the end of January, they would likely look at a March submittal at the earliest.

Mr. Hillegas mentioned with development happening and the statements put out by the city, they reference the existing character of an area. He didn't see that with some of the other developments, the land is devoid of trees and leveled out. It doesn't match the existing character of the area. He hoped this is one of the developments that would go against that trend and match the existing character of the area, the rolling hills, trees, water. He requested keeping it that way.

Diane Rademacher, 6560 Arlene Avenue, mentioned that she would not receive a notice for this coming next to their neighborhood because she lives on the other side of the street. They would not have received a notice for this meeting or one to meet with the builder because they don't live close enough. She requested their entire neighborhood be notified. She was sad to see a lot of the clear cutting that is going on around the city. She understood it wasn't just the city or Developer's. She liked the idea of wetlands and some of the other things shown on this plan. She wanted a lower density. She stated there seemed to be an outlet going to 65th which is another issue that would need to be discussed. She asked if a decision has been made from the Lawyer's about the parkland it hits. It would cause the road

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to veer off into her neighborhood and go into other directions because of water sites. She asked if that has been cleared up yet, if the city has made a decision, or found out legally if that road could go through the edge of that park.

Mr. Hunting addressed the road and the park reference stating there were other Departments working on those discussions.

Ms. Rademacher said a Legal issue was brought up 1-2 years ago and residents never heard further.
Commissioner Weber asked which park she was referencing.

Ms. Rademacher replied Salem Hills Park. If the road is as big and wide as proposed, half would be in the park. Now there is a development coming through, the road could be going through again. There are a lot of terrain issues where the road is proposed to be. She mentioned there is a noted greenway, houses are in the way of the greenway. She was concerned about the greenway because there are a lot of large Oak trees there, land, and what it would mean to the animals. She requested receiving notice from the city on the meeting.

Chair Niemioja said she didn't believe the city has the capacity to expand notice beyond the legal requirement. She suggested checking the city website for information.

Ms. Rademacher asked if notice wouldn't be sent even if the request is made by citizens.

Off camera it was mentioned they could be notified via email.

Dustin Oehler, 6835 Athena Way, asked if the neighborhood meeting with the Developer include Arlene and Athena.

Mr. Hunting replied the Developer sets up the mailing. Staff can ask the Developer to expand and include a larger area.

Chair Niemioja closed the public hearing.
Chair Niemioja re-opened the public hearing.

Karen Vandevelde, 6565 Arlene Avenue, said the biggest concern to them is the amount of homes and size of lots. She prefers that decision not be passed because all of their homes are large. Everything is torn down around them; the area is park. People comment about the area. Putting 100 homes in would be a disaster, traffic would be terrible. It would be too many houses in the area for the rest of the area.

Chair Niemioja clarified that the request stating the Developer is asking to put less houses on the property than originally required. She asked if Ms. Vandevelde was saying to go for less houses and support this, or if she was saying no development.

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Ms. Vandevelde replied she was concerned about the acreage. She sees smaller lots. The existing homes in the area all have 2.5 to 3 acres. Larger lots would be a good thing.

Chair Niemioja closed the public hearing.

Planning Commission Discussion

Chair Niemioja said the Commission has not had a request to down-zone in a while. Having less density, as long as Staff approves, from her perspective seems like a relief. She felt the request was a good step.

Commissioner Robertson commended those people that had concerns and felt tonight would be a good night to get their concerns on the record even if they are not subject to what is being voted on tonight. She commends them for being a step ahead. She said this is the initial place to look at density. The Developer has an obligation to provide a public meeting for all to express concerns, even concerns such as keeping it less dense. She suggested residents be alert for the public meeting to express concerns that were expressed tonight.

Chair Niemioja addressed the Housing Committee letter in which the Committee was hoping this would maintain at a higher density. She felt it was important to hear from a group of volunteers who look at the entire city as a whole trying to provide input. Nothing in the letter helps her understand why this particular parcel needs that level of diversity. She hoped the Housing Committee could flesh that out and bring it to the City Council if they believe this should stay at a higher density. She appreciated the letter. She didn't know enough information to sway her that would not change her mind.

Commissioner Challeen said when reading the letter and looking at considerations around why this would be low density residential based on some of the constraints of the land, it swayed her more towards low density rather than low medium, not based on a plan, but looking at the land and what fits.

Chair Niemioja opened the public hearing for a question from a resident.

Andy Hansen, 6750 Arlene Avenue, asked about what the Housing Committee was.

Chair Niemioja replied it is a volunteer committee. It is not televised and meets quarterly.

Mr. Hunting said they meet five times a year.

Chair Niemioja said there is information on the city website about the Committee and their purview. They look at housing stock, diversity in housing, affordable housing, senior housing and how it all fits in. The Committee takes matters as they find them interesting. Their intent is to work with Staff and if there is a concern Staff shares that with the Commission. Like any Commission position, there is the ability to apply in the spring.

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Commissioner Simon asked if the Housing Committee had meeting dates located online.

Mr. Hunting replied in the affirmative.

Commissioner Scales said he drove up and down 70th and looked at this development. It's changed a lot. He grew up on a small hobby farm there which is now Athena Way, a name they found in the Dictionary to name the street. He has watched the location over the last 40 years, some has been good to see, some has concerned him. The development going down there now, the way they cleared everything, there was another development like that off of Inver Grove Trail, everything was clear cut. Once the developer came to the Commission a second time, requirements were placed that they not do that and try to maintain the character the best they can, understanding the topography has limitations. He liked the idea of the development with lower density compared to what they could have done in the area. He believes it would help as a buffer from the smaller to larger lots. He felt there was some opportunity for buffer zones. As it sits, he felt it was a good-looking start to a development.

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Simon, to approve the Comprehensive Plan from Low Medium Density Residential, to Low Density Residential, with the three listed conditions for Summergate Development, located in the Northwest Area.

Motion carried (8/0). This item will go before the City Council on January 10, 2022.

DRAFT

CASE NO: 21-64PA

APPLICANT: Summergate Development

PROPERTY OWNER: M&E Investments, LLC

REQUEST: Comprehensive Plan Amendment

HEARING DATE: December 21, 2021

LOCATION: 1401 70th Street

COMPREHENSIVE PLAN: LMDR, Low-Medium Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application for a comprehensive plan land use change for a future proposed single family development located in the Northwest Area on land located on the north side of 70th Street, east of Hwy 3. The applicant is proposing an overall project density less than the minimum density allowed under the current designation. The current designation, LMDR would allow for 4-8 per acre. The applicant is proposing a project with an anticipated density of 2.0 units per acre. The applicant is requesting a change to LDR which has a density range of 1-4 units per acre. The project site consists of a single parcel of 77.2 gross acres or approximately 66.9 net developable acres.

The property is currently zoned A, Agricultural and guided LMDR, Low- Medium Density Residential. The property is also located within the Northwest Area Overlay District.

The applicant has chosen to request the land use change portion of the application first before a detailed PUD application is submitted. A concept plan of the development is included with this report. Some elements of the concept plan may need some changes to meet the Northwest Area's requirements and that would be addressed with the PUD plan review. The task at hand with the comprehensive plan review is to determine if Low Density Residential is an appropriate land use.

SURROUNDING USES
The subject property is surrounded by:

North Large lot residential; zoned A; guided LDR.
East Large lot residential (Inver Grove Acres); zoned E-1; guided LDR
West Large lot, Canvas development; zoned A and Residential PUD; guided LMDR, MU, LDR
South Large lot residential; zoned E-1; guided LDR

EVALUATION OF REQUEST

Comprehensive Plan Amendment

The subject parcel is currently guided Low Density Residential.

LMDR is defined in the 2040 Comprehensive Plan as follows:

"The low-medium density residential category includes a combination of single family attached and single family detached housing that is generally at a greater density than traditional single family housing in Inver Grove Heights. Density of the LMDR category ranges from 4-8 units per net acre. This land use category is principally isolated to the Northwest Area."

Low Density Residential is defined in the 2040 Comprehensive Plan as:

"The low-density residential category encompasses traditional "urban" density development in Inver Grove Heights. LDR includes lots or parcels ranging from 1 unit per acre to 4 units per net acre. Substantial portions of the low-density residential area are anticipated to develop at a density of two to three units per net acre. Housing types in the low-density residential category include single-family detached homes, twin home units and lower density townhome style developments. In all cases, low-density residential development will be served by public water and sanitary sewer systems."

Existing surrounding uses. There are a range of residential densities in the area with new sewered developments approved and older large lot unsewered developments. The land along the entire east boundary of the site is 2.5 acre lots in the Inver Grove Acres subdivision. The land to west along the southern half of the site is the Canvas at Inver Grove Heights development which consists of detached single family homes at approximately 4 units per acre. Land to the north and along northwest corner is large parcels with one home that will eventually develop with sewered residential. These areas are guided LDR with a 1-4 unit per acre range. The land immediately to the south is an existing neighborhood of approximately 5.0 acre lots that will also someday develop into sewered residential of 1-4 units per acre.

The submitted sketch plan shows 123 units over the 66 net acre site. This would be approximately 1.9 units per acre.

The following provides some rationale for approval and denial of the proposed land use change.

RATIONAL FOR THE LAND USE CHANGE

- The site contains many development constraints which makes achieving the current land use designation difficult. The site contains some wetlands and an expanded water body created by the previous landowner. There is also a gas easement running east west through the middle of the site which creates limitations. The topography of the site also creates additional challenges. Required street impacts include; a north-south street, two east-west streets and right-of-way for future 65th Street. Based on these constraints, there is only about 44+ acres of potentially developable area. The proposed density of the site was decreased in the 2040 plan compared to the 2030 plan; however, the physical constraints continue to cause problems in achieving a density range of 4-8 units per acre.

- A low density residential designation could be a better density transition from the existing large lot residential to the east, through this project and then westward. A lower density project allows for more opportunity to provide some type of buffer or possibly an open space buffer between the back yards of the 2.5 acre lots and the proposed lots. An LDR designation would also be consistent with the existing land use designation for the parcels abutting to the north, east and south.

- The applicant has gone through the required sketch plan review process per the Northwest Area and has submitted preliminary information pertaining to the Natural Resource Inventory, net developable area, and development capacity plan. The current sketch plan would fall short, a gap of about 53 units of the anticipated 176 units based on financial and 2040 comp plan density calculations. The applicant recognizes the shortfall of units and will address as possible with a future preliminary plat/PUD application.

RATIONALE AGAINST THE LAND USE CHANGE

- A reduction in allowed density could have an impact on NW Area density financial assumptions and on overall city wide density assumptions.

- Loss of density could have an impact on rooftop totals needed to support commercial in the area and could have an impact on fees collected for park dedication to support park development in the Northwest Area.

- A different or mix of unit types could be provided to increase density. This could be some townhomes or single family on narrower lots.

Northwest Area Infrastructure Financing Policy

The need to maintain densities in the Northwest Area is important to provide the funding to cover the trunk sewer, water costs in the Northwest Area. The 2040 Comprehensive Plan identifies the importance of this and states the following in the plan:
"The City of Inver Grove Heights bases sewer and water infrastructure fees on the land use data from the future land use plan contained in the comprehensive plan. Baseline fees for sewer and water infrastructure systems shall be determined based on applying a reasonable density consistent with the descriptions within the Comprehensive Plan. These densities are as follows (see Table 2-9).

Table 2-9. Assumed Densities in Northwest Area for Infrastructure Financing

Future Land Use Category Density (units per acre)
LDR – Low Density Residential 2.00
LMDR – Low Medium Density Residential 4.00
MDR – Medium Density Residential 8.00
HDR – High Density Residential 12.00
MU – Mixed Use (Residential portion of land only) 15.00

If a developer chooses to develop at a lower density (either by developing at a lower density threshold within the allowable range or by requesting a comprehensive plan amendment to a lesser density land use), then the developer must make up the financial difference in utility connection and hookup fees. The basis for the development is assumed by applying the above densities to the net developable area of the proposed development. This policy was established by Resolution #14-192 adopted by the City Council in November 2014."

Any shortage of units from a comp plan amendment to a lower density would be addressed with the preliminary plat/PUD application and approval.

Overall Density Implications

With the current designation of LMDR and net area of approximately 66 acres, the unit count range for the site would be between 264 and 528. With a designation of LDR, the unit count range for the site would be 66 and 264. Factoring in all the physical constraints on the property, the financial density assumptions for the site is 174 units to pay its fair share of the trunk municipal facilities. A drop to a lower density would increase the chance of a project that does not meet the minimum threshold density. In this case, initial lot count from a sketch plan has 123 lots. More lots will be required to meet the minimum density for the potential R-1C zoning when detailed site plans are submitted.

The change to LDR would have a minimal impact on the city's overall residential density. The comp plan assumes an average density over all residential types of 4.43 units per acre. The requested change would have a minimal impact, bringing the overall density down to 4.33 units per acre.

ALTERNATIVES

The Planning Commission has the following alternatives available for the proposed request:

A. **Approval** If the Planning Commission finds the application acceptable, the Commission should make the following recommendations:

o Approving the Comprehensive Plan Amendment from LMDR, Low Medium Density Residential to LDR, Low Density Residential subject to the following conditions:

1. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

2. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

3. The comprehensive plan land use change shall not become effective until a rezoning and development plan has been approved by the City Council.

B. **Denial** If the Planning Commission does not favor the comprehensive plan amendment, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, findings or the basis for the denial should be given.

RECOMMENDATION

This report provides definitions of the existing and proposed comp plan land use designations and some pros and cons for approval. The change to a lower density category would have some benefits in that it would be a better transition to the neighborhood to the east and would be consistent with the guiding of parcels to the north, south and northwest.

The resulting reduced density would not have a significant impact on the city overall and the Comprehensive Plan lays out that a developer would be responsible for covering the cost of any reduction in units from assumed densities.

Staff feels the request would be compatible with surrounding existing land use and would not change the character of the area. Staff would be supportive of the proposed comprehensive plan amendment.

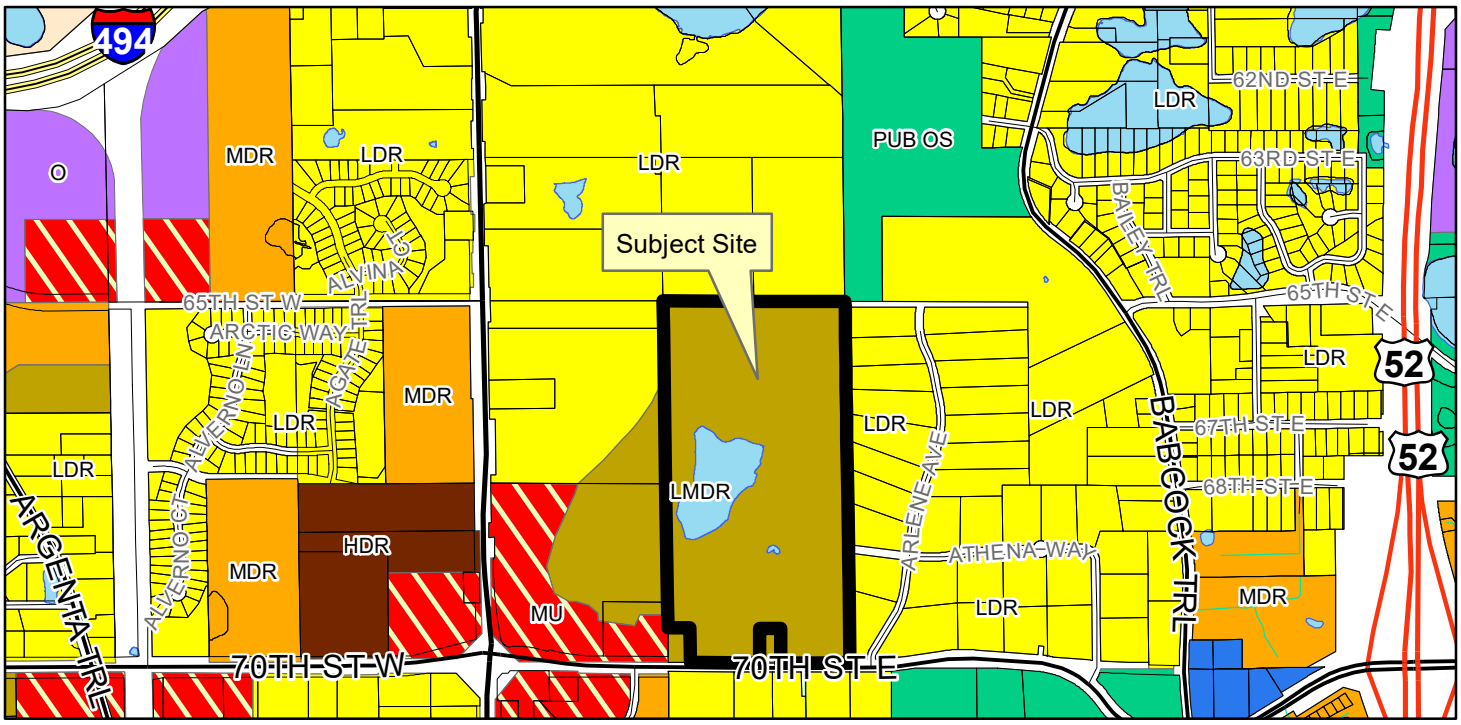
Attachments: Location Map
Existing/Proposed Comp Plan Map
Applicant Narrative
Concept Sketch Plan

Location Map
Case No. 21-64PA

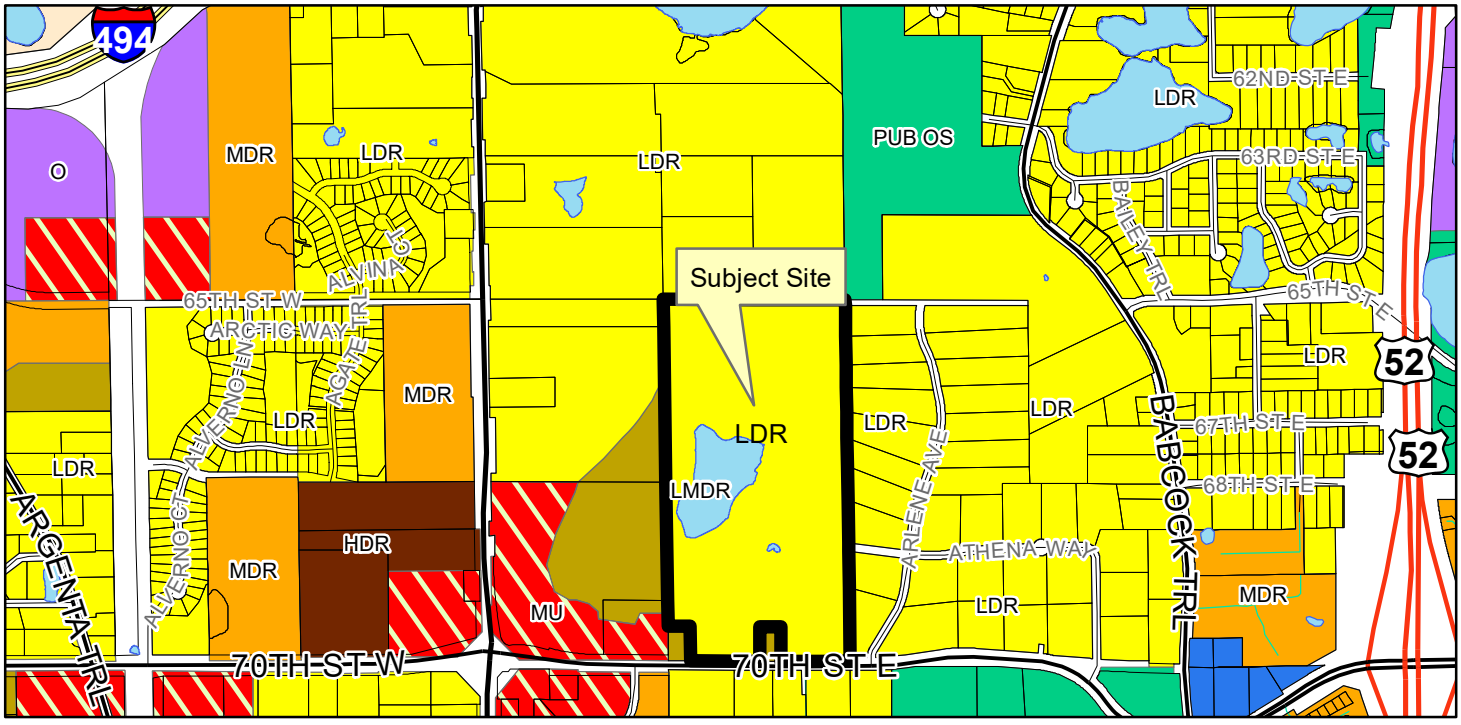


Comp Plan Amendment
Case No. 21-64PA

Existing Comp Plan



Proposed Comp Plan



Request Narrative

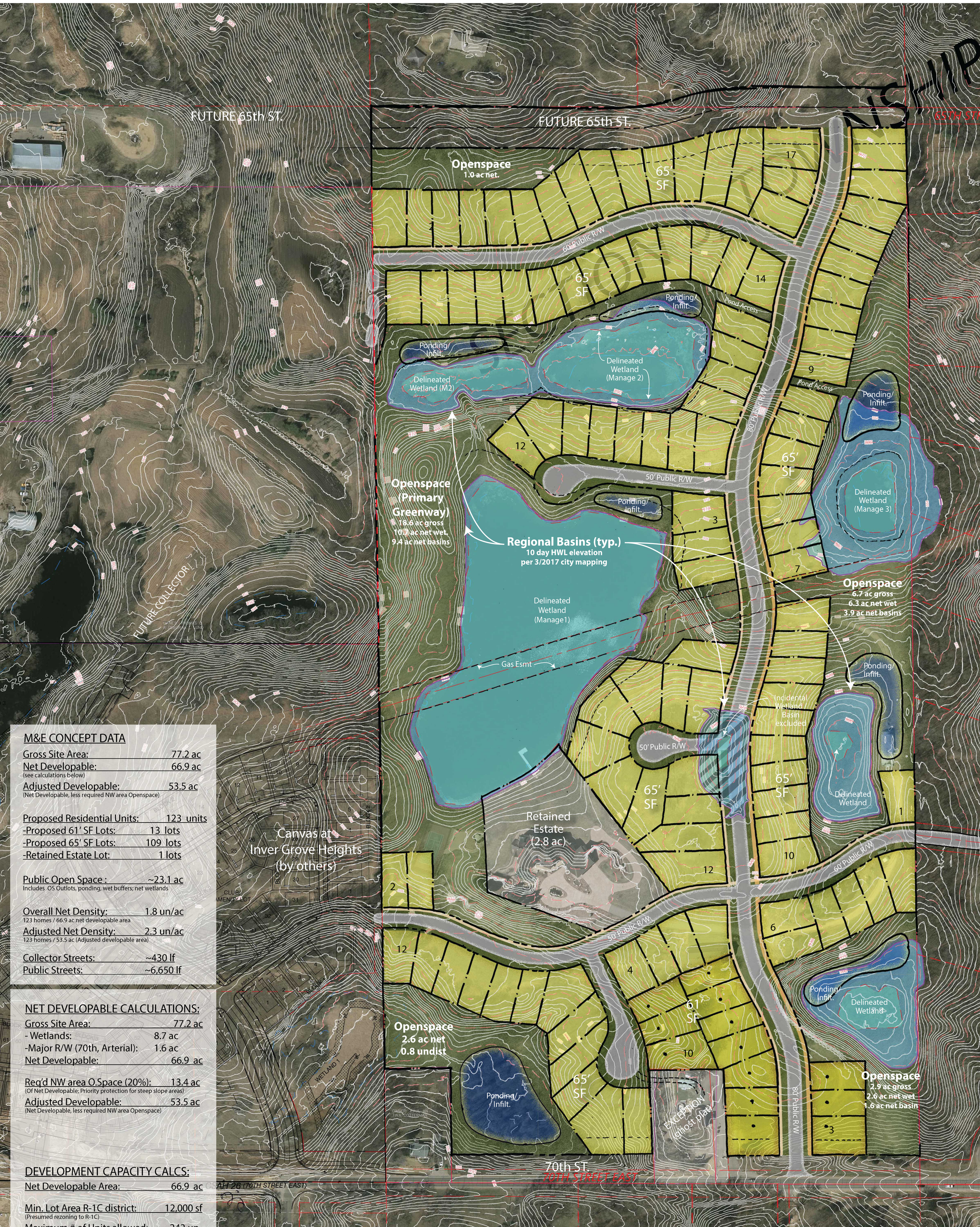
Summergate Companies is requesting approval of a Comprehensive Plan Amendment, redesignating the property at 1401 70th Street E (Parcel ID#200050053010) from LMDR (Low-Medium Density Residential) to LDR (Low Density Residential). The 77-acre property contains a large estate home and is constrained by numerous wetlands, a gas pipeline easement, multiple fixed access points, and steep slopes. In addition, the open space requirements established within the Northwest Study Area further reduce buildable area and create limited options for site layout and housing product types. The resulting buildable acreage is around 48 acres or 62% of the overall site. Summergate has evaluated several concept plans in order to achieve density requirements established under the current LMDR designation (4-8 units per net acre). Based on the constraints identified previously, along with the intent to retain the existing estate home on acreage and to provide uses that are compatible with adjacent low density residential uses, single family lots have been identified as the most feasible and desirable development approach to the property.

The concept plan under consideration includes approximately 120 lots which would accommodate traditional single homes as well as villa homes. The resulting net density of 2.4 units per acre would necessitate an amendment to the Comprehensive Plan to the LDR designation (1-4 units per net acre). The proposed plan would provide a desirable land use transition from larger acreage lots to the east, south, and north to planned higher density development to the west and would be consistent with the City's land use objectives and policies, notably:

- Creation of a quality living environment that is adapted to the natural environment.
- Street alignments that fit the contours of the natural landscape.
- Provision of housing styles consistent with the inherent characteristics of the site.
- Development that incorporates natural features as integral elements of the residential environment and utilizes natural features as connecting links between and through neighborhood areas.
- Provision of on-site retention of storm water in open space areas without negatively impacting natural areas and without creating negative impacts on the overall visual aesthetics of the area.
- Provision of infrastructure that is consistent with the overall development plan for the area.
- Adequate funding of sewer and water infrastructure extension based on city land use assumptions consistent with the comprehensive land use plan and financial projections based on engineering cost estimates for infrastructure development.
- Land planning that creates neighborhood areas with a unique personality reflecting the natural beauty of the area as well as the overall context of the community.

We respectfully request approval of the proposed Comprehensive Plan Amendment. We look forward to presenting more detailed plans at your Planning Commission and City Council meetings as soon as possible. Please do not hesitate to contact us with any questions or concerns.

SF Sketch Plan w/ Regional Basin Overlay



M&E CONCEPT DATA

Gross Site Area:	77.2 ac
Net Developable: (see calculations below)	66.9 ac
Adjusted Developable: (Net Developable, less required NW area Openspace)	53.5 ac
Proposed Residential Units:	123 units
-Proposed 61' SF Lots:	13 lots
-Proposed 65' SF Lots:	109 lots
-Retained Estate Lot:	1 lots
Public Open Space : Includes OS Outlots, ponding, wet buffers; net wetlands	~23.1 ac
Overall Net Density: 123 homes / 66.9 ac net developable area	1.8 un/ac
Adjusted Net Density: 123 homes / 53.5 ac (Adjusted developable area)	2.3 un/ac
Collector Streets:	~430 lf
Public Streets:	~6,650 lf

NET DEVELOPABLE CALCULATIONS:

Gross Site Area:	77.2 ac
- Wetlands:	8.7 ac
-Major R/W (70th, Arterial):	1.6 ac
Net Developable:	66.9 ac
Req'd NW area O.Space (20%): (Of Net Developable; Priority protection for steep slope areas)	13.4 ac
Adjusted Developable: (Net Developable, less required NW area Openspace)	53.5 ac

DEVELOPMENT CAPACITY CALCS:

Net Developable Area:	66.9 ac
Min. Lot Area R-1C district: (Presumed rezoning to R-1C)	12,000 sf
Maximum # of Units allowed: (Net Developable area, divided by min. lot area of 12,000 sf)	242 un.
Minimum # of Units allowed: (Net Developable area x 2.0 un/ac min.)	134 un.

SUMMERGATE

Westwood

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12701 Whitewater Drive
Minnetonka, MN 55343
westwoodps.com

Westwood Professional Services, Inc.

12/02/2021

0032671

M&E Property

Inver Grove Heights, MN

0' 100' 200' 300'

N

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

Request for Council Action

TITLE: AT HOME APARTMENTS

		Fiscal/FTE Impact	**Mark all that apply**
Meeting Date:	January 24, 2022	None	
Item Type:	Regular Agenda	Amount included in current budget	
Contact:	Allan Hunting 651-450-2554	Budget amendment requested	
Prepared by:	Allan Hunting	FTE included in current complement	
Reviewed by:		New FTE requested – N/A	
		Other	

ACTION REQUESTED:

The Council is asked to consider the following requests for property located at the northwest quadrant of Hwy 3 and 70th Street;

- A Resolution approving a Comprehensive Plan Amendment to change Lot 1, Block 2 from HDR, High Density Residential to MDR, Medium Density Residential.
    - Requires a 4/5th's vote.

- An Ordinance Rezoning Lot 1, Block 1 and Lot 1, Block 2 from A, Agricultural to R-3B/PUD Multiple Family Residential District.
    - Requires a 3/5th's vote.

- A Resolution approving a Preliminary Plat for a three lot, four outlot plat and Preliminary PUD Development Plan for a 253 unit Residential development over Lot 1, Block 1 and Lot 1, Block 2 to be known as At Home Apartments.
    - Requires a 3/5th's vote.

    - 60-day deadline: February 2, 2022 (extended by applicant)

SUMMARY

The applicant is proposing to construct 253 units with a mix of townhomes, twin homes and apartment building for the first phase of the development. The primary change is the location of the apartment building that now fronts along future Agate Trail, south of the original location and not fronting 67th Street. The project area contains approximately 29.47 acres. The project will also include a 4 acre park in phase one.

Future phases of the project are expected to include 300 apartment units and 16,000 square feet of retail.

ANALYSIS

This group of land-use applications raises the following issues for the Council's consideration:

1. **Comp Plan Amendment:** The overall site is currently guided for a combination of High Density Residential and Medium Density Residential. The requested Comp Plan Amendment simply shifts the dividing line between the two designations to the east, resulting in a slightly larger share of the site being guided for medium density residential and a slightly smaller share of the site being guided for high density residential. If approved, all of the development proposed at this time would be in the area guided medium density residential.

2. **Rezoning Request:** The entire parcel is currently zoned A, Agricutural District. The requested rezoning would zone the western portion, which is proposed to be developed first, to R-3B. The allowable density in an R-3B zoning district is 8 - 12 units per acre. The density of the development being proposed is 8.6 units per acre. A rezoning of the eastern portion of the site would be requested at a later date, when more detailed plans for that phase are submitted.

3. **Flexibility Under PUD/NWA Overlay:** The developer is requesting flexibility when it comes to the mix of unit/building types and certain setbacks, as follows:
   - To allow buildings along 70th Street to be 40 feet from the right-of-way, when the standard requirement is 50 feet.
   - To allow Building #36, which is internal to the site and fronts a private road, to have a corner setback of 14 feet, when the standard is 20 feet.
   - To allow a greater percentage of the units to be in buildings of 5 or more units per building. The developer seeks to have 72% of units in buildings of 5 units or more on Lot 1, Block 1, and 86% of units on Lot 1, Block 2 when the standard is 50%. The proposed development would have the following mix and number of building types:

Lot 1, Block 1	Proposed Units	Percentage of units on lot	Maximum Percentage of units in each building type allowed if zoned R-3B
Total 2 unit buildings	42	Proposed 25%	Allowed 30%
Total 4 unit buildings	4	Proposed 2%	Allowed 100%
Total 5+ (6 unit+apt building)	119	Proposed 72%	Allowed 50%

Lot 1, Block 2	Proposed Units	Percentage of units on lot	Maximum Percentage of units in each building type allowed if zoned R-3B
Total 2 unit buildings	0	Proposed 0%	Allowed 30%
Total 4 unit buildings	12	Proposed 14%	Allowed 100%
Total 5+ (6 unit+apt building)	76	Proposed 86%	Allowed 50%

4. **Park Dedication:** The proposed development would meet its park dedication requirement by dedicating 4.08 acres of land for a park (68% of the obligation) and paying $1,012,000 in cash (32% of dedication). The proposed park would be along the northern portion of the site, in the southeast corner of the intersection of 67th St. and Agate Trail. The Parks & Recreation Advisory Commission has reviewed this proposal and recommends its acceptance.

5. **Other Concerns.** Questions have been raised regarding a tree inventory and planned tree removal. The applicant will be required to conduct a full tree inventory and present results and a reforestation plan with the final PUD plan set. Questions were also raised regarding the height of the large (95 unit) apartment building. The maximum building height for a multi-family building in the R-3B zoning district is 56 feet. The proposed apartment would be approximately 55 feet. For comparison, single family homes can have a maximum height of 35 feet.

RECOMMENDATION:

Planning Staff: Staff recommends approval of the requested items for the following reasons:

- It is largely consistent with the City's adopted 2040 Comprehensive Plan, which guides this area for medium and high density residential development. The Comp Plan calls for increasing the type and mix of housing units available in the community and this project would contribute toward that.
- Public investments in transportation and utility infrastructure have been or are currently being made in this area specifically to support growth and development such as this. The development will bring in revenue to help pay off the significant investment the City has already made in area infrastructure.
- The proposed development will result in more than 250 additional households in the area, which will support existing and desired new growth in retail, restaurant and commercial businesses.
- The grouping of units into fewer, but larger buildings, reduces the amount of grading and tree removal needed and allows for more open space to be retained. The proposed project falls within the allowable density for the zoning district (at 8.6 units per acre when 8-12 is allowed), it is just the mix of buildings that the City would be providing some flexibility on.

Planning Commission: Recommended approval of the revised preliminary plat and PUD with new apartment location (8-0).

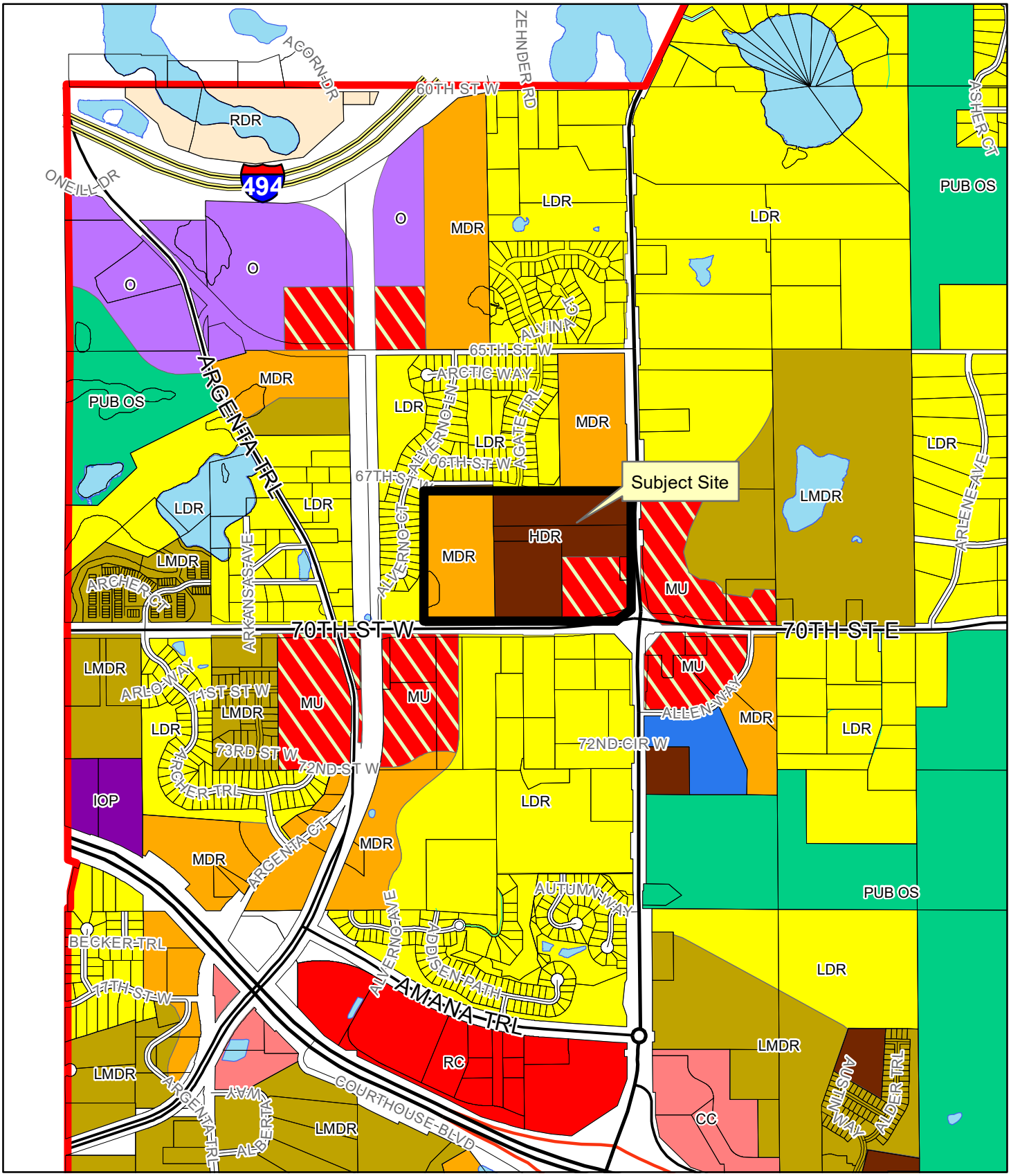
Recommended approval of the comp plan amendment to MDR (8-0) and Recommended denial of the rezoning to R-3B (6-2).

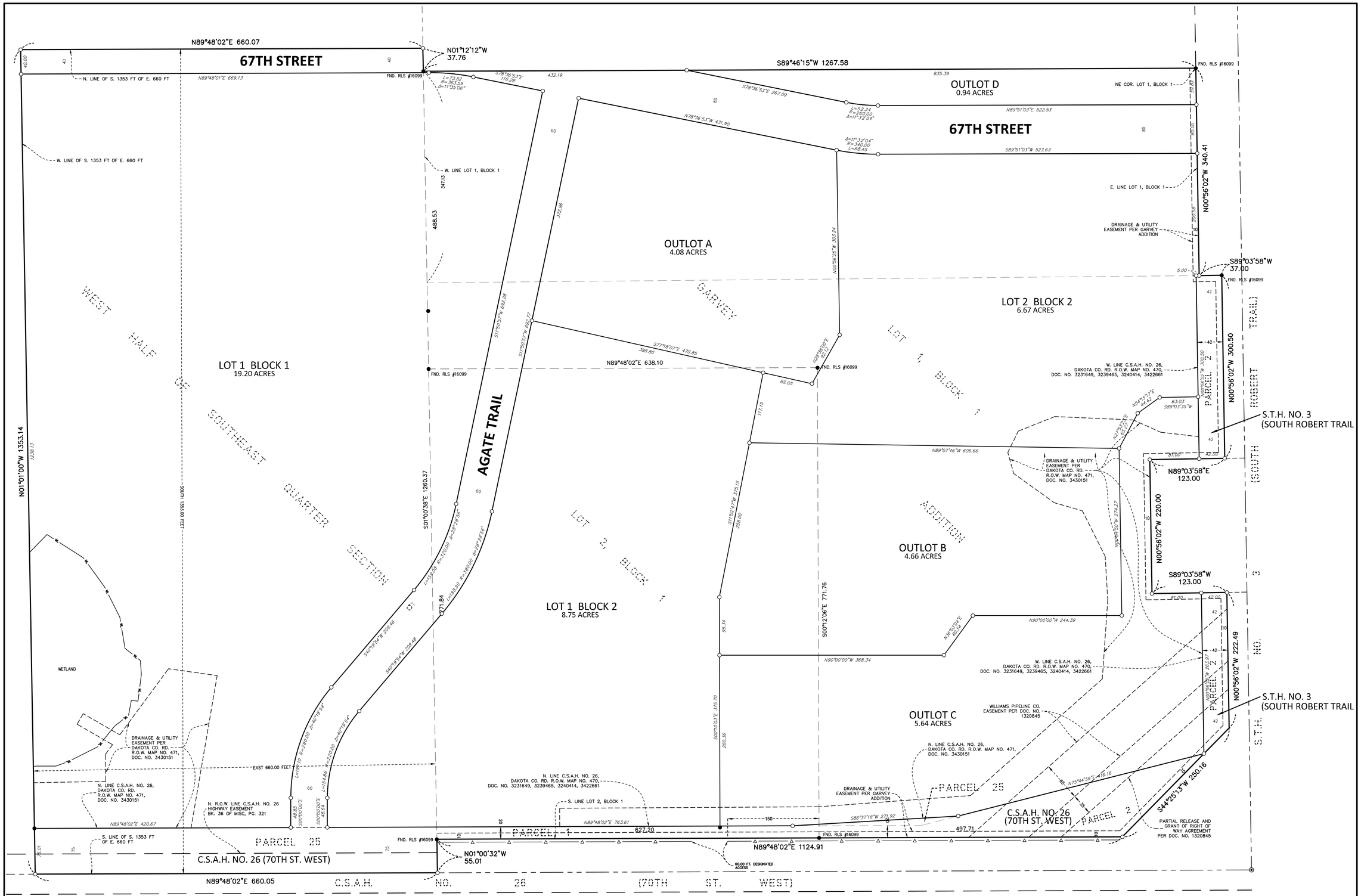
Attachments: Preliminary Park Dedication Calculations
Maps: Location, Preliminary Plat, Site Plan, Zoning and Comp Plan Maps
Resolution for Comprehensive Plan Amendment
Rezoning Ordinance
Resolution for Preliminary Plat and Preliminary PUD
Planning Commission Recommendation for October 5 and December 21 meetings
Planning Report for October 5 and December 21 Planning Commission meetings

PRELIMINARY PARK CONTRIBUTION CALCULATIONS (1/16/22)

Name of Subdivision	At Home Apartments
Net Land Area	33.56 acres
Zoning	R-3B
100% thru Land Dedication	R-3B – 6.04 acres (18% of net land area)
100% thru Cash Dedication	R-3B - $4,000 x 253 = $1,012,000
Proposed Land Dedication	4.08 acres (68% of obligation)
Proposed Cash Contribution	R-3B - $323,840 (32% of obligation
Park & Rec Recommendation	4.08 acres land, balance in cash

Location/Comprehensive Plan Map
Case No. 21-45PUD





SUBJECT PROPERTY

Description from title commitment:

Parcel 1:

The South 1353.00 feet of the East 660.00 feet of the West Half of the Southeast Quarter of Section 6, Township 27, Range 22.

Dakota County, Minnesota
Abstract Property

Parcel 2:

That part of Lot 1, Block 1, Garvey Addition, Dakota County, Minnesota which lies Northerly of a line described as follows: Commencing at the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1, a distance of 340.41 feet to an angle point in said East line, said point being the point of beginning of the line to be described; thence Westerly a distance of 1267.06 feet to a point on the West line of said Lot 1 which is 347.13 feet South of the Northwest corner thereof, as measured along said West line, and there terminated.

Dakota County, Minnesota
Abstract Property

Parcel 3:

That part of Lot 1, Block 1, Garvey Addition, Dakota County, Minnesota which lies Southerly of a line described as follows:
Commencing at the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1, a distance of 340.41 feet to an angle point in said East line, said point being the point of beginning of the line to be described; thence Westerly a distance of 1267.06 feet to a point on the West line of said Lot 1 which is 347.13 feet South of the Northwest corner thereof, as measured along said West line, and there terminating.

Dakota County, Minnesota
Abstract Property

Parcel 4:

Lot 2, Block 1, Garvey Addition.

Dakota County, Minnesota
Abstract Property

PROPERTY SUMMARY

THE GROSS LAND AREA OF THE SUBJECT PROPERTY IS 56.96 ACRES OR 2,481,134 SQUARE FEET.

PROPOSED:

LOT 1, BLOCK 1	836,239 SQ. FT. OR 19.20 ACRES
LOT 1, BLOCK 2	381,337 SQ. FT. OR 8.75 ACRES
LOT 2, BLOCK 2	290,707 SQ. FT. OR 6.67 ACRES
OUTLOT A	177,780 SQ. FT. OR 4.08 ACRES
OUTLOT B	203,029 SQ. FT. OR 4.66 ACRES
OUTLOT C	245,853 SQ. FT. OR 5.64 ACRES
OUTLOT D	41,060 SQ. FT. OR 0.94 ACRES
RIGHT -OF- WAY	305,129 SQ. FT. OR 7.02 ACRES

DEVELOPMENT NOTES

1. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
2. THE BEARING SYSTEM IS BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM, NAD83 (1986 ADJUST).
3. SUBJECT PROPERTY'S ADDRESSES & PID:
   1285 70th Street West, Inver Grove Heights, MN. PID# 20-00600-78-012 (Parcel 1)
   6815 Robert Trail South, Inver Grove Heights, MN. PID# 20-28500-01-012 (Parcel 2)
   1165 70th Street West, Inver Grove Heights, MN. PID # 20-28500-01-020 (Parcel 4)
   The property address for Parcel 3 is unassigned. PID # 20-28500-01-011

NORTH
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www.sambatek.com
12800 Whitewater Drive, Suite 300
Minnetonka, MN 55343
763.476.6010 telephone
Engineering | Surveying | Planning | Environmental

Client
COLLAGE ARCHITECTS

708 NE 15TH AVE
MINNEAPOLIS, MN 55413

Project
AT HOME APARTMENTS

Location
INVER GROVE HEIGHTS, MN
LOCATION ADDRESS

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

George D. Abernathy
Registration No. 43505 Date: MM/DD/2021

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

Summary

Designed: GDA Drawn: JGP
Approved: JMM Book / Page:
Phase: PRELIMINARY Initial Issued: MM/DD/2021

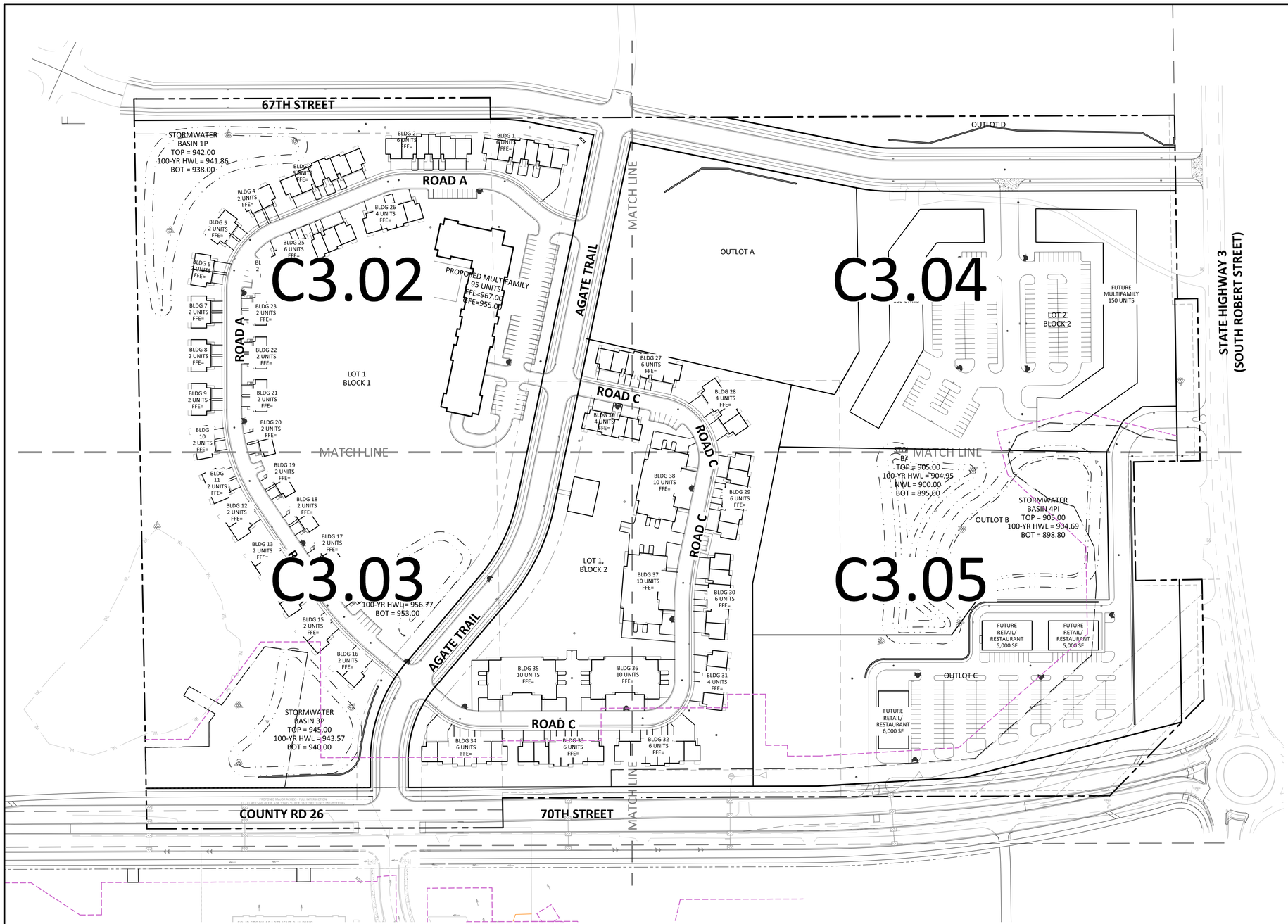
Revision History

No.	Date	By	Submittal / Revision
A	6/7/21		Preliminary PUD Submittal

Sheet Title

Sheet No. Revision

Project No. 22291.02



DEVELOPMENT SUMMARY

AREA		
GROSS SITE AREA	2,481,134 SF	56.96 AC
LOT 1, BLOCK 1	836,239 SF	19.20 AC
LOT 1, BLOCK 2	381,337 SF	8.75 AC
LOT 2, BLOCK 2	290,707 SF	6.67 AC
LESS OUTLOT A	177,780 SF	4.08 AC
LESS OUTLOT B	203,029 SF	4.66 AC
LESS OUTLOT C	245,853 SF	5.64 AC
LESS OUTLOT D	41,060 SF	0.94 AC
LESS RIGHT-OF-WAY	305,129 SF	7.02 AC
NET SITE AREA	1,508,283 SF	34.62 AC
UNIT TOTALS		
APARTMENT BUILDING		84 UNITS
DUPLEX BUILDINGS (x21)		42 UNITS
FOUR-PLEX BUILDINGS (x4)		16 UNITS
SIX-PLEX BUILDINGS (x10)		60 UNITS
TEN-PLEX BUILDINGS (x4)		40 UNITS
TOTAL		242 UNITS
PROPOSED BUILDING SETBACKS		
FRONT YARD		25 FEET
REAR YARD		25 FEET
SIDE YARD		10 FEET
ZONING		
EXISTING ZONING		A-AGRICULTURAL
PROPOSED ZONING		PUD, A-AGRICULTURAL
PARKING SUMMARY - MULTIFAMILY SITE		
PARKING REQUIRED		158 STALLS
PARKING PROVIDED		157 STALLS
PARKING SUMMARY - TOWNHOME SITES		
PARKING REQUIRED		342 STALLS
PARKING PROVIDED		489 STALLS
PARKING SUMMARY - FUTURE MULTIFAMILY SITE		
PARKING REQUIRED		563 STALLS
PARKING PROVIDED		450 STALLS
IMPERVIOUS SURFACES		
AREA (R3-C)	262,724 SF	6.03 AC
PERCENT		31.4 %
AREA (R3-B)	152,916 SF	3.51 AC
PERCENT		40.1 %
BUILDING SURFACE COVERAGE		
AREA (R3-C)	123,697 SF	2.84 AC
PERCENT		14.8 %
AREA (R3-B)	72,606 SF	1.67 AC
PERCENT		19.0 %

DEVELOPMENT NOTES

1. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
4. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
5. ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
7. SEE ARCHITECTURAL PLANS FOR PYLON SIGN DETAILS.
8. LIGHT STANDARD LOCATIONS ARE FOR REFERENCE ONLY, SITE LIGHTING PLAN IS DESIGN BUILD BY CONTRACTOR. CONTRACTOR SHALL CONFIRM LIGHT STANDARD LOCATION WITH LIGHTING VENDOR. OR SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
9. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
10. ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE HAVE BEEN DESIGNED WITH A MAXIMUM LONGITUDINAL SLOPE OF 4.5%, AND A MAXIMUM CROSS SLOPE OF 1.5%. THIS IS LESS THAN THE ADA CODE MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). THE MAXIMUM DESIGN SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE IS 1.5%, LESS THAN THE ADA CODE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE OF 2.00% (1:50). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS PAVEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT AND COORDINATE WITH GRADING CONTRACTOR.
11. "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
12. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.

CIVIL 3D MODEL LIMITATIONS

SAMBATEK'S DELIVERABLE AND GOVERNING DOCUMENTS FOR CONSTRUCTION SHALL BE A HARD COPY AND/OR PDF PLAN SHEETS. IF A CIVIL 3D MODEL IS GENERATED IN THE PROCESS OF PREPARING THE PLAN SHEETS, IT IS AS A DESIGN TOOL ONLY AND NOT AS A SEPARATE DELIVERABLE. AT THE OWNER'S REQUEST, WE WILL RELEASE OUR CIVIL 3D MODEL FOR THE CONTRACTOR'S USE. HOWEVER, ITS USE IS AT THE CONTRACTOR'S RISK AND SHALL NOT BE USED FOR STAKING OF CURB, SIDEWALK, OR OTHER HARD SURFACE IMPROVEMENTS. IF A CIVIL 3D MODEL FOR STAKING HARD SURFACE IMPROVEMENTS IS REQUIRED, WE CAN PROVIDE A SUPPLEMENTAL AGREEMENT FOR REFINEMENT AND PREPARATION OF THE CIVIL 3D MODEL.

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

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

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

NORTH

0 80 160

SCALE IN FEET

Sambatek
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12800 Whitewater Drive, Suite 300
Minnetonka, MN 55343
763.476.6010 telephone
Engineering | Surveying | Planning | Environmental

Client

COLLAGE ARCHITECTS

708 NE 15TH AVE
MINNEAPOLIS, MN 55413

Project

AGATE TRAIL APARTMENTS

Location

INVER GROVE HEIGHTS, MN

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

George D. Abernathy
Registration No. 43505 Date: 06/07/2021

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

Summary

Designed: GDA Drawn: JGP
Approved: JMM Book / Page:
Phase: PRELIMINARY Initial Issued: 06/07/2021

Revision History

No.	Date	By	Submittal / Revision
	06/07/21		Preliminary PUD Submittal
	09/03/21		Preliminary PUD Resubmittal

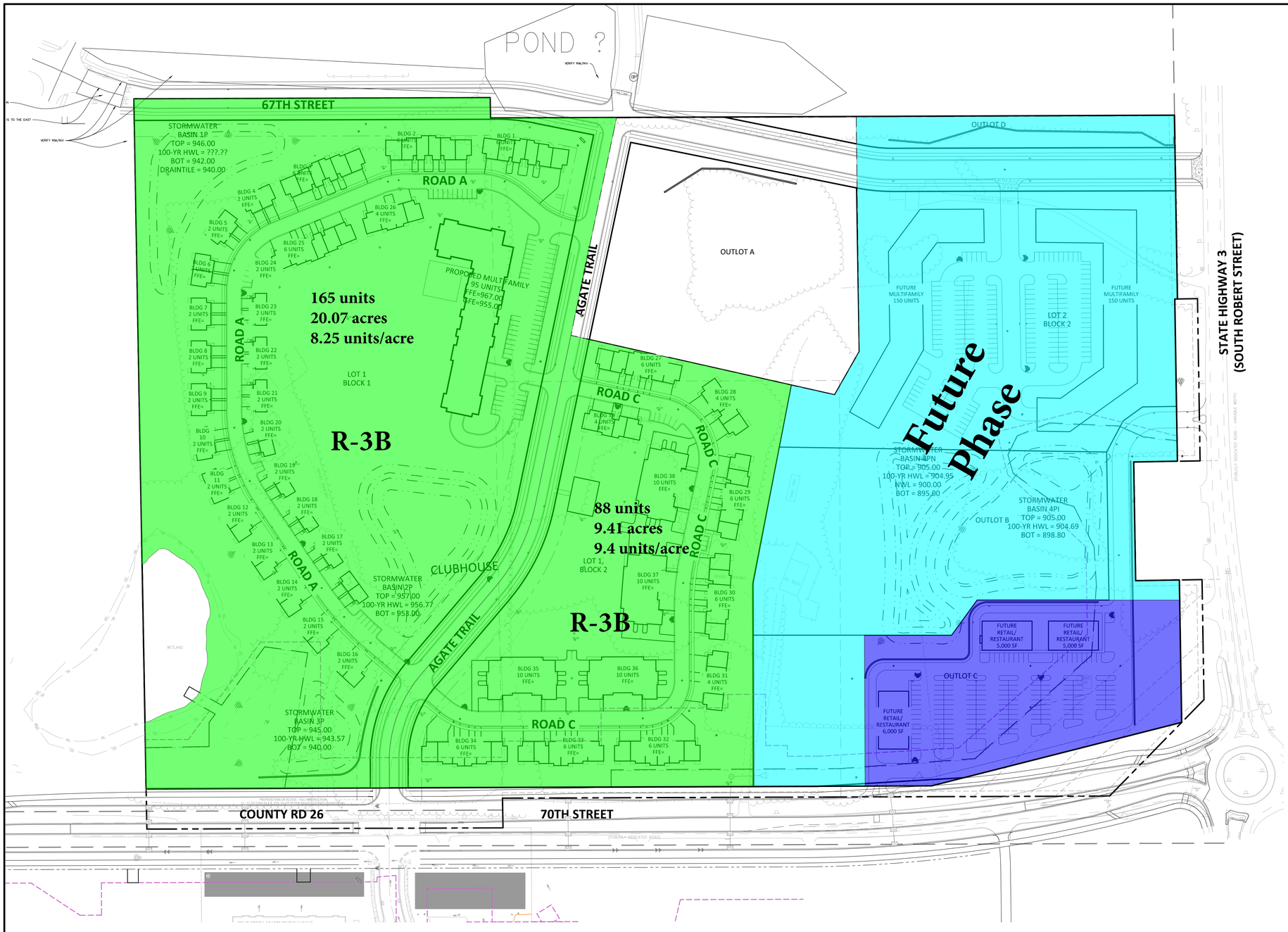
Sheet Title

OVERALL SITE PLAN

Sheet No. Revision

C3.01

Project No. 22291.02



Map Showing Proposed Zoning

LEGEND

PROPERTY LIMIT
CURB & GUTTER
EASEMENT
BUILDING

RESIDENTIAL DEVELOPMENT SUMMARY

	MULTI-FAMILY (R-3C)	MULTI-FAMILY (R-3C)
COMP. PLAN DESIGNATION	MDR	HDR
AREA	29.48 AC	15.14 AC
MIN. LOT AREA	2,000 SF	12,000 SF
DENSITY RANGE (2040 LAND USE)	8-12 UNITS/AC	12-35 UNITS/AC
UNITS	253	300
PROPOSED DENSITY	8.6 UNITS/AC	19.82 UNITS/AC
MINIMUM DENSITY (NW AREA OVERLAY)	8 UNITS/AC	12 UNITS/AC

COMMERCIAL DEVELOPMENT SUMMARY

		LOT AREA	BUILDING AREA	MINIMUM FAR	PROPOSED FAR
COMMERCIAL RETAIL (B-3)	MU	3.73 AC	16,000 SF	0.25	0.10

NORTH
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SCALE IN FEET

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Engineering | Surveying | Planning | Environmental

Client
COLLAGE ARCHITECTS

708 NE 15TH AVE
MINNEAPOLIS, MN 55413

Project
AGATE TRAIL APARTMENTS

Location
INVER GROVE HEIGHTS, MN

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

George D. Abernathy
Registration No. 43505 Date: 06/07/2021

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Summary

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Revision History

No.	Date	By	Submittal / Revision
	06/07/21		Preliminary PUD Submittal
	09/03/21		Preliminary PUD Resubmittal
	09/24/21		Preliminary PUD Comment Response

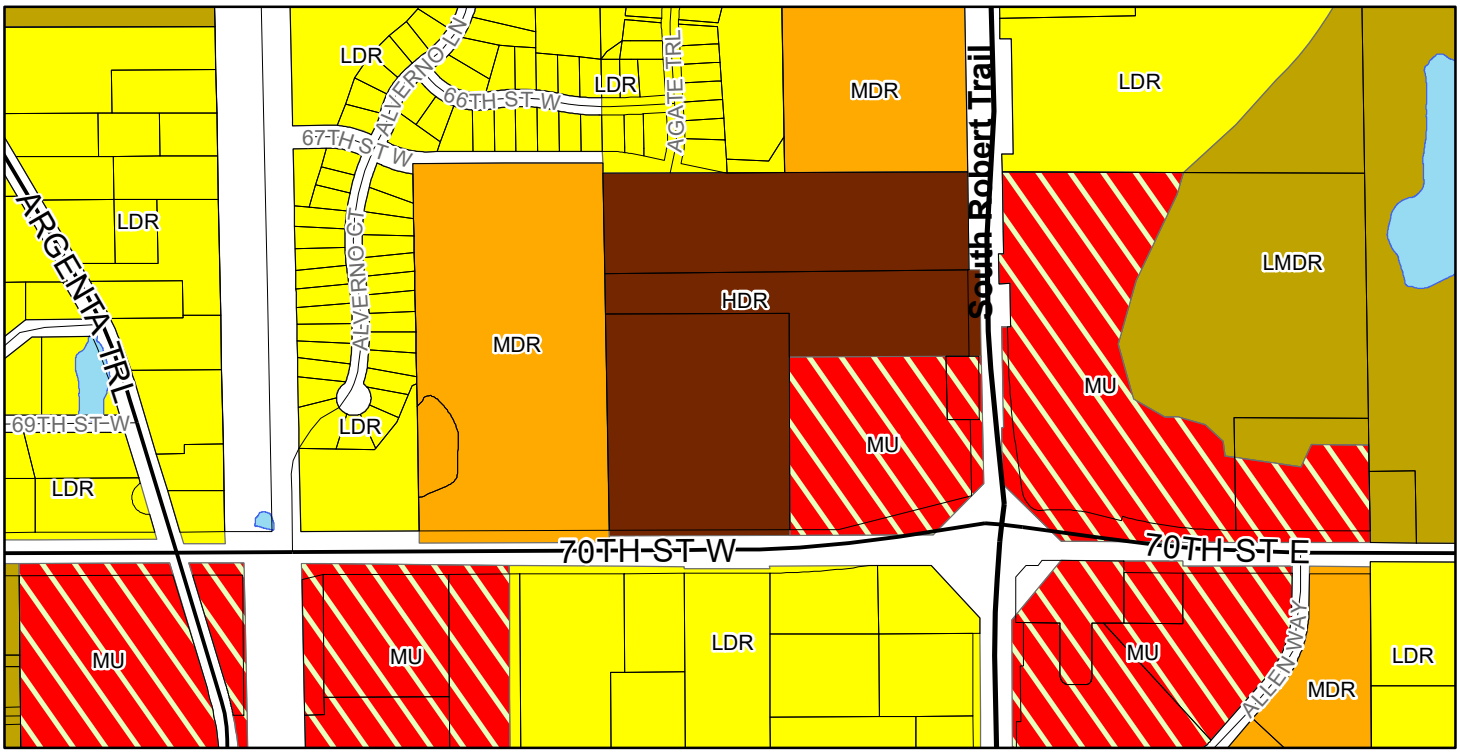
Sheet Title
DEVELOPMENT CAPACITY PLAN

Sheet No. Revision
C3.06

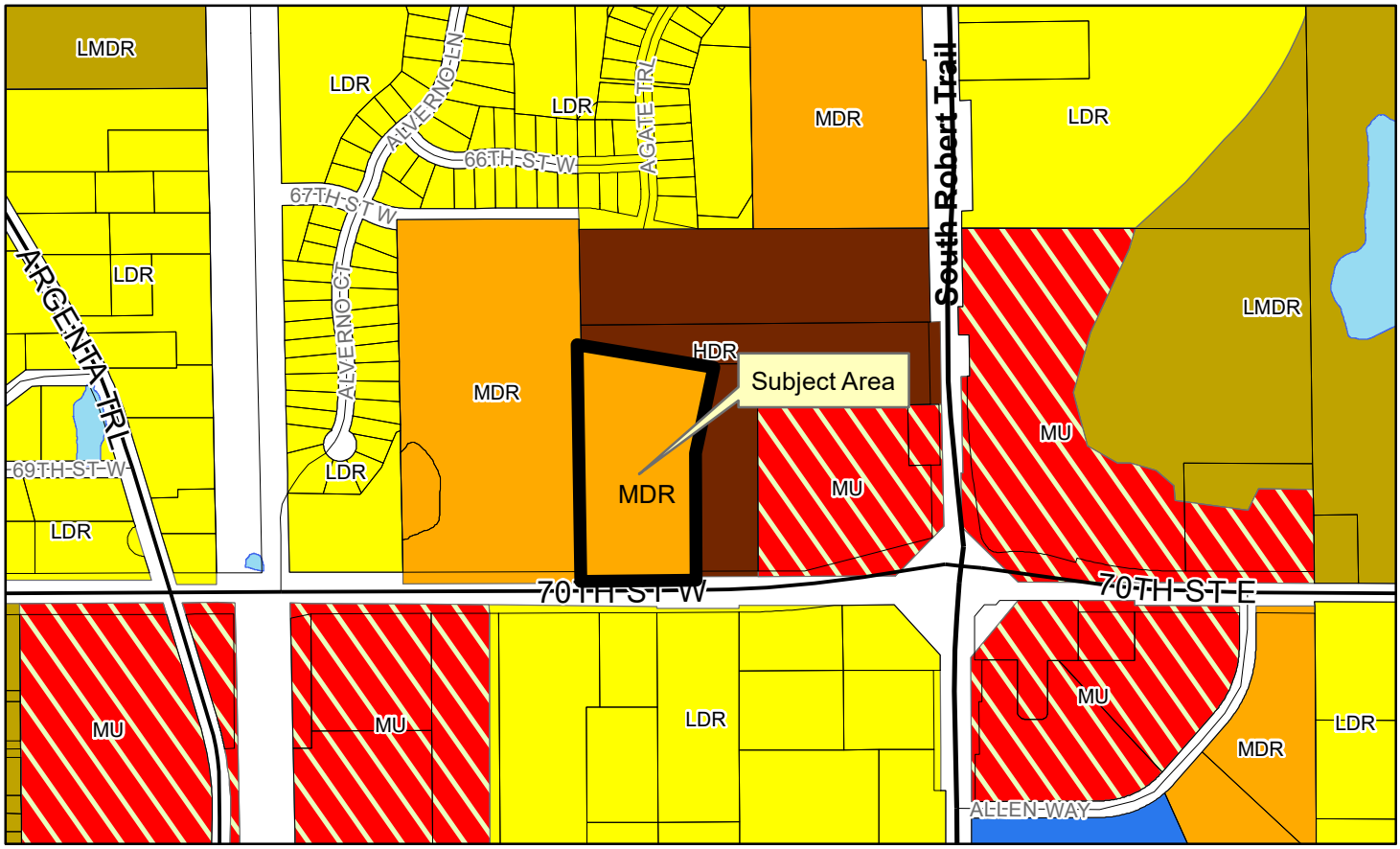
Project No. 22291.02

At Home Apartments CPA

Existing Comp Plan



Proposed Comp Plan



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A COMPREHENSIVE PLAN MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION FOR THAT PORTION OF LOT 1, BLOCK 1 AND LOT 1, BLOCK 2 DEPICTED ON THE PRELIMINARY PLAT OF AT HOME APARTMENTS DATED 6/7/21 AND GUIDED HDR, HIGH DENSITY RESIDENTIAL FROM HDR, HIGH DENSITY RESIDENTIAL TO MDR, MEDIUM DENSITY RESIDENTIAL

CASE NO. 21-45PUD
(At Home Apartments)

WHEREAS, an application for a preliminary plat for the real property legally described as follows (the "Preliminary Plat of At Home Apartments") has been received by the City:

Parcel 1:
The South 1353.00 feet of the East 660.00 feet of the West Half of the Southeast Quarter of Section 6, Township 27, Range 22.Dakota County, Minnesota Abstract Property

Parcel 2:
That part of Lot 1, Block 1, Garvey Addition, Dakota County, Minnesota which lies Northerly of a line described as follow s: Commencing at the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1, a distance of340.41 feet to an angle point in said East line, said point being the point of beginning of the line to be described; thence Westerly a distance of 1267 .06 feet to a point on the West line of said Lot 1 which is 347 .13 feet South of the Northwest corner thereof, as measured along said West line , and there terminated.

Parcel 3:
That part of Lot 1, Block 1, Garvey Addition , Dakota County, Minnesota which lies Southerly of a line described as follows:

Commencing at the Northeast corner of said Lot l ; thence Southerly along the East line of said Lot 1, a distance of 340.41 feet to an angle point in said East line , said point being

the point of beginning of the line to be described; thence Westerly a distance of 1267 .06 feet to a point on the West line of said Lot 1 which is 347.13 feet South of the Northwest corner thereof, as measured along said West line, and there terminating .

Parcel 4:
Lot 2, Block 1, Garvey Addition.

WHEREAS, an application for a comprehensive plan amendment has been submitted for that portion of the real property identified on the Preliminary Plat of At Home Apartments as Lot 1, Block 1 and Lot 1, Block 2 which is currently guided HDR, High Density Residential;

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 December 21, 2021, in accordance with City Code Title 10, Chapter 3, Section 10-3-5, D;

WHEREAS, the change to the Comprehensive Plan Land Use Plan was found by the City Council to be consistent with the existing and proposed uses in the area;

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

1. The comprehensive plan land use change shall not become effective until approved by the Metropolitan Council and rezoning, preliminary plat and planned unit development plans have been approved by the City Council.

2. Pursuant to the City's 2040 Comprehensive Plan, as a result of this downguiding, which will result in the development of the property identified above at a lower density than currently expected based on its existing Future Land Use Category of HDR, Developer shall be required as part of the Development Contract and Final PUD Plan for the Site, to make up the financial difference in utility connection and hook up fees, per Table 2-9 in the City's Comprehensive Plan.

2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

Adopted by the City Council of Inver Grove Heights on this _____ day of _____, 2022.

Ayes:
Nays:

ATTEST:

_____
Thomas Bartholomew, Mayor

_____
Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10, CHAPTER 4 (ZONING MAP) OF THE INVER GROVE HEIGHTS CITY CODE

CASE NO. 21-45PUD
(At Home Apartments)

The City Council of Inver Grove Heights ordains as follows:

SECTION I. Ordinance No. 1190 adopted July 27, 2009, entitled, "AN ORDINANCE ADOPTING THE RECODIFICATION OF THE INVER GROVE HEIGHTS CITY CODE INCLUDING THE CITY ZONING ORDINANCE, is hereby amended to rezone the following described property located within the City of Inver Grove Heights from A, Agricultural to R-3B/PUD, Multiple Family Planned Unit Development District to wit:

A Rezoning of Lot 1, Block 1 and Lot 1, Block 2 depicted on the preliminary plat of At Home Apartments dated 6/7/21from A, Agricultural District to R-3B, Multiple Family Residential, 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 and publication according to law, contingent upon approval by the Metropolitan Council of the Comprehensive Plan Amendment in Resolution No. _____ reguiding a portion of Lot 1, Block 2 from HDR, High Density Residential to MDR, Medium Density Residential.

Enacted and ordained into an Ordinance this 24th day of January, 2022.

Ayes:
Nays:

_____
Thomas Bartholomew, Mayor

ATTEST:

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Rebecca Kiernan, City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 22-

RESOLUTION APPROVING A PRELIMINARY PLAT FOR A THREE LOT, FOUR OUTLOT PLAT AND A PRELIMINARY PUD DEVELOPMENT PLAN FOR A 253 UNIT RESIDENTIAL DEVELOPMENT OVER LOT 1, BLOCK 1 AND LOT 1. BLOCK 2 KNOWN AS AT HOME APARTMENTS

CASE NO. 21-45PUD
(At Home Apartments)

WHEREAS, an application for Preliminary Plat and Preliminary Planned Unit Development has been submitted for property legally described as the following;

Parcel 1:
The South 1353.00 feet of the East 660.00 feet of the West Half of the Southeast Quarter of Section 6, Township 27, Range 22.Dakota County, Minnesota Abstract Property

Parcel 2:
That part of Lot 1, Block 1, Garvey Addition, Dakota County, Minnesota which lies Northerly of a line described as follow s: Commencing at the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1, a distance of340.41 feet to an angle point in said East line, said point being the point of beginning of the line to be described; thence Westerly a distance of 1267 .06 feet to a point on the West line of said Lot 1 which is 347 .13 feet South of the Northwest corner thereof, as measured along said West line , and there terminated.

Parcel 3:
That part of Lot 1, Block 1, Garvey Addition , Dakota County, Minnesota which lies Southerly of a line described as follows:

Commencing at the Northeast corner of said Lot l ; thence Southerly along the East line of said Lot 1, a distance of 340.41 feet to an angle point in said East line , said point being the point of beginning of the line to be described; thence Westerly a distance of 1267 .06

feet to a point on the West line of said Lot 1 which is 347.13 feet South of the Northwest corner thereof, as measured along said West line, and there terminating .

Parcel 4:
Lot 2, Block 1, Garvey Addition.

WHEREAS, a public hearing concerning the Preliminary Plat and Preliminary Planned Unit Development was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on October 5, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the three lot, four outlot Preliminary Plat and Preliminary Planned Unit Development for Lot 1, Block 1 and Lot 1, Block 2 of At Home Apartments is hereby approved, subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	dated 6/7/21
Site Plan (5 sheets)	dated 9/24/21
Development Capacity Plan	dated 9/24/21
Natural Area/Open Space Plan	dated 9/24/21
Grading Plan (5 sheets)	dated 9/24/21
Erosion Control Plan (2 sheets)	dated 9/24/21
Utility Plans (5 sheets)	dated 9/24/21
Street Plans (6 sheets)	dated 9/24/21
Landscape Plan (5 sheets)	dated 9/24/21

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

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, 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. Drainage and utility easements shall be provided on the final plat as required by the City Engineer.

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

5. The City's Parks and Recreation Commission has reviewed the preliminary plat and recommended that the park dedication requirements for the portion of the plat being developed at this time (Lot 1, Block 1 and Lot 1, Block 2) be met by a combination of land dedication and cash contribution. The Commission has recommended that the City accept the conveyance of Outlot A, containing 4.03 acres of land, as partial satisfaction of the Developer's park dedication requirements for that portion of the plat being developed at this time. Prior to final PUD and plat approval, the Council shall make a final determination of the dedication and contribution requirements for Lot 1, Block 1 and Lot 1, Block 2, including whether full or partial credit shall be given for Outlot A. The Park dedication for Lot 2, Block 2 and Outlot C shall be determined and paid at the time of development of those sites.

6. The final plan set shall be subject to the review of the city Fire Marshal.

7. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County and MnDOT.

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. If required by Engineering, Outlot B shall be conveyed to the City at time of final plat approval.

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

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 in a form acceptable to the City Attorney prior to release of the plat.

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. Final details of the amounts to be paid shall be part of the final PUD plan review. Pursuant to the City's 2040 Comprehensive Plan, as a result of the downguiding of the portion of the Property guided HDR to MDR, which will result in the development of the property identified above at a lower density than currently expected based on its existing Future Land Use Category of HDR, Developer shall be required as part of the Development Contract and Final PUD Approval for the Site, to make up the financial difference in utility connection and hook up fees, per Table 2-9 in the City's Comprehensive Plan.

14. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

15. A full tree inventory for the site shall be submitted with the final PUD plan set. No grading permits or tree removal shall occur until the city council has reviewed and approved the final PUD plan set including any tree reforestation requirements.

16. Because there will be disruptions on the regional roadway network for the next 2-3 years, the project may be subject to final approval in phases to minimize residential traffic that would be using other routes while construction occurs on Co. Rds 63 and 26.

17. A traffic study shall be required to be submitted by the applicant and reviewed by the city to verify trip generation and traffic routing.

18. The required 20 foot separation between buildings 19 and 20 shall be met on the final plan set submittal.

19. Flexibility from setbacks shall be approved with this resolution for Building 36 to be 14'2" at the corner of the building and Buildings 32, 33, 34 along 70th Street to be 40 feet from the road right-of-way.

20. The Preliminary PUD approval shall apply only to the lots identified Lot 1 Block 1, and Lot 1, Block 2. Notwithstanding anything to the contrary in this Resolution, nothing in this Resolution grants any preliminary PUD approval for any development to be located on Lot 2, Block 2 or Outlot C. Approval of the Preliminary PUD plans, including those showing potential development on those two sites, shall not be considered to grant any development approvals or entitlements related to future development on those sites. Only Lot 1, Block 1 and Lot 1, Block 2 are being rezoned at this time, and only those lots are subject to this approved PUD preliminary plan. When future

development is proposed for Lot 2, Block 2 and Outlot C, the developer must apply for and obtain Council approval of preliminary and final PUD plans for those sites.

BE IT FURTHER RESOLVED that the City Council of the City of Inver Grove Heights hereby makes the following FINDINGS OF FACT in support of its approval of the Preliminary PUD plan for Lot 1, Block 1 and Lot 1, Block 2:

1. The flexibilities granted as part of this Preliminary PUD approval, including but not limited to:
    a. Mix of unit types
    b. Building separation between 19 and 20 is 18 feet where 20 feet is required
    c. Building 36 is only 14'2" at the corner whereas 20 feet is required
    d. Buildings along 70th Street are 40 feet from road right-of-way whereas 50 feet is required along arterial roads

    are specifically allowed per the provisions of City Code Title 10, the City's zoning ordinance.

2. The flexibilities granted as part of this Preliminary PUD approval are found to meet the criteria for granting such flexibilities and are found to:

    a. Protect public safety.

    b. Best effectuate the purpose and intent of Section 10-13J-2, namely regulating development consistent with the City's 2040 Comprehensive Plan while encouraging development which provides for diverse housing styles, natural features as integral elements of the development, cluster development practices which preserve significant natural features, creation of pedestrian connections, innovative storm water management practices, reducing impervious cover to maximize natural storm water infiltration, on site retention of storm water, and open space areas as development amenities, and a reduction of storm water run-off through the minimization of impervious surface cover and a maximization of the ability to infiltrate storm water without piping to a remote outlet through the preservation of natural areas for infiltration.

    c. Best effectuate the purpose and intent as outlined in Section 10-13A-1, namely by providing the means for greater creativity and flexibility in environmental design than is proposed under the strict application of Title 10 while at the same time preserving the health, safety, order, convenience, prosperity and general welfare of the city and its inhabitants; recognizing the economic and cultural advantages that will accrue to the residents of a planned community; encouraging a more creative and efficient approach to the use of the land; encouraging the preservation and enhancement of desirable site characteristics and open space; and encouraging a development pattern in harmony with land

use density, transportation facilities and community facilities, and objectives of the comprehensive plan.

d. Be consistent with the goals, policies, and plans of the City's Comprehensive Plan, including future land uses, utilities, streets and parks.

e. Be generally compatible and not be materially injurious to existing or future uses of surrounding properties.

f. The exceptions do not have an undue adverse impact on existing or planned city facilities and services, including streets, utilities, parks, police and fire and the reasonable ability of the city to provide such services in an orderly, timely manner.

3. The flexibilities granted by the Preliminary PUD plan are granted for the purpose of creating better overall design and an improved living environment and not solely for the economic advantage of the developer.

4. The design of the development takes into account the relationship of the site to the surrounding areas and the perimeter is designed to minimize undesirable impact of the development on adjacent properties and, conversely, to minimize undesirable impact of adjacent land use and development characteristics on the planned unit development.

5. The Council finds that the following factors have been considered by the Council and are met, supporting the approval of the Preliminary PUD plan:

a. The proposed planned unit development is consistent with the adopted comprehensive plan of the city.

b. The proposed planned unit development is designed to form a desirable and unified environment within its own boundaries in terms of relationship of structures, patterns of circulation, visual character and sufficiency of drainage and utilities.

c. The proposed uses will be compatible with present and planned uses in the surrounding area.

d. Any exceptions are justified by the design or the development.

e. Each planned unit development phase's size, composition, and arrangement is sufficient, in order that its construction, and operation is feasible without dependence upon any subsequent phase.

f. The burden or impact created by the planned unit development on parks, schools, streets, and other public facilities and utilities is acceptable and in

conformity with the City's comprehensive plan expectations for development of the Northwest Area.

g. The impact of the planned unit development on environmental quality and on the reasonable enjoyment of the surrounding property is acceptable.

6. Finds that Table 13J-1 amends the permitted uses allowed in the underlying zoning districts for property located within the northwest area overlay district and permits multiple-family dwellings containing 7+ units within the R-3A and R-3B zoning districts, thereby permitting the proposed 95-unit apartment building on property zoned R-3B.

Adopted by the City Council of Inver Grove Heights this 24th day of January , 2022.

_____
Thomas Bartholomew, Mayor

Ayes:
Nays:

ATTEST:

_____
Rebecca Kiernan, City Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: October 5, 2021

SUBJECT: **AT HOME APARTMENTS - CASE NO. 21-45PUD**

Reading of Public Notice

Commissioner Simon read the public hearing notice to consider the request for property located at the northwest quadrant of Highway 3 and 70th Street. The request consists of rezoning of the western portion of the property from A, Agriculture District, to R-3C PUD, Multiple Family Residential Planned Unit Development. A Preliminary Plat and Preliminary PUD for the 3 lot, 4 outlot multi-family project consisting of 553 residential units and 1,600 square feet of commercial development. Notices were mailed to 76 property owners on September 22, 2021.

Presentation of Request

Allan Hunting, City Planner, stated the project was initially reviewed by the Planning Commission on July 6, 2021. At that time the Planning Commission supported the request with additional conditions added:

1. Location of the Apartment Building
2. Height

The City Council reviewed the item on July 26, 2021 and tabled the request due to further discussion about the apartment building and if it could be moved. He said the Applicant came back to the City Council meeting on August 28, 2021 and presented a site plan showing a new location for the apartment building. The City Council did not have further discussion. He said Staff reviewed this and felt there were enough changes made that could impact other aspects of the plan and suggested starting over with a new Preliminary PUD and public hearing so it could be reviewed with a chance for comment. He presented the following information:

- It is the same general layout as before.
- Total units for both phases would be 553.
- Phase 1 would have 253 units.

The main change was the apartment building located along 67th. The Applicant has moved it down south further onto Agate Trail.

- The layout of Agate Trail is the same from 70th up to 67th. It would be built and connect with existing 67th.
- The segment out to Highway 3 would be done with Phase 2.
- There are slight changes to the unit mix in each of the neighborhoods:
    - Still a mixture of twin homes, 10-unit buildings, 6-unit buildings, and 4-unit buildings.
    - There is still the proposed 4-acre area for a public park. The Parks Commission

would still need to weigh in on what they would propose and recommend for the space.

- Public streets would still have the same points off of Agate.
- The plan meets parking standards. It has been changed a bit with added parking; on street and guest parking areas comply with parking standards.
- Site exceeds all the open space requirements as it did before.

The Applicant requests flexibility from 3 of the setback standards:

1. With a couple of the twin home units that have a separation of less than 20. The Applicant proposes 18. Staff has a condition that this one should be changed, there is room to adjust.
2. Building #36 is down to 14 feet at the corner where it should be 20 feet. The driveways were looked at in each location and would need a 20-foot separation from the private road. Still has adequate space for parking. Staff supports this item.
3. Units along 70th. The Applicant proposes a 40-foot setback from the new right of way line. Code requires a 50-foot setback. The Council has already approved a reduced setback from a County Road on 80th Street for crossings for the apartment building which is at a 20-foot setback. The townhomes are at 30+ to 40. Staff supports this request.

He stated the Applicant had originally submitted a tree inventory of a sample area; Staff is not requiring a full tree inventory be done. This is due to time of year and timing; they would be submitting that with their final PUD Application. It would be reviewed to see what the impact would be on the development and any reforestation. Staff continues to recommend approval of the projects as they had in the past.

Chair Niemioja stated a concern raised in several emails and messages received is the splitting of the plan. The apartment building has parking and a little part of the building in HDR and part of it in MDR. She asked for further information about how it works and how they make the decision that HDR applies here.

Mr. Hunting responded the Comprehensive Plan worked from some of the original property boundaries and makes estimations of where they believe it makes sense to have density. When having multiple properties, it can't be made a hard line. The line of Agate Trail generally matches the MDR to HDR. Staff looks to have matching or consistent. MDR would be along Agate Trail, the rest is HDR and mixed use. With the acreage and 165 units, it would be just over 8 units per acre, consistent with MDR classification which allows for 8-12. The MDR classification allows for twin homes and apartments. The unit mix is consistent with the Comprehensive Plan. He said he focused most of his attention on the property west of Agate Trail for zoning to look at R-3C. There is a mix of housing types, a greater number of 5+ units per acre. The northwest area allows having a different unit mix based on percentage in each category. Going to R-3C matched more of what the higher unit buildings were. He said there are a lot of twin homes in the area. This has more twin homes than the R-3C would say they could have. It isn't an exact match but believed with more of the 5 and 6-unit buildings and the apartment building in the area, R-3C was a better match. This still meets all requirements for the Comprehensive Plan and the specific unit sized density in each multiple family zoning district. The PUD allows for flexibility of unit types, it's in the PUD Standard

Ordinance and the northwest area. PUDs are to allow a different unit product type. It is something achievable without following straight zoning.

Commissioner Robertson commented the email that was just added from residents that did their own study and review raised questions for her. It was comprehensive. She questioned whether or not they would be able to add this email to the record. In the past in order to add emails they had to have specific names and signatures of all individuals who participated.

Chair Niemioja replied she believed it could still be added to the record.

Commissioner Robertson said in the past when they did the one by North Valley Park, they couldn't accept it because it didn't have those specifics. She said the email is still valuable.

Mr. Hunting said he did not see a problem with adding the email to the record.

Chair Niemioja stated it was a Petition they did not allow because there were no signatures on it. This email was submitted by Mr. Stone.

Motion by Commissioner Robertson, second by Commissioner Challeen, to approve adding this document to the public record.

Motion carried (8/0).

Commissioner Clancy stated in weeks past the plan regarding the parks, paths, and trails connecting everything has been brought up. He referenced the crossing at Agate Trail going across the County Road and asked if it was planned to combine that with the greater trail system to access this future park or if it was unknown at this time. He asked if this would be incorporated as a part of that trail system.

Mr. Hunting responded when 70th is reconstructed there will be trails on each side. In regards to the park, Agate has sidewalk, there will eventually be a trail along 67th. For the park and Phase 2, they are anticipating an open space corridor where there will be additional trail connection. None of that is definite at this point and will be reviewed at a future time.

Commissioner Clancy asked if it was too soon to try to designate anything with regards to crossing across the County Road and addressing safety precautions with accessing that part of the city. He asked how someone would get to the park safely by crossing the street. He asked if it was appropriate to address that now or save it for a park's discussion.

Mr. Hunting responded he was unsure of the details. The County is improving 70th. The only underpass they are doing is for the Lebanon/Mendota Regional Trail by Blackstone Pond. A trail connection here would link to the 70th Trail system on the north side. The area by the roundabout may have pedestrian crossings to get to the other side. He said he was not aware that there would be any direct crossing at that location.

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Chair Niemioja had a question about Condition #16. She said part of the discussion in July had been about suggestions for how to manage construction. The condition states "the project will be subject to approval in phases to minimize residential traffic and disruption". She asked who would be in charge of that, who is the person/group who would make that decision.

Mr. Hunting responded he was unsure what type of discussion there was with the City Council about this. It was raised in the report at that time because they knew of all the County work being done. They found that later on, from the timing the County starts and the timing for construction on this project, they won't start grading until next year, then utilities would go in. By the time they get Permits for any of these homes there wouldn't be continual closings of roadways. There shouldn't be an issue of how they would get in and out, most of the roads should be open for traffic.

Opening of Public Hearing

Leanna Stefaniak, At Home Apartments, 1289 Grand Avenue, St. Paul, said she has read and understands the report. She stated after meeting with the City Council after discussions about the placement of the apartment building, it took about two months to work with the site plan, grading, topography, and how to find a way to have a good compromise following what they heard from this Commission, the neighborhood, and the concerns of Council Members. They were able to rotate and bring the building down. It required moving a lot of pieces around as it affects grade and topography and is why some of the other structures changed locations. She said they felt it was a good compromise, shared it with the City Council in September, but because it changed what this Commission approved, they wanted to bring it back so the Commission could see what the changes were and gather feedback. Open space and impervious surface remain the same including park dedication.

Chair Niemioja said she watched that City Council meeting and noticed the new shading diagram that she found to be helpful. It was a graphic that showed where the shading from the buildings fell depending on time of day and where it was previously.

Pete Keely, Collage Architects, stated he has been working with At Home to help determine the new location for this apartment building. Numerous locations were tried along the site, one of things they are trying to do is to save trees. The center point location shows the area of trees they are trying to save. He said they have walked the site and taken a lift to the site. A variety of things have been done to determine where the best building site would be to save trees. The top of the knoll is what they have been trying to stay away from. It makes the location of the apartment building better. The apartment building can act as a retaining wall so they don't have to do quite as much grading. They were able to save more of the tree area by pulling the building back off of 67th, and turned the short side of the building to screen the neighbor to the north. He said there is considerably less shadows toward that direction. There were no shadows that would cross 67th. The parking lot is on the east side. One of the changes made is an upper level of parking. The entire building has full underground parking. There is access to underground parking from the south and good circulation on Agate Trail. He said the east side remains the same, some of the 10-unit buildings have

shifted over. They still have the twin homes. Two corners have wetland and stormwater. They were able to work with the grading as much as possible. He said the former apartment building location was replaced with walkouts. There were grading concerns so there is quite a bit of drop off between the private road and 67th. The buildings act as a retaining wall and are 3 stories on the north side.
He displayed images of the shadow study showing various months and the effect it would have across the street. An image was shown of the view from Agate, 67th was shown with the walkouts, and the apartment building in the back. From 67th the apartment would not be visible over the townhouse buildings. The apartment building could be seen at the intersection. The walkout building is 47.5 feet from grade to the top of the peak on the north side.

Commissioner Robertson said she watched the prior City Council meeting. She commented they have done extensive work taking into consideration the experience for residents along Settler's Ridge. She said it seemed to be more than good faith, they took it seriously.

Ben Stone, 1378 66th Street West, stated there is no doubt At Home has spent a lot of time on this. He said that company is on a payroll, they get paid to do this. He said residents have put so much time and energy into this it has been a sacrifice. He stated the big concern is the western lot zoned medium density. Previously it was zoned low density residential. He said if they had done an accurate inventory of this land, he doesn't believe it would have been zoned medium density. He commented that specific section has the key natural resources that define Inver Grove Heights. The apartment building is dead center on the highest point in all of the northwest area at 1,002 feet. The building is going to be visible from downtown Minneapolis. It would change the look of the hill because they are removing 70-80% of the trees. He said if he were At Home, this location is exactly where he would have wanted this building. The area currently has a forest. He said the NRI did core sample on certain trees. The oldest one was a 24-inch White Oak that was 202 years old. There is a 42-inch White Oak nearby, and between 60 to 70 of old growth White Oaks on the property. Not only is it the highest point in the area, it has the biggest growth of White Oaks. He stated that grove is the definition of the city. He said it was difficult knowing At Home is going to come in and clear cut this. They would remove the top 37 feet of the hill to put the apartment building in. It would still be higher than what it was.

He said when he read the Comprehensive Plan and read about saving natural resources, this is what they should be saving. The apartment building and duplex's look nice, but not here. He said the area is desperate for parkland. A lot like this would never come up again. It is in the heart of where all the dense developments would be. He asked the Commission to read the packet he provided. He asked that they not approve this yet. He commented if a real inventory was done it would see those trees. He said it wasn't a question of how much money they can pay the city to make up for this loss.

Chair Niemioja stated she worked to protect DarVan Acres in this city, that took a lot of funding. She asked Mr. Stone if he was proposing some sort of funding source to purchase this property.

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Mr. Stone responded developers paid into the Park Fund. All eight developments in the northwest area have paid in cash instead of dedicating parkland. There is an accumulation of funds, Staff is trying to determine where to allot the money. Had they gone with land it would have been smarter because rebuying that land at this point would be astronomical. He said At Home has to dedicate 30% of the land. It is at the city's discretion how much of that is converted in cash. He said it makes no sense to keep putting money into this. He would rather just sit on the land, let the trees go, he wants his kids and grandkids to enjoy those trees. He stated the property that has been identified, the Cole property, has none of these natural resources, it's closer to Eagan residents and the Vikings area. He said this is nowhere near where all the density is going to be. He said they need to work toward preserving this. The Cole property is so much more valuable to the city as a commercial property, it's close to 494 and doesn't make sense as a park. He suggested having the park here.
Commissioner Robertson commented she understands his passion. She said he made a comment about purchasing the land and sitting on it. She asked who he suggests has the resources to purchase the land.

Mr. Stone responded Settler's Ridge paid in approximately $450,000 to the Park Fund. That money can only be used for the purchase of park land for residents. It has to be in close proximity to the residents. He said his development has been waiting for a park for 4 years. Argenta Hills has been waiting 11 years and they are finally getting a return on their investment. He said they don't want to wait 11 years. The money is sitting there, at least $1.3 million dollars. He said they don't need to buy this; they can ask for the full percentage. He said several residents have gone into great detail about how unsuitable that land is. He commented when it was realized that is the land At Home chose for the park and how terrible it is for dedication, it makes one question intentions. There would be approximately 1,300 people living in the area, maybe 2 acres out of the 4.08 acres of the park is usable. The pictures of the area describe how unsuitable the park land is. He said their community was excited when they heard this development was coming in. They were not opposed; they knew it meant a park. He said the former Parks and Recreation Director spoke with Falcon Properties about purchasing some land from the wooded lot for this community when At Home came in, and then talks ceased because the city would have discussions with At Home about getting this park land. He said expectations were high when they discovered it is on the very steepest most undevelopable part of the whole property. He stated roughly 40-45% of this is above a 12-degree grade, by City Code that is not permittable. If having a child with a stroller you wouldn't want to go anywhere near this. He said Settler's Ridge has 3.5 times the number of kids under the age of 5 as the rest of Inver Grove Heights. They need a park. This was a huge letdown and the catalyst that motivated a lot to try to do something because they can do better. He said At Home wants to start mass grading next month. They have not done a full tree inventory, which every single developer in the northwest area has done.

Chair Niemioja stated her understanding is that they would be required to do a full tree inventory.

Mr. Stone commented if he was At Home, he wouldn't want anyone to know they would be

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clear cutting an old grove forest. He suggested getting all the facts. He said it's not that At Home doesn't know what they are doing, the Mendota Heights location is amazing. They have plenty of land in this location. He asked if he could give 8 copies of his packet to the Commission.

Chair Niemioja requested more information about the park, the plans for topography, and this land. She asked what some of the discussions have been about that park.

Heather Rand, Community Development Director, responded the Interim Parks and Recreation Director Bob Bierscheid and former Interim Parks and Recreation Director Jon Oyanagi have met with the Developer and walked the site, they identified the suitability of the 4.02 acres. Some of it, with minor grading and tree removal, they felt was adequate for facilities. Some would continue to be wooded with hopefully some trails. There are multiple plats that are being considered or have recently been approved in the northwest area. Most recently is the Canvas Development at the northeast corner of 70th and South Robert, Peltier Reserve, and a newer plat under consideration, Highlands at Settler's Ridge, west of South Robert. She mentioned there is an 8+ acre park under development on the west side of Argenta scheduled to open in June. Improvements would be made on the County Road/Argenta Trail with a raised median and motion sensor cross walks.
She responded about park development stating the current Interim Parks and Recreation Director has contracted with HKGi, a Consulting Firm, to look at potential parks that have been approved or considered. The Consultant has been requested to come back before the Parks and Recreation Commission at their October 13th meeting with a report on park concepts for each proposed park area. That includes Peltier Reserve, Highlands at Settler's Ridge, and At Home Apartments. They have also been requested to look at the most feasible trail connectivity. Based on how the meeting goes, the intent is to bring this item back before a City Council Work Session tentatively scheduled for October 18th. The At Home Apartments plat and the Highlands at Settler's Ridge would go before the City Council on October 25th. Staff is hopeful for concepts, cost estimates, and would be looking at what funds are available in Fund 402.

Commissioner Clancy wanted to clarify what Mr. Stone stated from the email received about the concern with the zoning of the western side. He asked if Mr. Stone's concern was more about park dedication, preservation of trees or natural space towards the west side of the plat, or if he was trying to loop that in with a zoning concern.

Mr. Stone responded the future land use correlates with the lot line. It is a medium density lot with a high-density structure. Another concern is that it would be zoned R-3C. Currently the density is 8 units per acre. He said there is no guarantee it would stay that way; it could be 35 units per acre. He said making it maximum density for residential when 10 years ago it was low density was a big jump. He said this seems very accelerated, if it can be slowed down maybe some of the information would get out. He said there is no need to build this anytime soon, 70th will be closed for 3 years. He said one month ago within 1.5 miles of this area there were no rental properties, in one year there will be 1,480 rental units. There won't be a shortage of rental properties.

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Commissioner Robertson stated Mr. Stone raises a lot of interesting statistics. She said she understands his desire and wish to slow this down. It's not unique with almost every development they work with. There are always challenges, particularly in this market, with slowing down, sometimes slowing things down means it's gone. She said she understands his concern about density. There is only so much shifting and rearranging that can happen in Phase 1. She said she understands and loves the White Oak trees. She asked what they would be giving up to save those trees. She questioned if they give up, if they would find themselves falling below density requirements. If falling below, she questioned what the impacts of not meeting that standard would be. She said she has been on the Planning Commission long enough to see what waiting awhile means and it went away. There are costs for a lot of people when it goes away.

Mr. Stone said Phase 2 is important that it gets development. In Phase 2 the apartment building is short 116 parking spots. He did not believe the first level could be cleared and have those spots put in. He said At Home is banking on the density in Phase 2 to compensate for the lack of density in Phase 1. He said At Home hasn't found someone to develop Phase 2. He commented that Phase 2 with the commercial property on the corner is what is valuable to the city. He suggested taking a close look at Phase 2 and see how feasible it is. He commented there is concern that this is locked up and a few years down the road At Home comes back and says that nobody wants to build a 3-story underground parking garage and can't justify the expense. He said there isn't any on street parking. 67th Street is one of the steepest hills in Inver Grove. He was unsure where the overflow parking would go.

Commissioner Challeen asked if Mr. Stone has thought about a configuration that would be acceptable.

Mr. Stone responded he has. He said he can only speak for himself but the residents of Settler's Ridge have ideas. He said the Comprehensive Plan says there is a minimum of 10 acres per 1,000 people. There will be 1,200 to 1,300 people when this is finished. They are short park. Where At Home is proposing the apartment building is the proposed greenway. He said it was like they have forgotten about all the things that used to be really important. The greenway, hill, and trees would be gone. He said they want a community that isn't flat. He asked to build on the character of the city, especially in this area. He said that when Argenta is complete this will be the primary entrance into the city with 70th being the main street. He questioned if it wouldn't be nice to have majestic oaks so old with the amazing vista. He said people would be surprised about what can be seen from the hill. There is the potential to have a marquee park there. It couldn't have been afforded to buy it from the developer, but this is an opportunity. He asked to give the percentage, per City Code, and save the Oak Grove, not chop off the top of the hill. There would still be 30 plus acres of high-density zoning. He said if they can't figure out how to build on that someone else will. This would be prime property for developers.

Commissioner Clancy stated this is the second time the Planning Commission is reviewing this Planned Unit Development. Technically this has already been approved once. There

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were comments from citizens that spoke up. Information presented in the packet and what has been noticed before is important. At the first meeting a lot of those comments were captured. He wanted Mr. Stone to understand that. He said they have seen a good faith effort from the developer to meet some of the standards within the confines of the economic feasibility of the area. He said the Planning Commission would be discussing this shortly to incorporate this information, there are limitations that come with this.

Mr. Stone stated it almost went through the last time this went before the City Council. If it did, they would not be having this conversation. He said the trees and hill would be gone. He said some developers could look at those trees and say how much they would have to pay to create something like this.

Commissioner Robertson commented this is where she is struggling. She hears Mr. Stone say that a developer would come and pay prime money for the area. She asked him to name a developer if he knows that to be the case. She said she understands that Mr. Stone will fight hard to find a developer because he is so passionate about this. At the same time, they hear so much about what they believe should happen and who will do it. She said they have several discussions, but lack the real information needed.

Mr. Stone responded there is such as lack of parks. If they had been building parks with the developments there now, there is no doubt the area would look nicer. It would be a more pleasant environment. The trend has been to take cash instead of parkland.

Chair Niemioja stated there are currently a number of parks in the works, unfortunately it has taken them so long to get there. They are actually getting to the point where they are actually spending money on parks.

Commissioner Robertson stated the point raised about parks has been a valuable question from citizens in the area for so long. Her question wasn't about parks.

Mr. Stone responded this was the last area for development within the 494/694 loop, it is between a lot of really amazing cities and features. He suggested zoning the residential near 494 for business. He asked what the difference was between what Eagan has been doing right next door and what is happening here. There could be answers there.

Beth Hoeppner, 6511 Arctic Way, Settler's Ridge, stated Mr. Stone has covered most of the points she was going to speak about. She said Mr. Stone has done a tremendous amount of work for their neighborhood. The trees physically measured were done so by following the American Forestry Measuring Guidelines. 53 trees were identified, there could be more. She said there are trees over 100 years old and possibly even 200 years old, on the highest point in the northwest quadrant. She suggested the Planning Commission wait on their decision until HKGi has submitted their survey results from the Riley property for parkland. She said it seemed silly to pay for a survey if they are making a decision about a park area before the survey is seen. She requested waiting until they see the report presented on October 13th before decisions are made. She requested not taking cash instead of parkland for the area.

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There is no walkable park to their neighborhood at all. She stated they want the park to be where all the large trees are. She understands that means reworking the At Home plan. She commented if a tree inventory was done from the beginning, they would not have had to do two revisions already. The three areas sampled had no heritage trees on it. She said it wasn't until they went out and measured the trees that they discovered where they were. She said she was sorry they are at this point where a lot of people have spent a lot of time and money. She questioned why the biggest trees on that land were not measured in their sampling. She requested waiting until they get the park survey. Cash and land are not interchangeable, they would like to have plenty of useable land for the park. The area identified by At Home is very steep. She said that Mr. Stone was at a Park and Recreation meeting where it was mentioned if that was the land, they could place picnic tables on and a sliding hill because it's difficult land to use. She commented that wasn't what 150 toddlers were going to want to do.

Chair Niemioja asked if she had ever visited South Valley Park. A lot of people sled there.

Ms. Hoeppner responded that was one season they could use it. She said that wasn't what people think of for a community park now. There is a great piece of land that could be an awesome park, there seems to be a smarter way to do this development.

Pete Grayson, 6692 Agate Trail, said a lot of the issues brought forth before are still not accounted for in this new plan. He wanted to address traffic. He said it has not been solved, hasn't been solved coming through Settler's Ridge, and hasn't been solved for the development portion. He said this process has been extremely frustrating for him, for everyone. He feels it's frustrating and disappointing because he feels people are not doing their job. The developer didn't do their job in measuring the trees and checking the area. He felt city employees didn't do their jobs in failing due diligence. He apologized if this hurts people. He said if it were not for people like Mr. Stone, they would have 200-year-old trees gone without those questions asked. He said it was wrong and its failure. He said the city could do better. He is a fairly new resident of the city and is very disappointed. He stated he had previously come in and discussed traffic, it is still the same issue, nothing changed. The apartment building moved but didn't change any aspect of the traffic. He felt it made it worse. He stated the shortest route north out of the At Home development along Agate Trail to Robert Street is directly down Agate Trail to 65th Street and out to Robert Trail. He said the route suggested by the City Engineer is turning east on 67th to Robert Trail and then turning left on Robert Trail. That is longer than going straight down Agate Trail. Traveling through Settler's Ridge is easily the shortest and most obvious for At Home residents. He said from personal experience when he leaves his neighborhood the majority of his travel is to the north and would likely be the same because there is commercial to the north. He commented At Home residents would likely go north through Settler's Ridge. For anyone using GPS the shortest route would go straight through Agate Trail onto 65th to Robert Street. This is before 67th Street is even on the map. Agate Trail is not equipped to handle that traffic. He said the Engineer told them this is a narrower road which would cause people not to use it. He doesn't believe it makes sense. He commented that traffic is a significant problem the city has not sufficiently investigated or addressed. He asked what the solution would be. He said he would suggest changing 67th into a ring road. It would ring around the

Phase 1 development and go from 70th to Robert Street. He suggested having Agate Trail be an abutment. Agate Trail doesn't have to end, but can come off a little to the west and connect to the ring road. He said the City Engineer did not agree with any questions relating to modifying Agate Trail entry between At Home and Agate Trail. He said those plans were locked in stone the way the Engineer prescribed. He felt the Engineer was wrong here and with the preferred route. He said there were advantages to what he had just proposed. It would completely solve traffic problems coming into Settler's Ridge. He said the ring road design isn't new, it wasn't residents' idea, it was one of several options proposed by WSB for the Northwest Area Collector Street Plan.

Chair Niemioja asked if speed bumps were added to streets to try to discourage an excessive amount of traffic.

Commissioner Challeen stated she asked about speed bumps at the meeting and the response was that it was not an engineering solution the city would choose.

Commissioner Scales said it would be bad for plowing.

Mr. Grayson stated they are open to out of the box thinking. Maybe they could do a staggered entry instead of straight through. He displayed an image of the ring road he printed off of the city website. He felt there were other ways to look at this. He said he feels they are still at point where they can make some fixes to some of the mistakes and failures.

Chair Niemioja asked who Mr. Grayson has given the documents he referenced to.

Mr. Grayson responded he had not given them to anyone but could.

Chair Niemioja said the documents may be helpful for the City Engineer to look at.

Commissioner Simon stated there is a condition in the Commissioner's Packet that says if this is approved a Traffic Study is required to be submitted to the city to verify trip generation and traffic routing.

Mr. Grayson responded his real concern is that wouldn't happen if it wasn't for the residents that have stood up and said this was wrong, a failure. He said they have been lectured by City Council and this Commission. He said they are just trying to get real answers.

Commissioner Robertson stated it was her understanding that the Traffic Study was a condition the first time this came before the Commission. The Commission is aware. There is a commitment to everyone involved to make sure the condition happens.

Julie Stone, 1378 66th Street, stated they were not in attendance the last time the Planning Commission spoke regarding At Home, but did watch the meeting. She said there was a lot of emphasis from the Planning Commission on following the Comprehensive Plan and its importance. It was said how residents should be aware of what type of zoning is around

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them when they built their homes. She said they were aware of its designation of medium density; nobody could have expected it to be zoned high density. She feels it is important they follow the Comprehensive Plan and require they move their apartment building. She said they built their homes knowing the medium density line was there. They were told the Comprehensive Plan could be "fudged a little". She said she doesn't believe they should fudge the Comprehensive Plan a little. She believes the apartment building should be moved over to the south side where there is high density designation, where the current 10-plexes are. She suggested the apartment building be moved to that location and would be a part of the Comprehensive Plan. She said they are not saying it shouldn't be developed, they are asking it be developed in the right way. They all built their homes based off that. She said nobody would have thought there would be an apartment building and zoned the highest density when it's designated medium density on the Comprehensive Plan.

Ms. Stefaniak responded to residents' questions and concerns stating there is a difference between the guided land use of MDR and the underlying Zoning Code. She said At Home is consistent with the MDR designation on both sides of Agate. They have 8.2 units per acre on the west side, within the range of 8-12 units per acre. MDR classification allows a variety of housing products including an apartment building. The R-3C Zoning is required because there is a gap in the Code about structure. Having a 6-plex unit in that section is why the Zoning Code recommendation was made to them in conjunction with City Staff. Not because they are trying to build high density. She said they are on the very low end of allowable medium density under the guiding plan. She stated the entire parcel could allow for over 1,000 units; they were conscientious in making sure they were not getting anywhere near that. They will not be putting 35 units an acre there, they have 8.

Ms. Stefaniak responded about Park Dedication stating they didn't put the park there because At Home wanted to put the park there. The current owners, the Riley family, have been talking with city Staff and the Interim Parks Director about this piece for Park Dedication for a while. They shared with her that this was the location those conversations landed on. She said At Home did not want to deviate on that because they knew the work that went into it. They adopted that location because that was where the Parks Director and the Riley family had already decided. It was not an At Home decision. She said they are dedicating the four acres, they are not paying cash like all the other developments had done, including Settler's Ridge. Those developers could have built a park, they did not, and paid cash. She said At Home is doing the opposite. At Home is not paying cash, they are giving land. She said they are preserving more trees than anyone else around the area has done with their development. All of Settler's Ridge's trees were taken down. Those residents were not a part of that development and bought homes after the fact. She suggested residents wait for the tree inventory study. She stated At Home did a tree sampling consistent with other large developments in the area, a study accepted by city Staff. She said they will be doing a full tree inventory which may not render in the same way people think it will. A full tree inventory may require they can put less back depending on what is really there versus what is perceived to be there. She said they have had Arborists look at this and are well versed with what is out there and understand what is perceived and the passion. She said she has to be sensitive to some of the comments made because it is anecdotal versus the data from the

Engineers and Arborist that have actually gone out and studied the site.
Chair Niemioja stated there is a condition that states the tree study is coming through. She asked if the results of the tree study would be going directly to the City Council.

Mr. Hunting responded the City Council will be reviewing and approving the tree study.

Chair Niemioja stated there is no decision this Commission would have to make tonight pending any results of that study.

Ms. Stefaniak responded to a comment made that stated "some developer would come in and want to develop this". She said the Riley family has owned this for a long time. The Riley family has had conversations with many developers over the years, they chose At Home because of how conscientious At Home is with site developments and their track record. It was a conscientious decision on the Riley's part, it is their land.

Ms. Stefaniak addressed the comment about switching zoning and MDR stating it was her understanding this has been the Land Use Guide for 2040 and for 2030. That is 20 years of review that the land would be developed in this way. She addressed the roads and the alignment of Agate and 67th stating the extension had been studied as a part of the Collector Road Study and the AUAR. It is not At Home developing it, it was following what had already been done. She said it was not At Home's plan to chop up the site. They are trying to be consistent with all the work that has already been put in the Northwest Area Corridor Study with the additional studies.

Commissioner Challeen referenced the open area shown in the picture and asked how the open area overlaps with the old grove oak trees.

Mr. Keely responded a lot of the definition is from Agate Trail, it goes through the high part of the site. That road defines all of the grading. The apartment building is going in a swath of land with the "sweet spot" of the oaks in the center. A portion of the site is fairly bare. A portion of where the apartment would go is fairly bare. Due to the apartment building shifting over, it did result in the loss of trees in one area and added trees in the center area.

Josh McKinney, Sambatek, said what is causing grades to take off the top of the knoll is the maximum amount of grades that can occur along Agate Trail. City standards could be approximately 4.5-6%. When holding that grade for long distances the highest grade occurs at that point. He said they are reducing the top of the hill. They are retaining the vast majority of trees in the center area with over 1,000 caliper inches based on their current study. As they study and get additional information from the tree survey, once the leaves drop and can get satellite service back, they can make micro adjustments to the grading to preserve additional trees as they are able.

Chair Niemioja closed the public hearing.

Planning Commission Discussion

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Chair Niemioja mentioned that having so many citizens come to the first meeting helped Staff, the City Council, and the developer work through some of these issues. She said it is hard to make everybody happy all of the time. The point of these meetings is fleshing out some of the problems.

Commissioner Scales stated his family came to the city when he was younger at a farm not too far from this location. There were a lot of large Oak trees back then. Since then, times have changed and he has watched the farm turn into a development. He said about five years ago developing this area was discussed. They had an idea of what was coming and had planned for this. He said he felt it was a really good plan for the site. He understands what residents are saying. The Comprehensive Plan is a living breathing document that changes about every 10 years. Sometimes the more they work at this, they move away from doing anything. Then, 5 or 10 years down the road they get a solution that is not ideal. He said they have seen this happen in a couple of areas in the city where they wait and what they end up getting isn't usable. He said he supports this, it's a good use of the property, the developer has done a good job being patient and working through all of the issues.

Commissioner Robertson appreciated the intensity of work that Mr. Stone and his team did. She understands when passionate about something there is a tendency to make statements that may be anecdotal in nature and reflects the passion. She said it may also raise really good questions. She stated she appreciated the fact that the Developer took those questions and applied more information to beef up the issue with the anecdotal plus the background they have. Recognizing all of that she agrees with Commissioner Scales that there is an excellent opportunity here. Waiting may give a backward look where it could be questioned why they waited. She said she cannot support waiting any longer and for that reason she is in support of the proposal as noted.

Chair Niemioja commented that she likes the Comprehensive Plan and looks at it all of the time. Following the principles of the Comprehensive Plan is always at the forefront of her mind in every decision they make. Sometimes changes are made to the Plan before it is time. It is a guiding document, they always need to be thinking of the Plans guiding principles, she believes they are doing that here. She said it is difficult preserving green space, she doesn't see a better way of doing it than what has been proposed here and now. There has been a lot of time and energy spent on trying to do that here. She believes they are sticking with the guiding principles of the Plan with this proposal. She said she would also be in support. Her biggest concern is traffic, especially during construction.

Commissioner Clancy stated this is preliminary action for a Preliminary Plat and PUD Development. When the information comes back from the tree and traffic study, he encouraged everyone to come back and continue to review with the Commission when they go over the final development. That will be the time to make sure homework is done. Residents can hold accountable city Staff, the Planning Commission, and the Developer if any of the conditions fail.

Planning Commission Recommendation

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Motion by Commissioner Clancy, second by Commissioner Challeen, to approve the Preliminary Plat, Preliminary PUD, and Rezoning subject to the 18 conditions noted for At Home Apartments – Case No. 21-45PUD located in the Northwest quadrant of Highway 3 and 70th Street.

Motion carried (8/0). This item goes before the City Council on October 25, 2021.

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RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: December 21, 2021

SUBJECT: **AT HOME APARTMENTS - CASE NO. 21-45PUD**

Reading of Public Notice

Commissioner Simon read the public hearing notice to consider the request for At Home Apartments, Case No. 21-45PUD located at the northwest quadrant of Highway 3 and 70th Street. The request consists of a Comprehensive Plan Amendment for Lot 1 Block 2, depicted on the Preliminary Plat of At Home Apartments dated June 7, 2021, from HDR (High Density Residential) to MDR (Medium Density Residential) and a rezoning of lots depicted on the Preliminary Plat of At Home Apartments dated June 7, 2021, from A, Agriculture District, for:

- Lot 1 Block 1
- Lot 1 Block 2

to R-3B Multiple Family Residential Planned Unit Development. Notices were mailed to 75 property owners on December 8, 2021.

Presentation of Request

Allan Hunting, City Planner, discussed the action/request for clarification of the appropriate zoning and Comprehensive Plan designation for the project. No changes were made to the site plan, of which the Planning Commission has already reviewed. When the project was reviewed and initially proposed, the property was looked at to be an R-3C zoning because of the apartment building. Since then, further review was done and determined that different zoning would better fit the project. Both lots have a density of just over 8 units per acre. R-3C zoning requires a minimum of 12, R-3B requires a minimum of 8. A PUD Ordinance provides the means to approve projects with more flexibility and density, design and factors that normally wouldn't be allowed in straight zoning. The northwest overlay is the same, it just has specifics to the product types allowed.

The project itself doesn't fit well with either R-3C or R-3B zoning because of the density and some of the product mix in those two categories. There is a range of product such as the apartment, twin homes, six-unit complexes, 10-unit complexes, and fours. This has a range of product type Staff has not noticed before with any application. The R-3C doesn't fit because it's meant for 12 units or over, R-3B seems a better fit. The unit mix with buildings of more than 5 units are exceeded on both Blocks, the overall density of 8+ units per acre fits the R-3B.

There is a section in the Northwest Overlay District that provides the means to allow flexibility from standards provided the project meets certain criteria. Staff believes R-3B fits the

proposed density of the project and is consistent with the Comprehensive Plan of MDR (8-12 units per acre). The Planning Commission and Council are being asked to determine if the flexibility of the unit type is consistent with the intent of the Code. If it is, Staff recommends approval of the R-3B zoning with the flexibility from the unit count which would allow the apartment building. While referencing the Northwest Area Ordinance, the intent was to provide more flexibility in the unit mix for a project. R-3, A, B, or C, allows only a multiple family building of a maximum number of units. It did not allow for single family, two family, or twin. The PUD allows the flexibility, but caps a certain percentage of the unit types. Part of the flexibility request is for both lots of the unit mix proposed, if in the R-3B, allows a maximum of 50% of the units could only have buildings of 5 units or greater.

- On Lot 1 Block 1, the unit mix would be 72%, where it is greater than 5 units per building.
- On Lot 1 Block 2, 86% of those would be greater.

This would be a part of the flexibility request to allow the R-3B. It needs flexibility in allowing buildings with more than 5 units per acre at a higher percentage than what is allowed in the PUD Ordinance.

Mr. Hunting addressed the Comprehensive Plan Amendment portion of the request. If having R-3B with Lot 1 Block 2, (8 units per acre), it is currently guided HDR which is greater than 12 units per acre. This needs to be changed to reduce the density so it matches the R-3B zoning category. The request, if acceptable, is to approve R-3B zoning for both lots in Phase 1 with the flexibility to have a greater percentage of units that are in buildings of 5+ units or greater and to address and approve the Comprehensive Plan Amendment from HDR to MDR.

Chair Niemioja asked if the Applicant or Staff noticed the issue.

Mr. Hunting responded Staff noticed it during further review of the categories and looking further into the Ordinance. This type of product type had not been addressed before; it was a new review.

Commissioner Robertson said with zoning all of this R-3B, she questioned if she was correct that this was a better fit for the project. In terms of density, designates this with a lower density than a R3-C would be, which has an average of 8 units per acre minimum.

Mr. Hunting replied it is the bottom minimum of MDR. R-3B fits better because it has a minimum of 8, R-3C has a minimum of 12. The Applicant is proposing 8.25 on one lot and 9.4 on the other, which wasn't consistent with the overall density. The issue is with the unit mix. The R-3B normally would not allow to have as many units in the larger sized buildings proposed. The Ordinance allows for flexibility with meeting criteria in the Ordinance.

Chair Niemioja stated an email was received before the record became public, two additional emails were also received. She requested a Motion be made accepting those into the record.

Motion by Commissioner Weber, second by Commissioner Scales, to accept the emails into

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the record.

Motion carried (8/0).

Leanna Stefaniak, 1722 Diane Road, Mendota Heights, stated she has read and understands the report. Due to the unique mix to provide this type of lifecycle housing, the gap was noticed by Staff. As the Applicant, she is trying to fix it so it matches the medium density which was always their intent. They are trying to clean it up to move forward.

Opening of Public Hearing

Benjamin Stone, 1378 66th Street West, said he was partially responsible for why this request is back in front of the Planning Commission and not awaiting approval from the City Council. He provided a packet to the Planning Commission at the October 5th Meeting. The argument was made that a lot designated medium density residential could not be zoned R-3C even though the Planning Commission approved At Home's Preliminary application at that meeting. He said he kept pressing the issue by asking the city for clarification. He sent numerous emails to the City Attorney and inquired at two City Council meetings. Nearly four weeks later he received an answer that a thorough review was done and At Home's proposal did not comply with City Code. Lot 1 Block 1 designated MDR could not be zoned R-3C, it could only be zoned R-3B. He said he can confidently say there are critical flaws with the rezoning request and the Planning Commission should be aware of them before approving the request.

He described what he was referencing. Within Phase 1, At Home has plans for a mix of duplexes, 4-unit, 6-unit, 10-unit apartments, and one 95-unit apartment. According to the zoning ordinances of the northwest overlay, the duplexes, 4-unit and 6-unit apartments can be constructed on land zoned R-3B. The 10-unit and 95-unit apartment buildings can only be constructed on land either zoned R-3C or mixed use. This information is spelled out in Article J of the City Code titled Northwest Overlay District. Up until now there has only been one interpretation of the City Code regarding R-3B and R-3C zoning within the northwest overlay. The first time this proposal was before the Planning Commission was on July 6th. He mentioned that the Planning Commission asked the City Planner to explain why R-3C zoning, not R-3B zoning, was being requested for Lot 1 Block 1. He said at 52 minutes and 50 seconds into the meeting the City Planner replied "the primary thing is the number of units per building. When getting to the larger buildings, the 10-unit buildings and the apartment, that pushes them into the R-3C. That is how it is defined in the Zoning Ordinance". Regarding the apartments in Phase 2 the City Planner had stated "the future apartments would be R-3C because they are over 7-units to a building, that puts them in the highest level".

Mr. Stone said the last time they were in front of the Planning Commission on October 5th, the Attorney for At Home Apartments said "R-3C is required because there is a square that doesn't quite fit there". With the new request, the city is stating how they have been interpreting the City Code all these years has been wrong. An alternative interpretation of the City Code that actually allows large apartment buildings on land zoned R-3A and R-3B

within the northwest overlay. He finds the timing of the new discovery to be highly suspect. Spending any time examining their interpretation it doesn't hold up to scrutiny.

He displayed two graphs showing the current zoning and their new interpretation. The first graph allows for greater flexibility of the number of units allowable within a structure on a lot. For example, R-1C can only have a single unit housing structure. The northwest overlay can have up to 4-units within a structure. In each example he gave the northwest overlay's current interpretation allows for greater flexibility. With R-3A it allows up to 7 units and as low as one. R-3B is the same. R-3C is where they get the large apartment buildings.
He displayed a second graph with the new interpretation that shows R-3A can have a 95-unit apartment building on it. It is the low to medium density planned use. The same also applies to R-3B and R-3C. There is hardly any difference.

Mr. Stone requested the following items:

-Read the entirety of Article J and determine whether there is any legitimacy in the Planning Staff's new interpretation of the City Code that allows the largest type of apartment buildings on land zoned R-3A and R-3B.

If still unsure, consider consulting with the City Attorney or a Land Use Attorney.

-Consider the immediate and long-term implications of legitimizing the Planning Staff's highly tenuous interpretation of the City Code allowing Developer's to build large high-density apartments on lots designated medium/low medium density. This undermines the primary function of the high-density land use designation.

He questioned what incentive exists in keeping a lot HDR if a developer can now build the same structures previously reserved for high density lots on low density land. Developers can avoid the complexity of designing high density PUD's in addition to avoiding the higher parkland dedication requirements, extra trunk utility charges, and other miscellaneous expenses involved in a high-density development.

He commented this was exactly what At Home was trying to do. Future Developer's will do the exact same thing.

-Do the right thing. The City Code serves multiple functions, one is to act as a commonly understood guideline for residents, Developer's, Commissioner's and city Staff. Conveniently introducing the interpretation of City Code for the obvious benefit of a Developer at the expense of existing residents is not right, there seems to be a lack of integrity.

Chair Niemioja appreciated the incredible work done by Mr. Stone.

Chair Niemioja questioned this especially since recently receiving interpretation surrounding changing calculations for square footage. She asked how Legal Counsel has looked at this interpretation.

Mr. Hunting replied this was the first project they have ever had with a unit mix like this. Everything has been either single family or apartments that fit into a category. This request

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was looked at in further detail and fully reviewed with the City Attorney. The determination from Staff was that R-3B fit better but requires Council to approve flexibility from the northwest area standards as Code allows, to allow the different type of unit mix. The Council still has to approve flexibility on the project and to allow an R-3B zoning.
Commissioner Robertson said the information provided by Mr. Stone raised legitimate questions for her. She asked what the newly found information was. She was asking because of the precedence question.

Mr. Hunting responded Staff did a deeper dive into the review and determined the R-3C didn't fit the densities of what the project was. It took more analysis and a different look because they had not encountered this kind of a project before. It was a first for Staff. As they dug deeper and reviewed it with the Attorney, they realized there should be a different zoning fit than what was originally thought to be the right one.

Commissioner Weber mentioned that he thought of this the same way the Commission looked at storage facilities. Storage facilities used to be allowed in the B-3, a Code Amendment was made to change and not allow it. When he looked at the City Code for this it's pretty specific that they could have a permitted use for R-3A's, R-3B's, and R-3C's based on multifamily dwellings. He asked if the 7+ unit would be looked at in a R-3B instead of being in R-3C.

Mr. Hunting replied it would be looked at by the Council on a case-by-case basis to determine if it is consistent with the intent of the Code.

Commissioner Weber asked if it was technically a conditionally permitted use.

Mr. Hunting replied it was similar.

Commissioner Weber said if someone was looking for a conditionally permitted use they would have to come in before the Commission and present.

Mr. Hunting responded in the affirmative.

Commissioner Challeen asked for a better understanding of the idea of flexibility in interpreting the Code for the northwest quadrant versus achieving perfection. A perfect fit for zoning isn't going to be found, based on research done, she questioned if this was the best fit for what is planned. She asked if there were other alternatives for zoning that haven't been before the Commission.

Mr. Hunting responded after review by the City Attorney, Staff felt this was the best approach. R-3C doesn't work with density. The City Council has approved other projects where there have been narrower lot separations between buildings, driveways wider than required, or impervious surface. It's been done before in the northwest area, but have never encountered this type of development and how to have it fit the Zoning Ordinance.

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Commissioner Simon questioned if it means with other things allowed based on a case-by-case basis such as wider driveways, it seemed once they started that, it was requested more often. She asked if approving, if this could be the standard for multiple Developers coming in. A case-by-case basis still gets approved at the City Council level.

Mr. Hunting replied it was difficult to say, they won't know what's coming in. There have been several developments. This one has been very unique; their intent was trying to achieve something that fit an overall unit count density and provide open space. The Ordinance made it hard to figure out where it fit. He didn't feel it was likely to happen, but felt it was a difficult question to answer.
Commissioner Robertson mentioned what causes her concern, like Commissioner Simon had asked, is what would stop other developers from coming in and using the same argument. It talks precedent. By approving calling this an R-3B with an area of it at a density higher than R-3B, they are in fact setting a precedent to any other Developer coming in to do this same thing. The Developer would have to come before the Planning Commission in advance for a different type of Permit.

Julie Stone, 1378 66th Street, referenced the northwest overlay Article J, and the table presented that says 50% of the units can be over 5 units per building. The fact that At Home is at 86% of that is reason to say no. She said they are already over the large structured units. She referenced the interpretation they have had up to this point saying that buildings could be up to 7 units in a structure in R-3B. What is being requested is a 95 unit. She felt that absurd, and to say they have another interpretation to force this to work did not seem right especially to residents who live around it and the expectations they have of their zoning. She referenced the chart from the northwest overlay that said 50% can be 5+ units and indicated that right below that it says as long as it follows the underlying Zoning District, which is clarified up to 7-unit structures. She did not see how this interpretation could even hold up to that statement. They could say they could throw the statement out and not use the statement. She questioned why they would do that. She mentioned it also said if there is any conflicting interpretation the strictest interpretation should apply. She felt that was reason enough to not allow the apartment building. They are not saying this land shouldn't be developed, they are saying it needs to be done in the right way. She suggested the PUD should be reworked and looked at. The city shouldn't change the interpretation of the Code so it works out for the Developer, the Developer should change their layout so it works for the city.

Ms. Stone displayed a diagram of the area and mentioned during Phase 1 across the road, the apartment building should easily fit that location. They wouldn't need a Comprehensive Plan change. She suggested keeping the Phase 1 area high density and moving the apartment building to that area and lower density structures where the apartment building is currently depicted. Where the apartment building currently sits, creates, according to the City Engineer, a lot more traffic for those living adjacent in Settler's Ridge. She said there were concerns about the road and the road out to Robert Street would not be built for a very long time according to the Developer. Moving the apartment to the high-density area mitigates the problem, then they would use the road out to 70th.

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Chair Niemioja asked the City Planner to address how the lots were split before in terms of high density/medium density. She felt the apartment building cut into the high-density piece at one point, the topography is what placed it there.

Mr. Hunting replied the Developer looked at the land and topography and had their reasons and rationale about where the apartment would best fit. Staff has looked at this with a mix of units. The Developer does have the concentration of the apartment building, the balance of that side is very low density, it comes in at 8 units per acre. It's concentrated in one area where the unit count goes up.

Chair Niemioja thought she recalled that half or a quarter of the building hit high density.

Mr. Hunting responded he thought that may be a part of the Comprehensive Plan map. It picked property lines as the break between MDR and HDR. When looking at developments, they look at if the project is going to be consistent to where the line is, the line isn't a hard/fast. With an overall PUD they look to blend how they would be. Some units would go over the line but still match the densities of the area. The way Agate Trail angles and bends to the east and swung into HDR, the apartment building could have been in both.

Benjamin Stone, 1378 66th Street West, displayed a diagram of the apartment shown on the high-density side. He mentioned without a change in the number of units and trees cut down, structures can be moved to the right spot and right zoning that meets density requirements for high density. It doesn't meet density requirements for low density. The city would get more money because they would lose money for trunk fees if going from high density to medium. He suggested changing the medium density to low/medium density, the city preserves trunk fees and everything complies.

Chair Niemioja requested the Applicant come forward, she was curious about Mr. Stone's plan. She requested the Applicant explain their plans and why things are where they are at.

Leanna Stefaniak, 1722 Diane Road, Mendota Heights, said she appreciated Mr. Stone moving buildings around, it's more complicated than that and discussed many times before. The site has interesting topography that requires certain grading and retaining walls, things have to be placed the way they are. They could move a building, but then would have miles of retaining wall in order to support it. She mentioned with respect to Mr. Stone, they have had the City Engineer, Sambatech, Civil Engineers, and Public Engineers, work on the site specifically as it relates to where buildings are placed. They have spent a lot of time and money on this and trust that their analysis is correct.

She referenced the zoning question and what Mr. Hunting had said earlier. Many conversations have been had with city Staff, the City Attorney, and Land Use Attorneys. This area is complicated because there is an underlying zoning question, the Northwest Overlay District, and PUD. All three combined are complex. One of the goals of the northwest overlay was to provide a diversity of housing product/stock, which is what they are trying to

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do with their plan. That creates some flexibility. PUD's are designed for cities to allow for accommodations for certain zoning underlying requirements. It's gives the Council the ability to make discretionary decisions if they can determine the accommodation doesn't harm the environment around it, is consistent with the surrounding use, poses a threat to public safety, and preserves trees. All things they have tried to protect and adhere to along the way. City Staff and the City Attorney have spent a lot of time reviewing this and trying to determine how to best fit all three zoning categories on one piece of property. She encouraged the Commission to give discretion to the City Attorney in their analysis.

Kris Staples, 6503 Arctic Court, said his wife Kelly submitted an email and was unsure if it was received on time. He requested reading it for the record.

Chair Niemioja mentioned the email was made a part of the official record earlier. She asked if he would like to highlight some points from the email.

Commissioner Robertson appreciated Mr. Staples coming forward. The email came in at 6:12. She had no opportunity to review anything that came in so late. A highlight of the email would help.

Mr. Staples read the email stating their request is to deny At Home's request to amend the Comprehensive Plan and zoning of both lots to R-3B. The requests contradict the city plans laid out for the area. This would be the third time At Home has come before the Planning Commission on this proposal. The first two times At Home requested and the Commission approved, plans that were not consistent with city land use, zoning rules, or the Comprehensive Plan. With the work Mr. Stone has done At Home's plans were stalled and sent back to the drawing board while city Staff recalculated and the City Attorney did additional research. There are two parcels, western and eastern. The Comprehensive Plan specifies the western parcel be medium density and eastern parcel be high density. He referenced a group that made the Comprehensive Plan, made a deliberate decision to transition from low density (Settler's Ridge) to medium density, to high density, and then mixed use and retail. A plan would never have contemplated a 96-unit apartment building on medium density land next to the back yards of single-family homes. The current proposal to have units on the east side requires a Comprehensive Plan Amendment because it does not meet high density requirements. He mentioned residents of Settler's Ridge were before the Planning Commission months ago about this development, one member of the Commission advised residents that the Comprehensive Plan must be followed and that he and his colleagues spent hundreds of hours of research and dollars to put the plan in place. If that was true then, it must be true now. If the Commission votes to approve this, he hoped there was a great reason why. He mentioned At Home originally requested that a portion of the Phase 1 project be zoned R-3C. Residents went before the Commission and Council stating R-3C zoning didn't make sense and was incompatible with the goals of the Comprehensive Plan. Residents were correct and Staff currently acknowledges R-3C zoning cannot be done, the current plan falls short of that designation. Currently flexibility for R-3B zoning is being requested. At Home isn't requesting to follow the rules for zoning of R-3B, but going beyond flexible standards. This should not be allowed. R-3B zoning would

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preclude the 96-unit apartment building from being on Lot 1 Block 1, and precludes the 10 plex buildings from being on the eastern Lot 1 Block 2 because those structures put parcels over maximum percentages. Neither the Comprehensive Plan designation of medium density nor zoning of R-3B works in this situation, but are doing everything to accommodate the cost of the Developer which specifically in the Code says is not a reason to approve and accept. Because of that, they hope the Commission votes to deny these exceptions. He commented if this goes another direction there has to be a reason other than accommodating the Developer. There are plenty of Developers in line to develop this land. He hopes the Commission agrees with what residents have looked at and the mistakes made in the past on various levels. Those can be made up tonight by denial of these requests.

Commissioner Scales mentioned the Comprehensive Plan has always been a living breathing document. It has changed every 10 years. It's not something they "hang their hat on" completely. Most of the land in the city at one point said agriculture. If someone said it must be followed, there may be a misunderstanding of what the Comprehensive Plan is and its intention.

Commissioner Weber asked if Staff could display a map located on the city website called the Northwest Area Development Map. He inquired about what was done with the Peltier Reserve Development. There was an apartment building there along with single family residences. He asked if that was captured under a PUD, or if it was R-3C or R-3B.

Mr. Hunting responded the apartment building on that project is an R-3C because it's on its own lot. Single families have different zoning. They don't have the blend, don't have the same issue they have here. It was a straightforward zoning exercise. The same applied to the Canvas project.

Commissioner Weber questioned why they were not going through the same process of separating out the lot for more specific zoning. He said with Peltier they did a lot split to make it fit. He didn't understand why they were looking at this one in a different way. To him it was pretty simple in solving. He suggested doing a lot subdivision, if it meets minimum requirements, do an R-1C for the apartment building and an R-1B for the rest of the property.

Mr. Hunting replied he couldn't recall everything that took place, but Staff looked into that option. It gets more complicated because of the area requirements on each lot. There were other issues where it wasn't going to fit with those standards.

The map requested by Commissioner Weber was shown. Commissioner Weber said he was trying to compare them so everyone gets an idea of what they need to look at from a Planning Commission standpoint. Pushing the higher density toward one side of the development makes sense, that got pushed to the north. His question was the whole lot subdivision. He felt this could be cleaned up quickly and not have the "grey area". He suggested doing a lot subdivision, putting the apartment building as an R-1C, and doing the rest as R-1B. This option would be cleaner to him.

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Commissioner Robertson agreed with Commissioner Weber about splitting it. They are doing it after the fact, after all of this time to meet the needs of the Developer. What is being done is creating an artificial line that ignores the issues that have been present for a long time in terms of the surrounding residents. They are cleaning it up after the fact.

Commissioner Weber said it was being done prior to being broken ground. They could go back to when the Settler's Ridge development went in. These were things that were taken into consideration as far as land designation changes. Many on the Commission have gone through hours of their time discussing Comprehensive Plan Amendments and changes. He addressed the statement of slippery slope and said if allowing this to happen and the grey area to be opened up with this Developer and what would happen with the next Developer, when it could be tidied up and not be a slippery slope and have them subdivide the lot. He said anyone can buy a large chunk of land and subdivide it. For him, he would say no to exactly how it is now, but if cleaned up in an appropriate manner, he can't tell a Development they are doing the wrong thing when they are the ones putting the money and effort behind it.

Chair Niemioja closed the public hearing.

Planning Commission Discussion

Commissioner Challeen believes they are wrestling with the idea this is mixed use and may need to change how they think about zoning. The city is seeing a wide range of housing types within this mixed use and the way they get to the density is because there is a 95-unit apartment building on the property. That is the very definition of mixed use and the purpose of this area. She commented it can't be fit into a neat little box.

Chair Niemioja stated that economic considerations are outside of this Commission's purview, this Commission is land use. She was unsure if there were other thoughts on how to proceed or if they have enough information to proceed.

Commissioner Scales mentioned they are here to answer whether the zoning fits the project. It's not about whether they build an apartment building or whatever is built there. It's about if the zoning matches the project. He said for him, when looking it at it for a low, medium, or high density, do they look at the entire project or the building sitting on the site. If looking at the entire project, the zoning fits. If looking at one individual building, it probably doesn't. Looking at the overall project, what the city is doing fits.

Commissioner Robertson questioned if putting the numbers of units together and dividing it by the number of buildings, what the unit density would be. She asked if this was a legitimate question and way to look at it.

Commissioner Weber replied it was 8 on one, 9 on the other.

Commissioner Robertson requested the average number of units per building on the parcel.

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Commissioner Weber replied there is 173 units over 29.48 acres. 5.868 per acre.

Commissioner Robertson was unsure if it applies here. There was nothing that really applies. The question becomes if looking at the entire thing, number of units, number of acres, and where they land; R-3C or R-3B.

Commissioner Weber said it would be 5.86 units per acre for the two parcels. He did the math on each and then did the math together.

Mr. Hunting stated there is 253 on both.

Commissioner Scales said it was about 8.4.

Commissioner Robertson asked if 8.4 puts it at R-3B or R-3C.

Mr. Hunting replied it would be R-3B because its 8 units per acre, MDR.

Commissioner Weber said it was the minimum for R-3B.

Chair Niemioja referenced the comment made by Commissioner Challeen in getting to perfect and said the Commission is going to have to make a Motion/recommendation with the caveat to the City Council that this is really unique and the Commission/Staff haven't dealt with anything like this before. They are trying to fit the best they can.

Commissioner Scales said for him it would be a clarification from Staff to verify. The Commission is being asked if the zoning fits the entire project not a building.

Mr. Hunting replied it was the zoning overall for the project, the unit mix and type.

Commissioner Scales said the question being asked if this fits, if it's by the site. They are not being asked to approve an apartment building or placement. The Commission is being asked if the overall density of the site matches the zoning, they are changing it to.

Mr. Hunting agreed that was the question. It includes the special condition that they would have to approve the flexibility of the unit type mix. It's not as straightforward as zoning and density. The Commission also has to go along with the fact that the product type has a larger number of buildings with greater than 5 units. With R-3B they have to say flexibility could be approved as a part of the Code to allow this mix.

Commissioner Challeen mentioned what they are really saying is that they are allowing a deviation of 22% from the 50% allowed, proposed is 72% on one Block and 86% on the other. One criteria fits well for R-3B, the other criteria is off by between 22% and 36%.

Chair Niemioja mentioned traffic safety was mentioned a lot. She asked if the traffic study was being done.

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Mr. Hunting replied in the affirmative. All of those issues would be discussed at the City Council level.

Chair Niemioja assured those that sent in emails, it's not that they are not acknowledging some of those issues, it's getting outside of what they are doing tonight.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Scales, to approve the Comprehensive Plan Amendment for At Home Apartments from HDR High Density Residential to MDR Medium Density Residential on Lot 1 Block 2 with the three conditions listed.

Motion carried (8/0).

Commissioner Weber asked if the Commission needs to approve the extra conditions.

Mr. Hunting replied the Commission would be approving the zoning to R-3B with accepting/approving flexibility from the unit percentage standard. It's part of the approval from R-3B. The Commission would have to agree that flexibility should be granted to allow the different unit percentage mix.

Commissioner Weber did not see that information written. It's why he was asking the question again.

Mr. Hunting suggested the recommendation state that it's with the flexibility of the percentages as proposed.

Chair Niemioja mentioned this subject is the sticking point. There are multiple options. The Commission can deny, state what they approve, and how they don't approve it. It gets beyond the zoning question.

Commissioner Weber said adding the point the City Planner wants them to add is a sticking point for him. If looking at the whole project and density the Commission is looking for, this meets that fact. He suggested the rest of that lie with the City Council.

Chair Niemioja mentioned if the lot was subdivided it would lie with the City Council anyway.

Motion by Commissioner Robertson, second by Commissioner Wippermann, to deny the request from At Home Apartments to convert the entire zoning to R-3B. Commissioner Robertson believes that the expectation for flexibility needed to make this fit is in excess of what the Commissions role should be in approving flexibility regarding the unit count.

Motion carried (6/2) - Scales, Challeen. This item goes to the City Council on January 24, 2022.

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CASE NO: 21-45PUD

APPLICANT: At Home Apartments, L.L.C.

PROPERTY OWNER: Falcon Partners Limited Partnership & Oak Grove Properties of MN, LLLP

REQUEST: Rezoning, Preliminary Plat and Preliminary PUD Development Plan

HEARING DATE: October 5, 2021

LOCATION: 1285 70th Street, 6815 Robert Trail South and 1165 70th Street

COMPREHENSIVE PLAN: Mixed Use, MDR, HDR

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted revised plans for preliminary plat and preliminary PUD development plan for a 47.51 net acre parcel. Based on discussions and public comment at both the Planning Commission meeting and City Council meeting, the applicant has submitted plans with the location of the apartment building being moved south so it fronts future Agate Trail and does not abut 67th Street. The western half of the project is generally in the same configuration as the previous plan. The types of buildings have been moved around but both neighborhoods are still served by a private road system connecting to future Agate Trail.

The project consists of a mix of townhome units, smaller attached unit buildings, apartment buildings and future retail development. The project would be accessed via the construction of Agate Trail with connection to 70th Street, 67th Street which will connect to Argenta Trail and Hwy 3, and retail in the southeast corner which will have access from Hwy 3 and possibly 70th Street. The project will be built in Phases, with the first phase consisting of twin home style units, large house style apartment units in four buildings (10 units each), four-plex units, six-plex units and a 95 unit apartment building. Future phases would include 300 apartment units in two buildings and approximately 16,000 square feet of future retail.

The preliminary PUD approval is for all phases of the development. The final PUD plans will reflect the phasing of construction of the housing units and street and storm water improvements. The project also contains a 4.08 acre public park that will be dedicated to the city.

REQUESTS

The specific requests for the development project include the following:

1. Rezoning of the western half of the property to R-3C/PUD Multiple Family Residential District.
2. Preliminary Plat approval of Agate Trail Apartments, consisting of three lots and three outlots.
3. Preliminary PUD approval of the Agate Trail PUD consisting of 42 twin home style units, 40 large house style apartments in four buildings (10 units each), 16 four-plex units, 60 six-plex units, a 95 unit apartment building (253 units total), two 150 unit apartment buildings and 16,000 square feet of retail use, plus dedication of public park land.

EVALUATION OF THE REQUEST

SURROUNDING USES

The subject property is surrounded by:

North: Settlers Ridge single family subdivisions; zoned R-1C/PUD; guided LDR
East: Hwy 3, Canvas multiple family development; zoned R-3C; guided Mixed Use and LMDR.
West: Settlers Ridge; zoned R-1C/PUD; guided LDR.
South: large lot residential, single family homes, Peltier Reserve (single family and multiple family); zoned R-3B and R-3C/PUD; guided LDR, MDR and Mixed Use.

COMPREHENSIVE PLAN

The subject property contains three different comprehensive land use designations. The west side of the site is guided Medium Density Residential (MDR) with a housing range of 8-12 units per acre. The central portion of the site is guided High Density Residential (HDR) with a housing range of 12-35 units per acre. The southeast corner of the site is guided Mixed Use which assumes a mix of housing and residential. Residential densities in the Mixed Use designation are 12-35 units per acre.

In general, the unit mix of Phase 1 would have a density of 8 units per acre and the higher density future apartments by Hwy 3 have a density of 19 units per acre. Based on acreage of existing land use categories, the land area would have an allowed density range of 536-974 units. The total project for both phases is 553 units.

IDENTIFICATION OF NATURAL RESOURCES

The site contains Oak Woodland Brushland called F-16. This is a Manage 3 area which is low quality and poor possibilities for restoration. There are no special requirements per the NRI for this area.

The site contains a Deep Marsh called F-21. This is a Manage 3 area which low quality and poor possibilities for restoration. There are no special requirements per the NRI for this area.

NET DEVELOPABLE AREA

Note: the numbers that are referenced within this staff report are approximate based on preliminary plan submittals. They will likely change slightly between 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 arterials 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 proposed project area contains approximately 47.51 net developable acres. The request has been sent to Dakota County for their review on right-of-way needs. There will be some additional dedication along 70th Street (Co Rd 26).

General Project Data	**Acres**
Gross Project Area	56.96
Delineated Wetlands	1.37
Public Water Bodies (PWI)	0.00
Bluffs in Shoreland Area	0.00
Planned "Arterial" Road Right of Way	4.0
Public Parkland Dedication	4.08
Total Net Developable Area	47.51

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**
Total Net Developable Area	*47.51*	*NA*
Minimum Open Space Required = 20% of net area	9.50	18.72 (39%)
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	7.13	6.77 (71%)
Area to be undisturbed = 50% of required open space	4.75	5.09 (54%)

The site design has prioritized the open space areas along the western boundary of the site to provide a green space buffer to the single family to the west, internal open space around

ponding areas, open space corridor between 70th Street and the park and open space between the apartment buildings and commercial on the east side of the site.

The open space proposed exceeds the required minimum 20% and exceeds the required undisturbed open space. The largest area of open space is just shy of the required 75% contiguous. This is the space on the eastern portion of the site that is 6.77 acres but this area leads to the park so there is a large contiguous open space. The intent of the requirement appears to be met with the large contiguous open spaces shown along the west boundary and on the eastern portion of the site.

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.

The development capacity plan was established for the proposed project utilizing the base zoning district of R-3C.

Base Zoning District	Net Acres*	Min Density (units per acre)	Max Density (based on lot size per zoning code)	Min Units	Max Units
R-3C	44.72	12	2,000	536	974

The proposed net density for phase 1 would be 8.58 units/acre and the proposed net density for phase 2 would be 19.82 units/acre.

PROPOSED DEVELOPMENT MAGNITUDE, DENSITY AND BULK STANDARDS

Building setbacks and separation.

The proposed setbacks for the project are listed on the plan sheet Overall Site Plan (Sheet C3.01).

The project complies with setback standards except in three locations.

1. Building separation between 19 and 20 is 18 feet where 20 feet is required.
2. Building 36 is only 14'2" at the corner whereas 20 feet is required.
3. Buildings along 70th Street are 40 feet from road right-of-way whereas 50 feet is required along arterial roads.

It appears there is room for 20 feet between buildings 19 and 20 with some slight changes to other building locations to meet requirement. Staff recommends plans be changed to meet requirement.

Building 36 is located at corner curve on a private road. The driveways for the building facing south and east at this corner meet a 20 foot setback. Staff would support this flexibility request.

The buildings along 70th Street were at the same setback on the original plans, they did not change with the revised plans. The Crossings project was approved with a 20 foot setback along 80th Street (arterial street) for the apartment building and setbacks in the 30 foot range for the townhomes. Projects with lesser setbacks have been approved in the past and staff feels an encroachment of 10 feet into the setback for backyards of buildings 32,33 and 34 should be supported based on past approvals.

Impervious surface coverage.
Impervious surface coverage standards are applied to give the city the authority to ensure sufficient areas for infiltration.

The applicant has provided impervious surface calculations for the entire project.

Impervious Surface	Maximum Allowed	Proposed
R-3C	65%	19.1%
B-3	70%	70% approx.

Building Coverage.

The applicant has provided building coverage calculations for the entire project.

Building Coverage	Maximum Allowed	Proposed
R-3C	20%	15.5%
B-3	25%	6.5%

PRELIMINARY PLAT
The applicant is proposing a preliminary plat which consists of three lots for the housing units, three outlots which would be for future commercial and storm water ponding.

The plat abuts Hwy 3 and 70th Street (Co Rd 26). Dakota County and MnDOT will review the plat and provide comment on right-of-way needs and access. The applicant has had meetings with both agencies prior to submitting the project. Dakota County will require a 75 foot half right away from 70th and we expect MnDOT will request to straighten out the current right-of-Way along Hwy 3. Approval of the final plat will be subject to the review and comment by Dakota County and MnDOT.

PARKS/TRAILS

The plans identify a city park to be dedicated over what is labeled as Outlot A on the plans. The Interim Parks and Recreation Director and Park and Recreation Commission will have to provide comment on what the park plans should be and what requirements will be the responsibility of the developer. The park would be accessed via Agate Trail and 67th Street when the whole segment is built. Trails along all public streets will provide walking access to the park. There is also an open space corridor shown along the west portions of Outlots B and C which could be used for a trail connection to the park from 70th Street. Those details would be worked out with the final plan approvals for those outlots.

STREETS & CONNECTIVITY

The project is designed with an extension of Alverno Avenue from its current end point in Argenta Hills through the project and up to 70th Street. Alverno is a collector street shown on the city's Northwest Area Collector Street Study. There would be a connection point at 72nd Street and Argenta Trail. This is currently designed as a three-way interchange. Since the planned alignment of 72nd Street heading east is off the property in question, the applicant is proposing a temporary roadway between lots 5 and 7 block 7. This will provide a second access point until land develops around the site and the other local streets can be connected.

WSB reviewed the street plans for the city to determine compliance with the 2012 Collector Street Study. WSB found the plans to be consistent except noted Agate as a collector does not need to be a 44 foot wide road but could function with a 36 foot wide road. Agate has been reduced to 36 feet on the plan set with this report.

The streets and right-of-way comply with city standards and the local streets provide a sidewalk on one side as required.

The main public street system is designed to be connected to 70th Street, Hwy 3 and Argenta Trail. The County is doing a large scale construction and reconstruction project on 70th and Argenta over the next 3 years. 65th Street will be extended westward to current Argenta Trail, 70th Street will be widened from Hwy 3 westward to Hwy 55 in Eagan and the round-a-bout at Argenta Trail/70th Street will be constructed. There will be times during this period that access to 70th Street will be blocked leaving access to the site through Alverno Court to the west and Agate Trail to the north.

PARKING

The applicant has provided a summary of the parking being proposed for the different unit types. Parking in all neighborhoods meet or exceed parking requirements. All have enclosed stalls and driveway parking. There are guest parking spaces shown on the private streets. The

width of the private streets as proposed would not allow parking on either side and would require to be posted no parking both sides. Parking for the apartment building is proposed with 107 below grade stalls and and 63 surface stalls for a total of 170 spaces. By calculation, parking is seven spaces short. On-street parking would be allowed along Agate Trail and this additional parking would provide for the spaces short on-site. The code allows adjacent on-street parking to count towards off-street parking for a site.

Overall parking for Phase 1 would be satisfied with the proposed plans.

DAKOTA COUNT/MnDOT REVIEW

The Dakota County Plat Committee reviewed a concept plan of the project on April 16, 2021. They made comment on the need for a 75 foot half right-of-way for 70th and appears to be ok with the location of Agate Trail intersection with 70th. They are still concerned about the request by developer for a ¾ intersection on 70th for the future commercial site. The plat has been sent to Dakota County for their review and comment. Approval of the plat will be subject to the comments from the County.

The plans have also been sent to MnDOT for review. Approval of the plat will be subject to the comments from MnDOT.

LANDSCAPING/TREE PRESERVATION

Tree Preservation/Landscape Plan:

The developer provided a tree inventory of the site based on samples from three select areas. The majority of the trees are on the western portion of the site. The Code allows a tree removal of 40% for higher density. The code allows removal beyond the threshold and requires replacement for those trees over the limit.

Tree inventories based on sampling have been used and approved in the past. Concerns wre raised by residents that a full tree inventory should be done on this site as required by code since there are a significant number of trees on site. A full inventory should be done so any reforestation is based on a full inventory.

The new tree inventory has not been submitted with the revised plan set. Staff therefore recommends a condition be added that a full inventory be submitted with the final PUD plan set so the reforestation number would be determined with that review. The condition should also include that no grading permits be issued until the final tree inventory has been reviewed and approved by City Council with the final plan set.

WETLANDS

The preliminary plans identify 3 wetlands on the site. The wetlands would not be impacted by this development.

GRADING, DRAINAGE, STORMWATER AND UTILITIES

Engineering has reviewed the plans and has 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 makes notes on width of streets and parking/no parking. Streets less than 28 feet must be posted no parking both sides. Streets 28 feet to 36 feet must be posted no parking on at least one side. Streets 36 feet and greater may have parking both sides.

NORTHWEST AREA TRUNK UTILITY CHARGES

To fund the utility improvements in the Northwest Area, the Council adopted a funding resource of collecting connection fees at time of development rather than assess properties. To cover the cost of the sewer, water and storm water improvements, there are connection fees paid at time of final plat and connection fees paid at time of building permit. Plat connection fees are due at time of final plat release for each phase. A breakdown of the fees will be listed in the development contract. The building permit connection fees are due with building permit for each unit.

DEVELOPMENT CONTRACT

The Developer and Owner shall enter into a Development Contract and other associated agreements with the City. The list of agreements and details of the contract will be discussed with the applicant, city attorney and staff as part of the final PUD review. All of the agreements will be approved by the City Council as part of the final PUD review.

ALTERNATIVES

The Planning Commission has the following actions available on the proposed project:

A. Approval: If the proposed request is found to be acceptable, approval of the applicable following actions should be taken:

- Approval of the Preliminary Plat, Preliminary PUD and Rezoning subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	dated 6/7/21
Site Plan (5 sheets)	dated 9/24/21
Development Capacity Plan	dated 9/24/21
Natural Area/Open Space Plan	dated 9/24/21
Grading Plan (5 sheets)	dated 9/24/21
Erosion Control Plan (2 sheets)	dated 9/24/21
Utility Plans (5 sheets)	dated 9/24/21

Street Plans (6 sheets)	dated 9/24/21
Landscape Plan (5 sheets)	dated 9/24/21

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

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, 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. Drainage and utility easements shall be provided on the final plat as required by the City Engineer.

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

5. Plan approval shall be subject to the recommendations of the Park and Recreation Commission. Park dedication shall include at least a 4.03 acres dedication for park land. Any additional dedication shall be made in the form of a cash contribution.

6. The final plan set shall be subject to the review of the city Fire Marshal.

7. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from Dakota County and MnDOT.

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. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

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

Location of Conservation Easement and Open Space	City Council

11. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

12. The Developer and Owner shall enter into a Development Contract with the City.

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. Final details of the amounts to be paid shall be part of the final PUD plan review.

14. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

15. A full tree inventory for the site shall be submitted with the final PUD plan set. No grading permits or tree removal shall occur until city council has reviewed and approved the final PUD plan set including any tree reforestation requirements.

16. Because there will be disruptions on the regional roadway network for the next 2-3 years, the project may be subject to final approval in phases to minimize residential traffic that would be using other routes while construction occurs on Co. Rds 63 and 26.

17. A traffic study shall be required to be submitted by the applicant and reviewed by the city to verify trip generation and traffic routing.

18. The required 20 foot separation between buildings 19 and 20 shall be met on the final plan set submittal.

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.

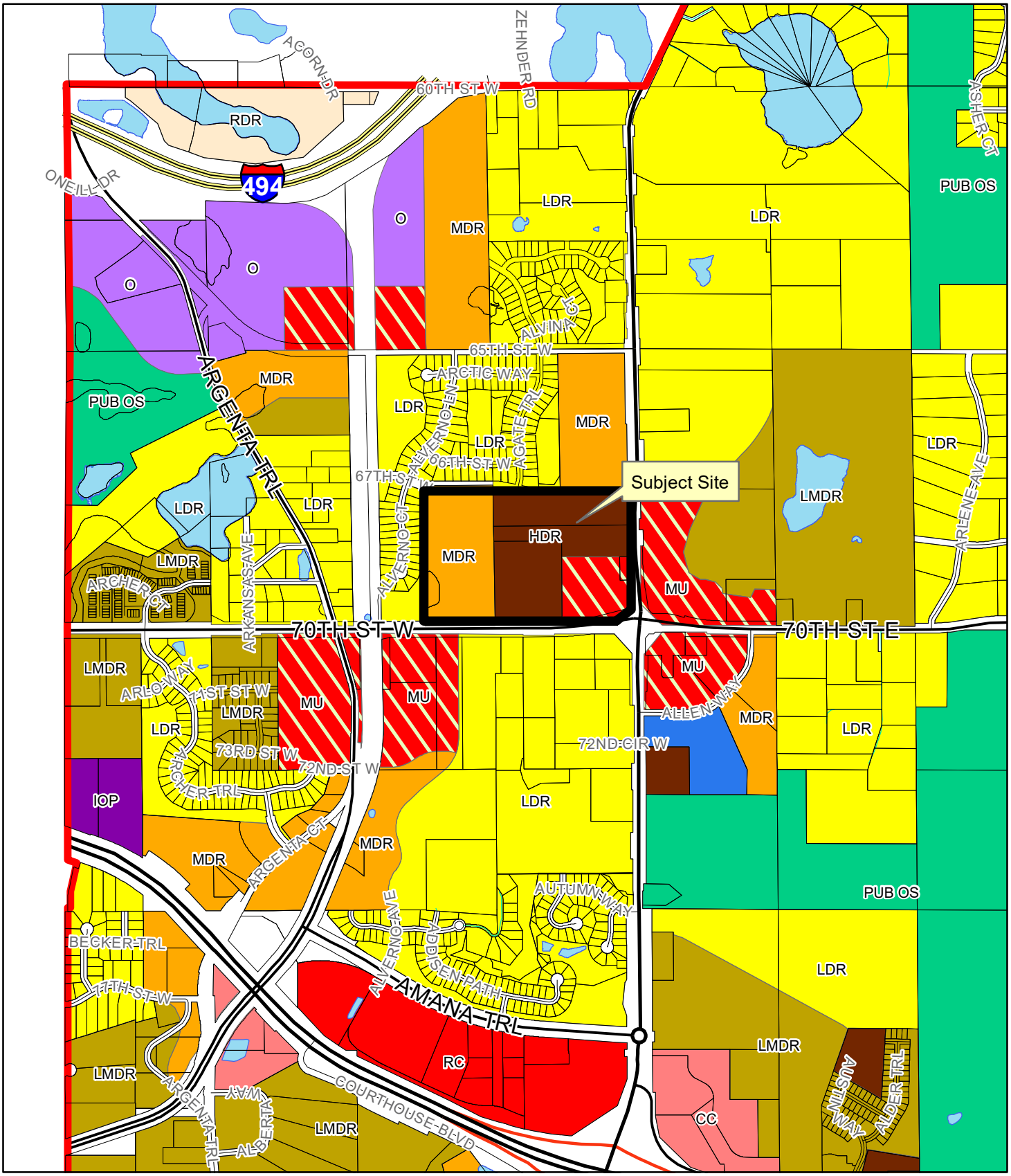
RECOMMENDATION

The project complies with all performance standards of the Northwest Area except for setbacks at three locations. The county road construction projects will have an impact on traffic flows for the next 2-3 years. This may or may not impact traffic in the development as construction of the project, construction of homes and occupancy also take time.

Staff would recommend approval of the requests as presented with the conditions listed.

Attachments:
Location Map
Applicant Narrative
Preliminary Plat
Site Plan (5 sheets)
Development Capacity Plan
Natural Area/Open Space Plan
Grading Plan (5 sheets)
Landscape Plan (5 sheets)
Resident e-mails

Location/Comprehensive Plan Map
Case No. 21-45PUD



Preliminary Plat Application and Preliminary PUD Application: Narrative

At Home Apartments, L.L.C. and its related entity, Agate Trail Apartments, LLC (collectively, the "Applicant") is submitting a Preliminary Plat Application for the replat and subdivision of the following parcels: 20-00600-78-012, 20-28500-01-012, 20-28500-01-011, and 20-28500-01-020 (collectively, the "Property").

These parcels are currently owned by Falcon Partners Limited Partnership and Oak Grove Properties of MN, LLLP (collectively, the "Owners") At Home Apartments and its assign, Agate Trail Apartments, LLC have an agreement with the Owners whereby Agate Trail Apartments, LLC will acquire title to these parcels for the purpose of redeveloping approximately 30 acres of the overall site into a multi-family rental community. The Applicant, pending approval from the City of Inver Grove Heights, intends to improve the property by developing a rental community with 259 housing units.

At Home Apartments, L.L.C. is a property management and development company based in St. Paul, Minnesota. At Home Apartments has a long history of owning, self managing and developing apartment communities throughout the Twin Cities metro, St. Cloud, and Kansas City. A copy of the At Home Apartments' company profile has been included with this application. More information about At Home Apartments can also be found at www.athomeapartments.com

Project Description:

The proposed project development, which necessitates the preliminary plat and subdivision of the current parcels, is a 253 unit high-end rental community providing numerous housing options to create life cycle housing. This development is purposefully designed to provide housing options for various stages of a person's life. Examples of the housing products that can be found within this community are: 42 twin home style units, 40 manor/large house stye apartment units, 16 4-plex units, 60 6-plex units, and a 95 unit apartment building. By providing a variety of housing options within the site, we are able to utilize the contours of the land to preserve the natural beauty these parcels currently provide. Preserving as much green space as possible while dedicating a portion of the land back to the City for the future development of a public park are important features of this redevelopment.

Applications:

To begin the approval process for the Applicant's proposed development project two applications are being submitted: the Preliminary Plat Application and Preliminary Planned Unit Development Application.

Subdivisions/PUD:

The proposed project meets the subdivision requirements as outlined in municipal code of Inver Grove Heights. Furthermore the subdivision and proposed project are in harmony with the city's 2040 Comprehensive Plan as well as the additional requirements in the Northwest Area Plan initiative. Consistent with the requirements for developments in the Northwest Overlay District, we propose that

this project have the zoning classification of a Planned Unit Development (PUD) with land uses that are in alignment with the uses called for in the 2040 Comprehensive Plan.

Community Impact:

This proposed project is a benefit to the community because it allows for the redevelopment of the site in a manner that is consistent with the City's housing and density goals while balancing the needs of the surrounding neighborhoods. Our proposed project does not adversely impact the sensitive areas that currently exist within the site, rather it works to preserve the environmental uniqueness of the site. The proposed plan also considers the dedication of 4 acres of land to the City for public benefit.

In addition to the other stated benefits, the Applicant will be responsible for building the extension of Agate Trail as well as the extension of 67th street, both of which are public roads. With the extension of Agate Trail and 67th Street, and other access connections to city and county roads, the traffic generated by this site mirrors that of other nearby developments.

Additionally, the number of proposed units is lower than that identified in the AUAR, thus we believe the traffic study presented as a part of that report concludes that this development is consistent with the collector street plan and the capacities of the municipal roadway system to accommodate the traffic generated by this development.

Phasing:

The Applicant intends to develop Lot 1, Block 1 and Lot 1, Block 2 (27.95 acres total) in the initial phase of development. The schedule for future phases of development, Lot 2, Block 2 and Outlot C, (Future Development) are not known at this time. The Applicant is not requesting rezoning of the Future Development parcels at this time. It is understood that the existing uses within the Future Development parcels will remain as approved uses.

Parking Summary/Description:

The parking summary for the overall project has been separated into sections to demonstrate the parking supply based on the different housing product types for the site.

The Northwest Area AUAR allows for a decreased parking ratio using the formula as follows:

# of Units multiplied by 2.5, multiplied by .75 = ____ REQUIRED STALLS).

The east side of the proposed development (east of the future Agate Trail extension) provides 88 units with parking stalls provided producing 283 stalls. Using the equation noted above, 165 stalls are required under code. In looking at the housing product type, the 88 units and parking stalls are broken down as follows:

- East side townhomes – 48 units: 81 enclosed stalls, 81 driveway stalls for a total of 162 parking stalls which equates to 3.35 stalls per unit. (90 stalls required under code).
- East side ten plex homes - 40 units: 56 enclosed stalls, 56 driveway stalls for a total of 112 stalls which equates to 2.8 stalls per unit (75 would be required under code).
- Guest Parking- Road C - 9

The west side of the proposed development (west of the future Agate Trail extension) provides 165 units with parking stalls provided producing 372 stalls. Using the equation noted above, stalls are required under code. In looking at the housing product type, the 165 units and parking stalls are broken down as follows:

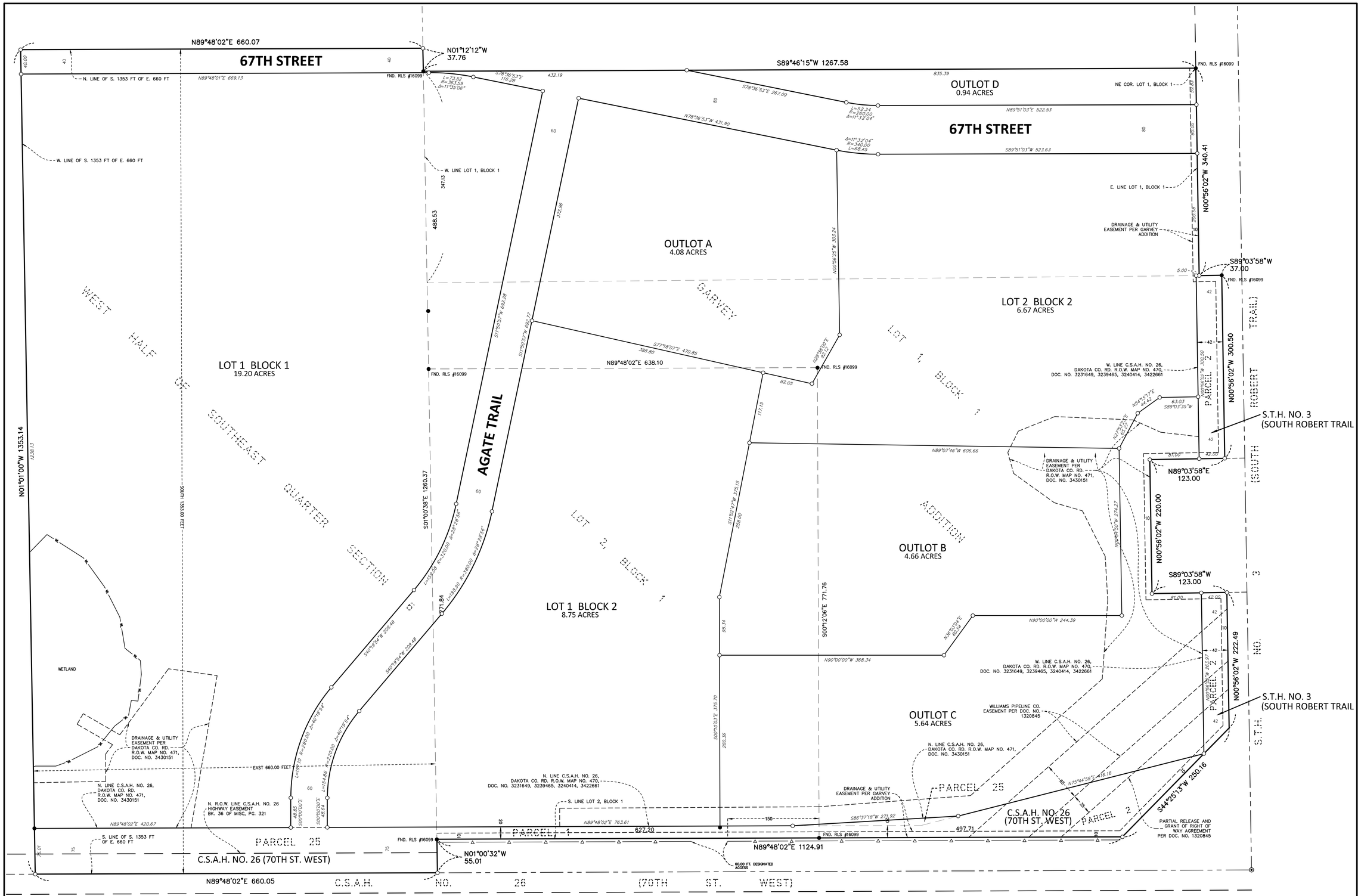
- West side townhomes – 28 units: 47 enclosed stalls, 47 driveway stalls for a total of 94 parking stalls which equates to 3.35 stalls per unit. (53 stalls required under code).
- West side twin homes - 42 units: 42 enclosed stalls, 42 driveway stalls for a total of 84 stalls which equates to 2 stalls per unit (79 would be required under code).
- Apartment Building - 95 Units: 107 below grade stalls, 63 surface stalls for a total of 170 stalls. This equates to 1.78 stalls per unit (178 stalls would be required under code).
- Guest Parking- Road A - 24

Overall, the proposed development meets or exceeds the City's parking requirement. If you separated the parking ratios by product type, the apartment building (on its own) is light on parking, meaning that it is 8 stalls short of the City's code requirement. Given that this proposed development is within a PUD, we are asking the City to use its discretion to allow us to waive the parking requirement as it relates to the apartment building. As the City may be aware, many suburban municipalities have older parking code requirements (2 or more stalls per multifamily unit) which do not correspond with current housing trends specifically as it relates to multifamily buildings. Based on our experience of managing multifamily projects over the last 30 years and taking into consideration our new development projects throughout the Metro over the last 10 tears, a parking ratio of 1.78 stalls per unit would be more than adequate for a development of this size. Increasing the amount of parking for the apartment building in order to meet current City requirements would result in underutilized land, create a potential eyesore of unused parking, and detract from the overall goal of maintaining a green and environmentally conscious site.

Tree Preservation:

The project team has made every effort to feasibly preserve trees on this site, in fact the trees are a significant reason this site was selected. The previous site plan allowed for more preservation of the trees due to the positioning of building types to optimize grading. The revised site plan impacts approximately 1,000 additional caliper inches.

The applicant is requesting relief from planting the additional 415 caliper inches on site, as a good faith effort had been made to design a site more sensitive to the trees and the Council had indicated the placement of the apartment building was of utmost importance.



SUBJECT PROPERTY

Description from title commitment:

Parcel 1:

The South 1353.00 feet of the East 660.00 feet of the West Half of the Southeast Quarter of Section 6, Township 27, Range 22.

Dakota County, Minnesota
Abstract Property

Parcel 2:

That part of Lot 1, Block 1, Garvey Addition, Dakota County, Minnesota which lies Northerly of a line described as follows: Commencing at the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1, a distance of 340.41 feet to an angle point in said East line, said point being the point of beginning of the line to be described; thence Westerly a distance of 1267.06 feet to a point on the West line of said Lot 1 which is 347.13 feet South of the Northwest corner thereof, as measured along said West line, and there terminated.

Dakota County, Minnesota
Abstract Property

Parcel 3:

That part of Lot 1, Block 1, Garvey Addition, Dakota County, Minnesota which lies Southerly of a line described as follows:
Commencing at the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1, a distance of 340.41 feet to an angle point in said East line, said point being the point of beginning of the line to be described; thence Westerly a distance of 1267.06 feet to a point on the West line of said Lot 1 which is 347.13 feet South of the Northwest corner thereof, as measured along said West line, and there terminating.

Dakota County, Minnesota
Abstract Property

Parcel 4:

Lot 2, Block 1, Garvey Addition.

Dakota County, Minnesota
Abstract Property

PROPERTY SUMMARY

THE GROSS LAND AREA OF THE SUBJECT PROPERTY IS 56.96 ACRES OR 2,481,134 SQUARE FEET.

PROPOSED:

LOT 1, BLOCK 1	836,239 SQ. FT. OR 19.20 ACRES
LOT 1, BLOCK 2	381,337 SQ. FT. OR 8.75 ACRES
LOT 2, BLOCK 2	290,707 SQ. FT. OR 6.67 ACRES
OUTLOT A	177,780 SQ. FT. OR 4.08 ACRES
OUTLOT B	203,029 SQ. FT. OR 4.66 ACRES
OUTLOT C	245,853 SQ. FT. OR 5.64 ACRES
OUTLOT D	41,060 SQ. FT. OR 0.94 ACRES
RIGHT -OF- WAY	305,129 SQ. FT. OR 7.02 ACRES

DEVELOPMENT NOTES

1. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
2. THE BEARING SYSTEM IS BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM, NAD83 (1986 ADJUST).
3. SUBJECT PROPERTY'S ADDRESSES & PID:
   1285 70th Street West, Inver Grove Heights, MN. PID# 20-00600-78-012 (Parcel 1)
   6815 Robert Trail South, Inver Grove Heights, MN. PID# 20-28500-01-012 (Parcel 2)
   1165 70th Street West, Inver Grove Heights, MN. PID # 20-28500-01-020 (Parcel 4)
   The property address for Parcel 3 is unassigned. PID # 20-28500-01-011

NORTH
0 60 120
SCALE IN FEET

Sambatek
www.sambatek.com
12800 Whitewater Drive, Suite 300
Minnetonka, MN 55343
763.476.6010 telephone
Engineering | Surveying | Planning | Environmental

Client
COLLAGE ARCHITECTS

708 NE 15TH AVE
MINNEAPOLIS, MN 55413

Project
AT HOME APARTMENTS

Location
INVER GROVE HEIGHTS, MN
LOCATION ADDRESS

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

George D. Abernathy
Registration No. 43505 Date: MM/DD/2021

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

Summary

Designed: GDA Drawn: JGP
Approved: JMM Book / Page:
Phase: PRELIMINARY Initial Issued: MM/DD/2021

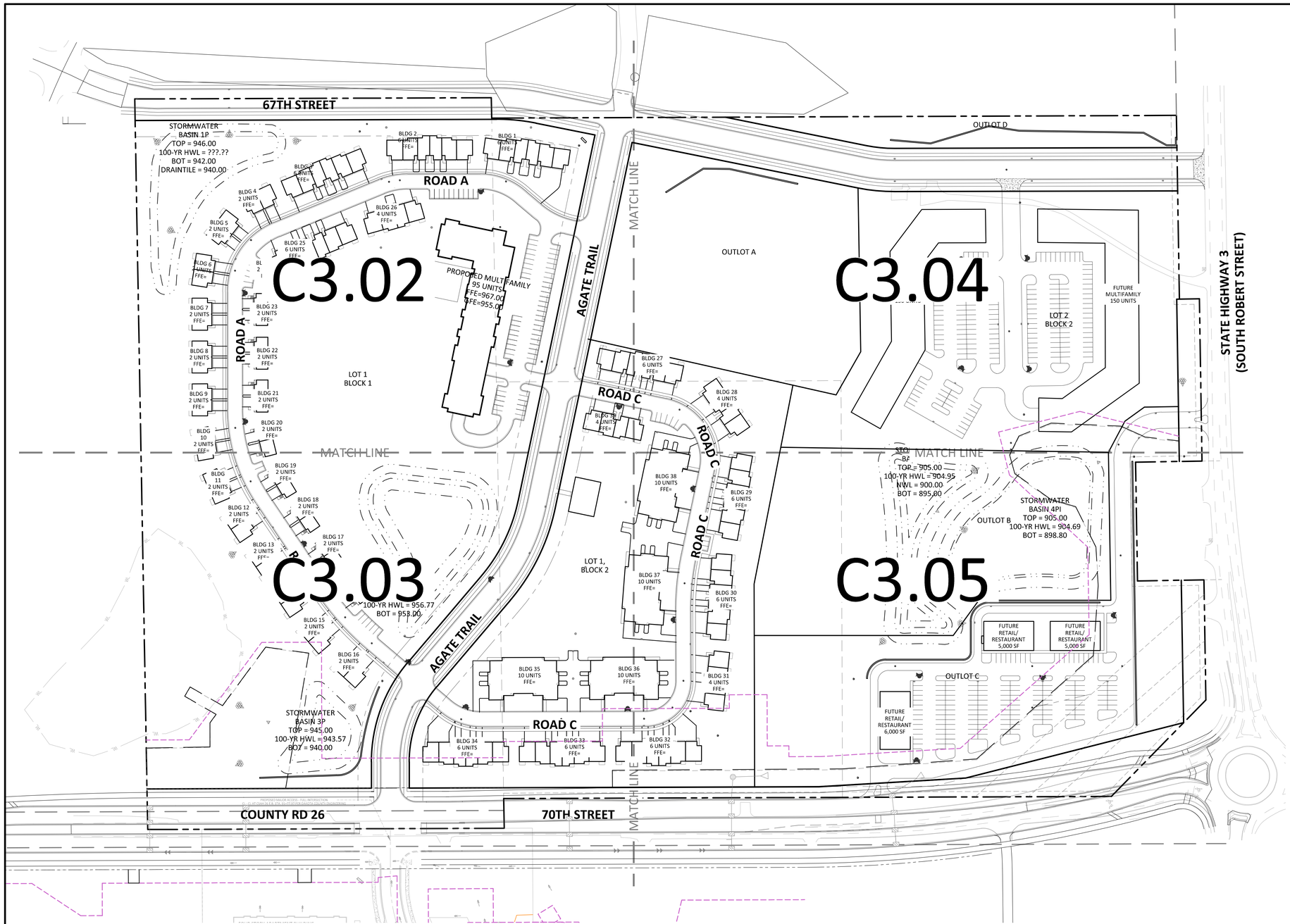
Revision History

No.	Date	By	Submittal / Revision
A	6/7/21		Preliminary PUD Submittal

Sheet Title

Sheet No. Revision

Project No. 22291.02



DEVELOPMENT SUMMARY

AREA		
GROSS SITE AREA	2,481,134 SF	56.96 AC
LOT 1, BLOCK 1	836,239 SF	19.20 AC
LOT 1, BLOCK 2	381,337 SF	8.75 AC
LOT 2, BLOCK 2	290,707 SF	6.67 AC
LESS OUTLOT A	177,780 SF	4.08 AC
LESS OUTLOT B	203,029 SF	4.66 AC
LESS OUTLOT C	245,853 SF	5.64 AC
LESS OUTLOT D	41,060 SF	0.94 AC
LESS RIGHT-OF-WAY	305,129 SF	7.02 AC
NET SITE AREA	1,508,283 SF	34.62 AC
UNIT TOTALS		
APARTMENT BUILDING		95 UNITS
DUPLEX BUILDINGS (x21)		42 UNITS
FOUR-PLEX BUILDINGS (x4)		16 UNITS
SIX-PLEX BUILDINGS (x10)		60 UNITS
TEN-PLEX BUILDINGS (x4)		40 UNITS
TOTAL		253 UNITS
PROPOSED BUILDING SETBACKS		
FRONT YARD		25 FEET
REAR YARD		25 FEET
SIDE YARD		10 FEET
ZONING		
EXISTING ZONING		A-AGRICULTURAL
PROPOSED ZONING		PUD, A-AGRICULTURAL
PARKING SUMMARY - MULTIFAMILY SITE		
PARKING REQUIRED		178 STALLS
PARKING PROVIDED		170 STALLS
PARKING SUMMARY - TOWNHOME SITES		
PARKING REQUIRED		297 STALLS
PARKING PROVIDED		485 STALLS
PARKING SUMMARY - FUTURE MULTIFAMILY SITE		
PARKING REQUIRED		563 STALLS
PARKING PROVIDED		450 STALLS
IMPERVIOUS SURFACES		
AREA (R3-C)	245,590 SF	5.64 AC
PERCENT		19.1 %
BUILDING SURFACE COVERAGE		
AREA (R3-C)	199,597 SF	4.58 AC
PERCENT		15.5 %

DEVELOPMENT NOTES

1. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL REVIEW PAVEMENT GRADIENT AND CONSTRUCT "GUTTER OUT" WHERE WATER DRAINS AWAY FROM CURB. ALL OTHER AREAS SHALL BE CONSTRUCTED AS "GUTTER IN" CURB. COORDINATE WITH GRADING CONTRACTOR.
4. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
5. ALL PARKING STALLS TO BE 9' IN WIDTH AND 18' IN LENGTH UNLESS OTHERWISE INDICATED.
6. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
7. SEE ARCHITECTURAL PLANS FOR PYLON SIGN DETAILS.
8. LIGHT STANDARD LOCATIONS ARE FOR REFERENCE ONLY, SITE LIGHTING PLAN IS DESIGN BUILD BY CONTRACTOR. CONTRACTOR SHALL CONFIRM LIGHT STANDARD LOCATION WITH LIGHTING VENDOR. OR SEE ARCHITECTURAL PLANS FOR LIGHT POLE FOUNDATION DETAIL AND FOR EXACT LOCATIONS OF LIGHT POLE.
9. REFER TO FINAL PLAT FOR LOT BOUNDARIES, LOT NUMBERS, LOT AREAS, AND LOT DIMENSIONS.
10. ALL GRADIENTS ON SIDEWALKS ALONG THE ADA ROUTE HAVE BEEN DESIGNED WITH A MAXIMUM LONGITUDINAL SLOPE OF 4.5%, AND A MAXIMUM CROSS SLOPE OF 1.5%. THIS IS LESS THAN THE ADA CODE MAXIMUM LONGITUDINAL SLOPE OF 5% (1:20), EXCEPT AT CURB RAMPS (1:12), AND A MAXIMUM CROSS SLOPE OF 2.00% (1:50). THE MAXIMUM DESIGN SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE IS 1.5%, LESS THAN THE ADA CODE MAXIMUM SLOPE IN ANY DIRECTION ON AN ADA PARKING STALL OR ACCESS AISLE OF 2.00% (1:50). THE CONTRACTOR SHALL REVIEW AND VERIFY THE GRADIENT IN THE FIELD ALONG THE ADA ROUTES PRIOR TO PLACING CONCRETE OR BITUMINOUS PAVEMENT. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF THERE IS A DISCREPANCY BETWEEN THE GRADIENT IN THE FIELD VERSUS THE DESIGN GRADIENT AND COORDINATE WITH GRADING CONTRACTOR.
11. "NO PARKING" SIGNS SHALL BE PLACED ALONG ALL DRIVEWAYS AS REQUIRED BY CITY.
12. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.

CIVIL 3D MODEL LIMITATIONS

SAMBATEK'S DELIVERABLE AND GOVERNING DOCUMENTS FOR CONSTRUCTION SHALL BE A HARD COPY AND/OR PDF PLAN SHEETS. IF A CIVIL 3D MODEL IS GENERATED IN THE PROCESS OF PREPARING THE PLAN SHEETS, IT IS AS A DESIGN TOOL ONLY AND NOT AS A SEPARATE DELIVERABLE. AT THE OWNER'S REQUEST, WE WILL RELEASE OUR CIVIL 3D MODEL FOR THE CONTRACTOR'S USE. HOWEVER, ITS USE IS AT THE CONTRACTOR'S RISK AND SHALL NOT BE USED FOR STAKING OF CURB, SIDEWALK, OR OTHER HARD SURFACE IMPROVEMENTS. IF A CIVIL 3D MODEL FOR STAKING HARD SURFACE IMPROVEMENTS IS REQUIRED, WE CAN PROVIDE A SUPPLEMENTAL AGREEMENT FOR REFINEMENT AND PREPARATION OF THE CIVIL 3D MODEL.

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

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

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

NORTH

0 80 160

SCALE IN FEET

Sambatek
www.sambatek.com
12800 Whitewater Drive, Suite 300
Minnetonka, MN 55343
763.476.6010 telephone
Engineering | Surveying | Planning | Environmental

Client

COLLAGE ARCHITECTS

708 NE 15TH AVE
MINNEAPOLIS, MN 55413

Project

AGATE TRAIL APARTMENTS

Location

INVER GROVE HEIGHTS, MN

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

George D. Abernathy
Registration No. 43505 Date: 06/07/2021

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

Summary

Designed: GDA Drawn: JGP
Approved: JMM Book / Page:
Phase: PRELIMINARY Initial Issued: 06/07/2021

Revision History

No.	Date	By	Submittal / Revision
	06/07/21		Preliminary PUD Submittal
	09/03/21		Preliminary PUD Resubmittal
	09/24/21		Preliminary PUD Comment Response

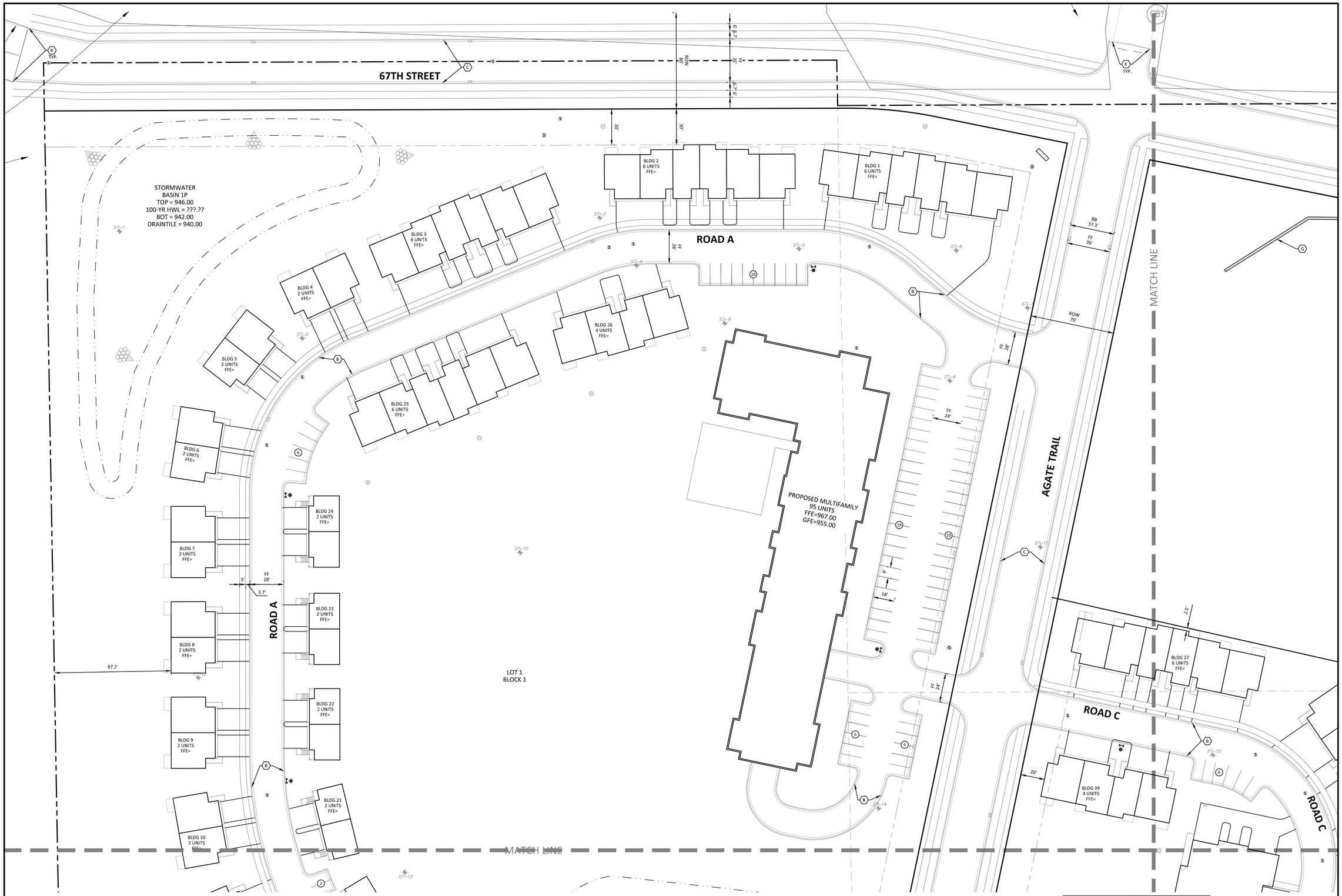
Sheet Title

OVERALL SITE PLAN

Sheet No. Revision

C3.01

Project No. 22291.02



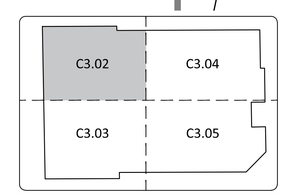
LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
SAWCUT LINE		
SIGN		
PIPE BOLLARD		
NUMBER OF PARKING STALLS PER ROW	XX	
KEY NOTE	XX	

STANDARD DUTY ASPHALT PAVING	
HEAVY DUTY ASPHALT PAVING	
CONCRETE PAVING	
CONCRETE SIDEWALK	
PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)	

KEY NOTES

A. BUILDING, STOOPS, STAIRS (SEE ARCHITECTURAL PLANS)
B. SURMOUNTABLE CONCRETE CURB AND GUTTER
C. B-618 6CONCRETE CURB AND GUTTER
D. CONCRETE APRON
E. FLAT CURB SECTION
F. CONCRETE SIDEWALK
G. RETAINING WALL
H. ACCESSIBLE RAMP
I. ACCESSIBLE STALL STRIPING
J. ACCESSIBLE PARKING SIGN
K. MEET AND MATCH EXISTING



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NORTH

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Sep 24, 2021 - 2:30pm - User:JPistorius L:\PROJECTS\22291.02\CAD\Civil\Sheets\22291.02-C3-SITE.dwg

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Client
COLLAGE ARCHITECTS

708 NE 15TH AVE
MINNEAPOLIS, MN 55413

Project
AGATE TRAIL APARTMENTS

Location
INVER GROVE HEIGHTS, MN

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Registration No. 43505 Date: 06/07/2021

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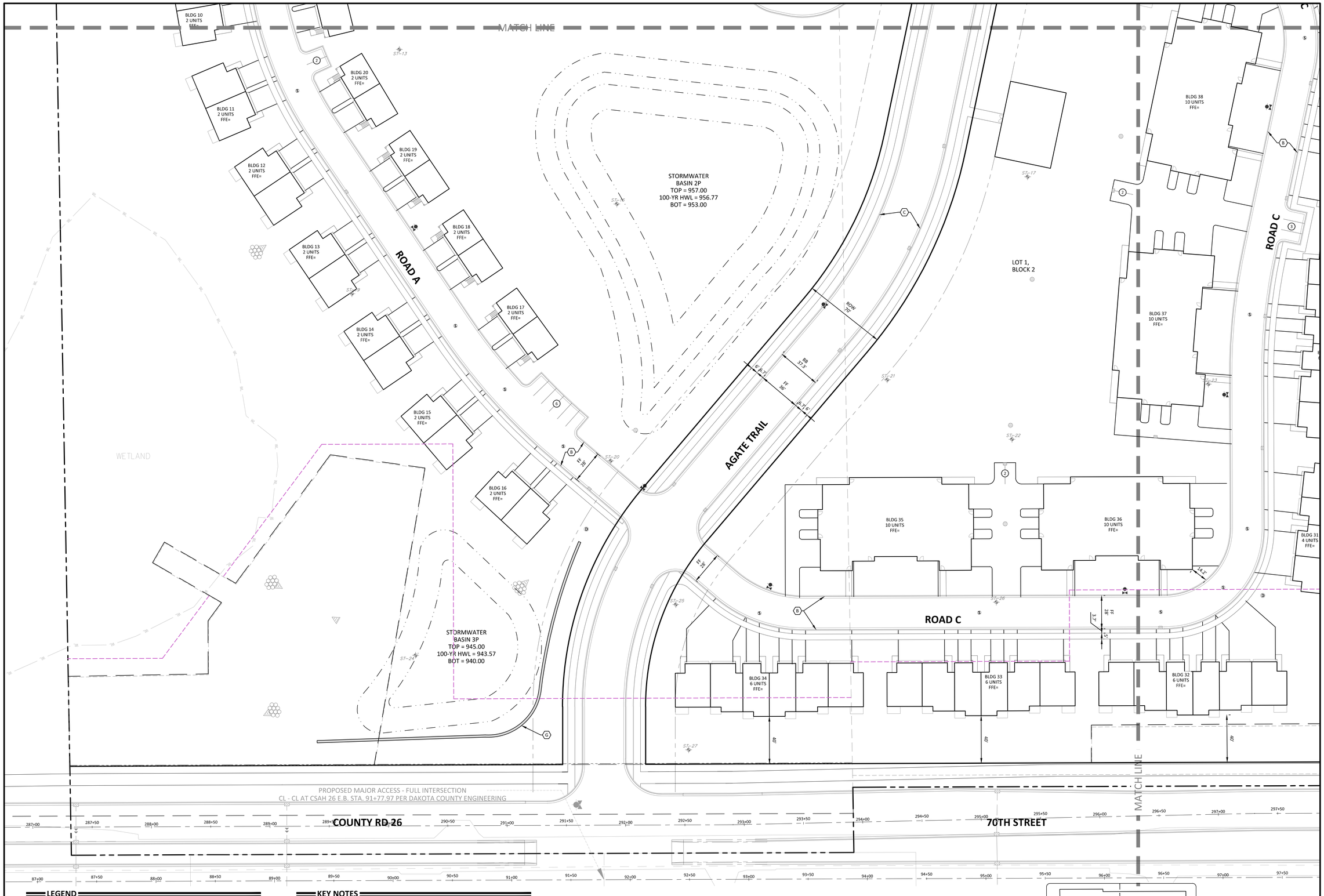
Revision History

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	06/07/21		Preliminary PUD Submittal
	09/03/21		Preliminary PUD Resubmittal
	09/24/21		Preliminary PUD Comment Response

Sheet Title
SITE PLAN - NW

Sheet No. Revision
C3.02

Project No. 22291.02



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
SAWCUT LINE		
SIGN		
PIPE BOLLARD		
NUMBER OF PARKING STALLS PER ROW	XX	
KEY NOTE	XX	

- STANDARD DUTY ASPHALT PAVING
- HEAVY DUTY ASPHALT PAVING
- CONCRETE PAVING
- CONCRETE SIDEWALK
- PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)

KEY NOTES

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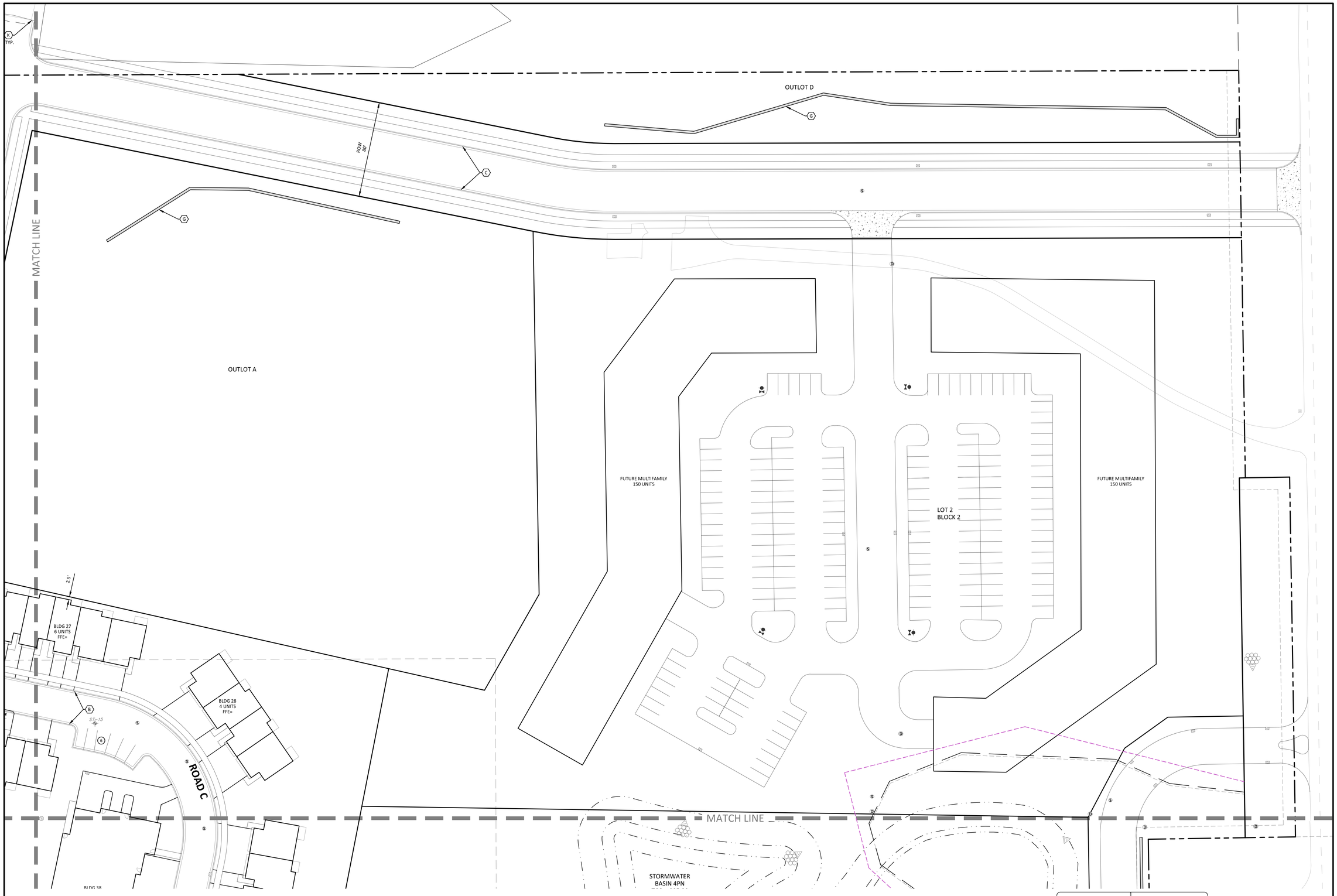
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SITE PLAN - SW

Sheet No. Revision
C3.03

Project No. 22291.02



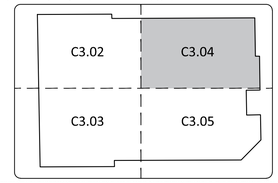
LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
SAWCUT LINE		
SIGN		
PIPE BOLLARD		
NUMBER OF PARKING STALLS PER ROW	XX	
KEY NOTE	XX	

STANDARD DUTY ASPHALT PAVING	
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CONCRETE PAVING	
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Sheet Title
SITE PLAN - NE

Sheet No. Revision
C3.04

Project No. 22291.02

MATCH LINE

BLDG 38
10 UNITS
FFE=

BLDG 29
6 UNITS
FFE=

BLDG 37
10 UNITS
FFE=

BLDG 30
6 UNITS
FFE=

BLDG 36
UNITS
FFE=

BLDG 31
4 UNITS
FFE=

BLDG 32
6 UNITS
FFE=

ROAD C

39.4'

37.7'

14.2'

40'

ST-18

ST-21

ST-28

STORMWATER
BASIN 4PN
TOP = 905.00
100-YR HWL = 904.95
NWL = 900.00
BOT = 895.00

OUTLOT B

STORMWATER
BASIN 4PI
TOP = 905.00
100-YR HWL = 904.69
BOT = 898.80

FUTURE RETAIL/ RESTAURANT
5,000 SF

FUTURE RETAIL/ RESTAURANT
5,000 SF

OUTLOT C

FUTURE RETAIL/ RESTAURANT
6,000 SF

MATCH LINE

296+50 297+00 297+50 298+00 298+50 299+00 299+50 300+00 300+50 301+00 301+50 302+00 302+50 303+00 303+50 304+00 304+50 305+00 305+50 306+00 306+50 307+00

96+50 97+00 97+50 98+00 98+50 99+00 99+50 100+00 100+50 101+00 101+50 102+00 102+50 103+00 103+50 104+00 104+50 105+00 105+50 106+00 106+50 107+00

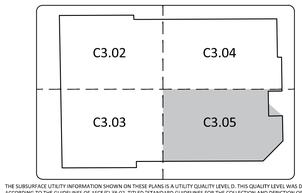
LEGEND

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PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
SAWCUT LINE		
SIGN		
PIPE BOLLARD		
NUMBER OF PARKING STALLS PER ROW	XX	
KEY NOTE	XX	

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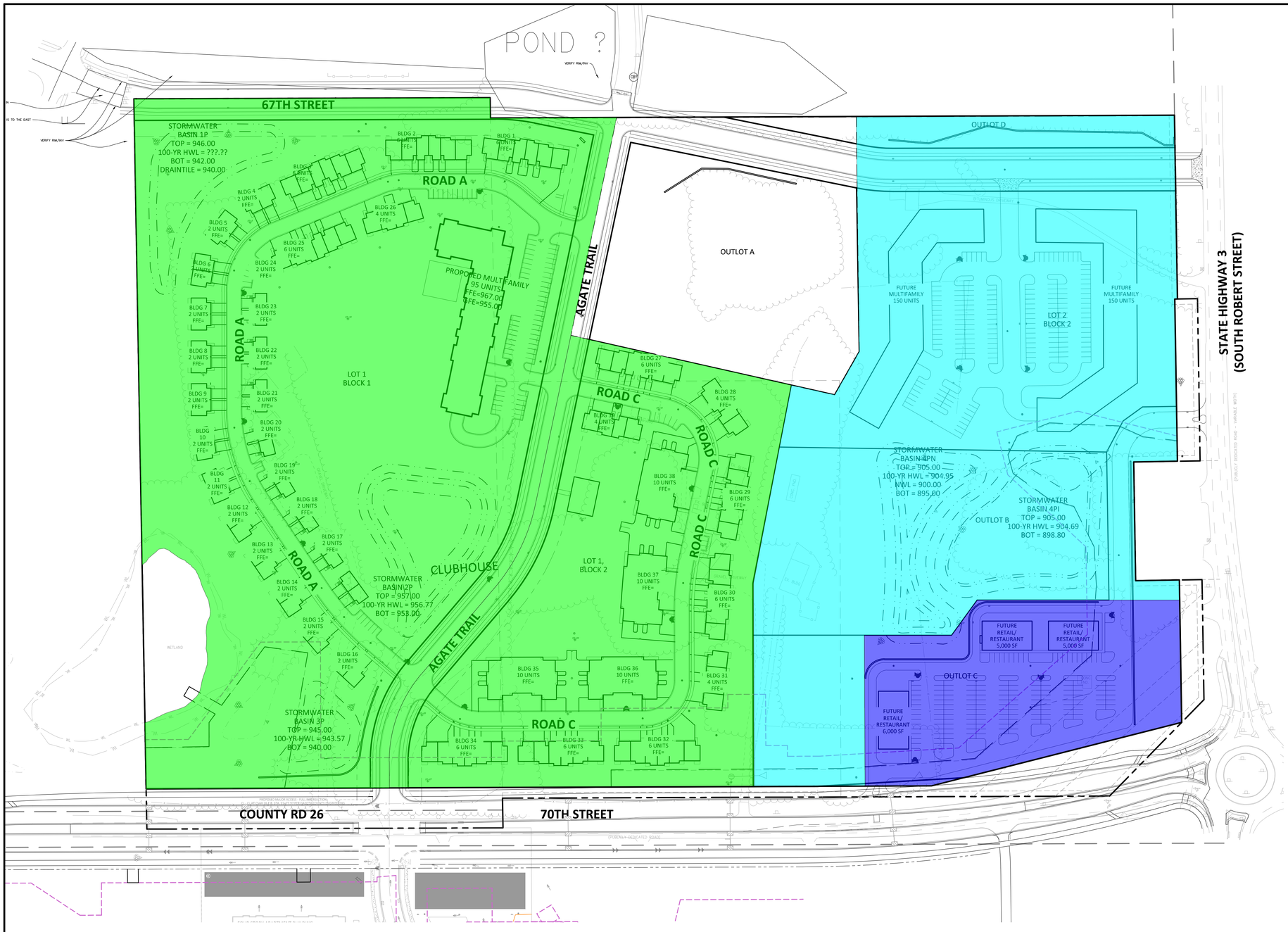
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Sheet Title
SITE PLAN - SE

Sheet No. Revision
C3.05

Project No. 22291.02



LEGEND

PROPERTY LIMIT
CURB & GUTTER
EASEMENT
BUILDING

RESIDENTIAL DEVELOPMENT SUMMARY

	MULTI-FAMILY (R-3C)	MULTI-FAMILY (R-3C)
COMP. PLAN DESIGNATION	MDR	HDR
AREA	29.48 AC	15.14 AC
MIN. LOT AREA	2,000 SF	12,000 SF
DENSITY RANGE (2040 LAND USE)	8-12 UNITS/AC	12-35 UNITS/AC
UNITS	253	300
PROPOSED DENSITY	8.6 UNITS/AC	19.82 UNITS/AC
MINIMUM DENSITY (NW AREA OVERLAY)	8 UNITS/AC	12 UNITS/AC

COMMERCIAL DEVELOPMENT SUMMARY

		LOT AREA	BUILDING AREA	MINIMUM FAR	PROPOSED FAR
COMMERCIAL RETAIL (B-3)	MU	3.73 AC	16,000 SF	0.25	0.10

NORTH
0 80 160
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Sheet Title
DEVELOPMENT CAPACITY PLAN

Sheet No. Revision
C3.06

Project No. 22291.02



LEGEND

- PROPERTY LIMIT
- CURB & GUTTER
- EASEMENT
- BUILDING
- EXISTING WETLAND
- LIMITS OF DISTURBANCE
- EXISTING TREELINE
- UPLAND RESOURCE MANAGEMENT CAT. 3
- OPEN SPACE
- UNDISTURBED OPEN SPACE
- PARK DEDICATION
- WETLANDS
- PROPOSED STORMWATER

DEVELOPMENT SUMMARY

AREA		
GROSS SITE AREA	2,481,134 SF	56.96 AC
LESS WETLANDS	59,524 SF	1.37 AC
LESS R-O-W	174,305 SF	4.00 AC
LESS PARK	177,725 SF	4.08 AC
NET SITE AREA	2,155,023 SF	47.51 AC

OPEN SPACE SUMMARY	REQUIRED	PROPOSED
OPEN SPACE (20% NET DEVELOPABLE)	9.89 AC	18.72 AC
UNDISTURBED SPACE (50% OPEN SPACE)	4.95 AC	5.09 AC
CONTIGUOUS OPEN SPACE (75%, 100' MIN)	7.42 AC	12.52 AC

NORTH

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Sheet Title

NATURAL & OPEN SPACE PLAN

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C3.07

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GRADING NOTES

INFILTRATION BASIN CONSTRUCTION NOTES

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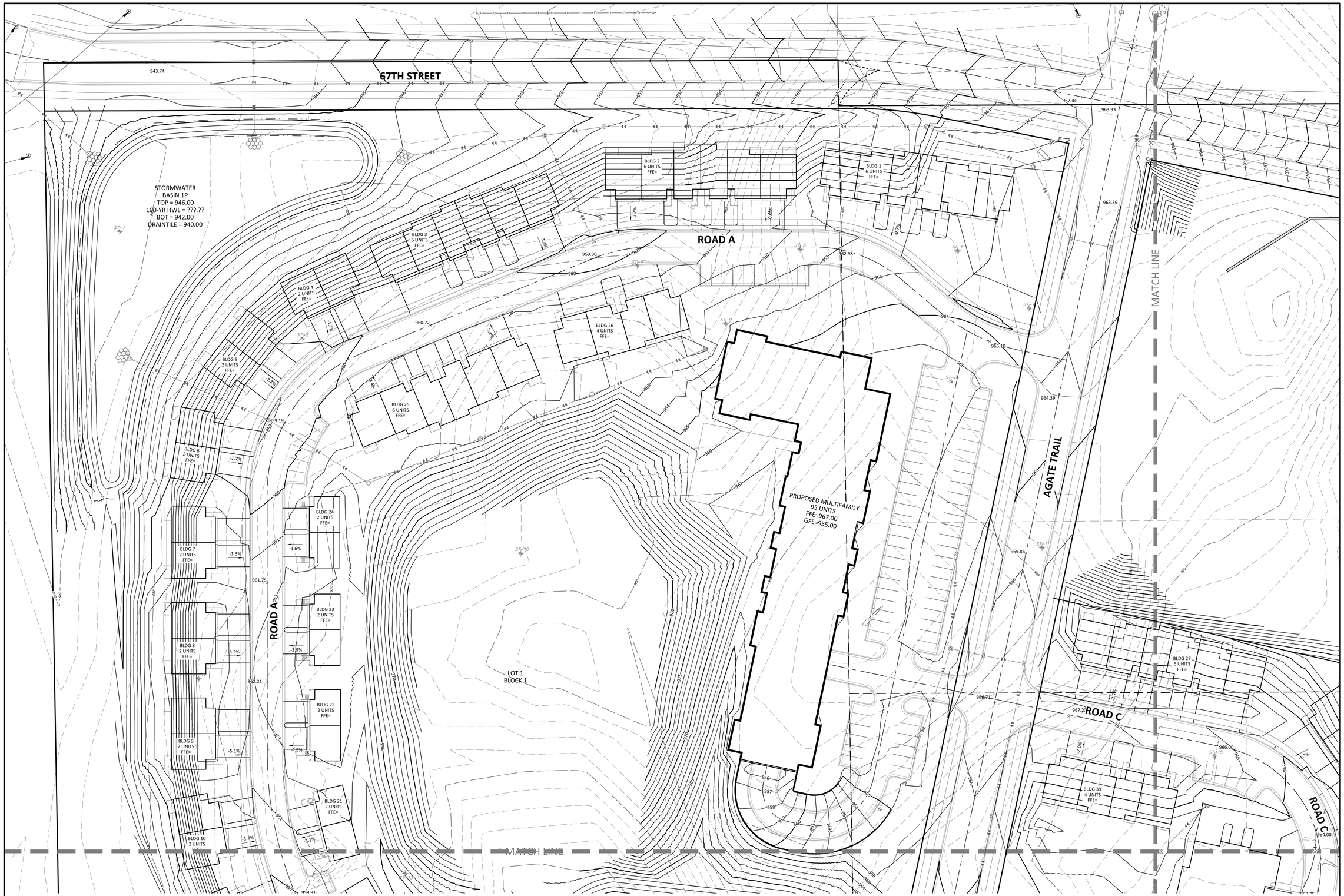
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OVERALL GRADING PLAN

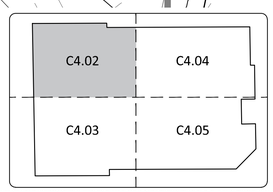
Sheet No. Revision
C4.01

Project No. 22291.02



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
STORM SEWER		
DRAINTILE		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
SPOT ELEVATION	902.5	902.5
CONTOUR	902	902
RIP RAP		
OVERFLOW ELEV.	EOF 902.5	
SOIL BORINGS		ST-5 902.5



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Summary

Designed: GDA Drawn: JGP
Approved: JMM Book / Page:
Phase: PRELIMINARY Initial Issued: 06/07/2021

Revision History

No.	Date	By	Submittal / Revision
	06/07/21		Preliminary PUD Submittal
	09/03/21		Preliminary PUD Resubmittal
	09/24/21		Preliminary PUD Comment Response

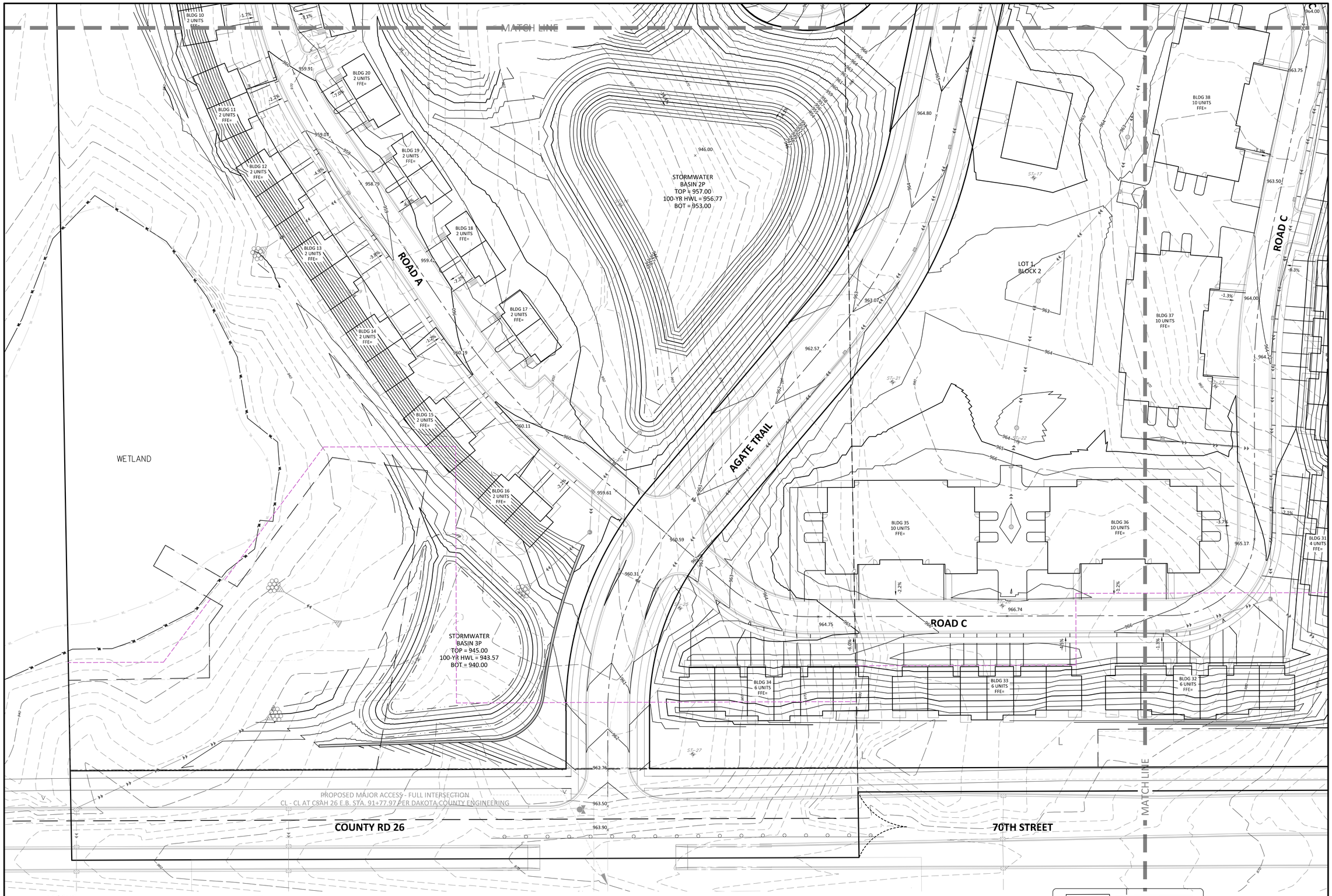
Sheet Title

GRADING PLAN - NW

Sheet No. Revision

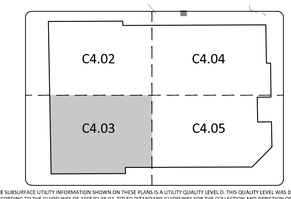
C4.02

Project No. 22291.02



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
STORM SEWER		
DRAINTILE		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
SPOT ELEVATION	902.5	902.5
CONTOUR	902	902
RIP RAP		
OVERFLOW ELEV.	EOF 902.5	
SOIL BORINGS		ST-1 902.5



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NORTH

0 30 60
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Client
COLLAGE ARCHITECTS

708 NE 15TH AVE
MINNEAPOLIS, MN 55413

Project
AGATE TRAIL APARTMENTS

Location
INVER GROVE HEIGHTS, MN

Certification

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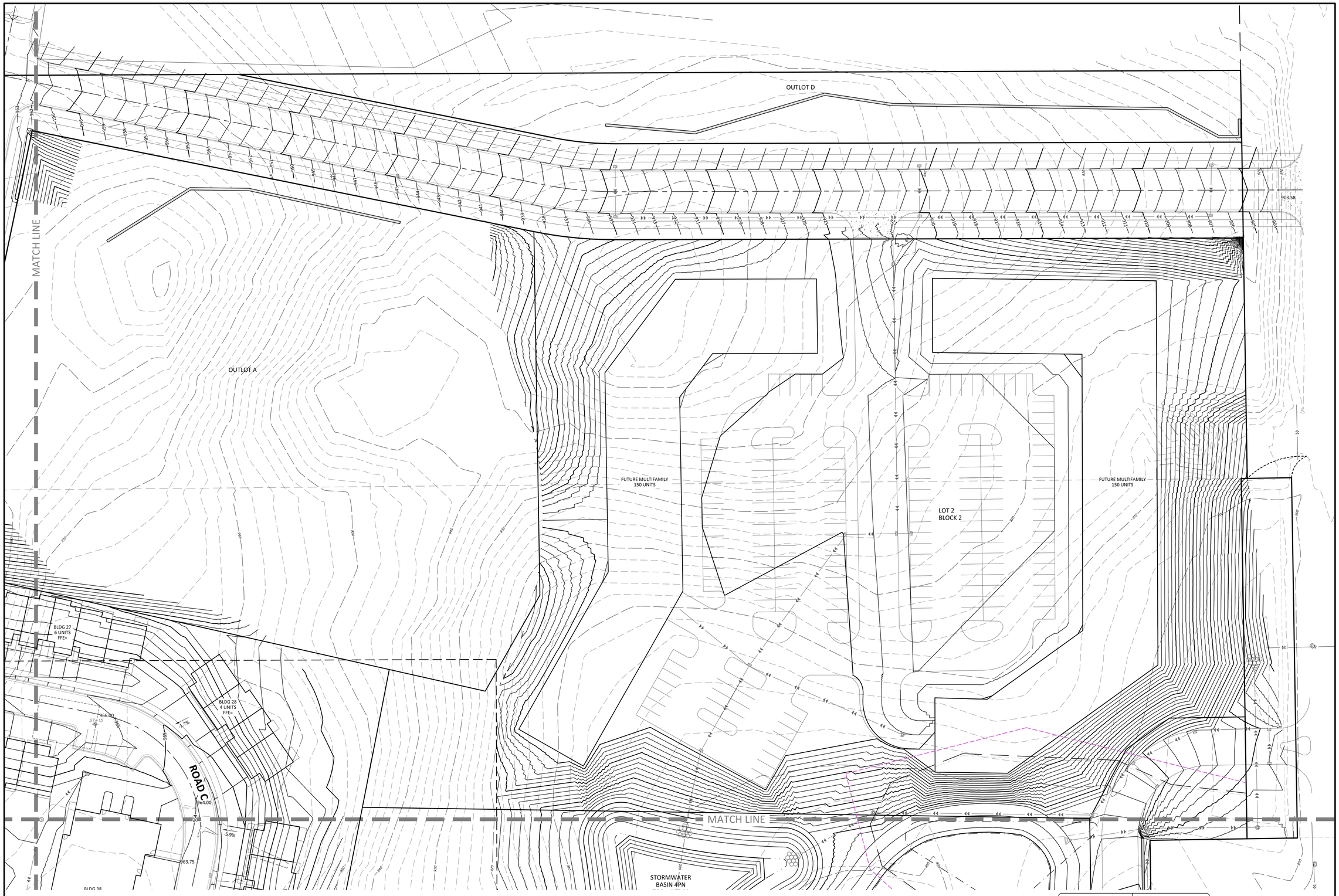
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GRADING PLAN - SW

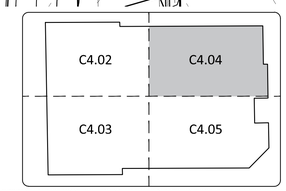
Sheet No. Revision
C4.03

Project No. 22291.02



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
STORM SEWER		
DRAINTILE		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
SPOT ELEVATION	902.5	902.5
CONTOUR	902	902
RIP RAP		
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SOIL BORINGS		



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Sheet Title

GRADING PLAN - NE

Sheet No. Revision

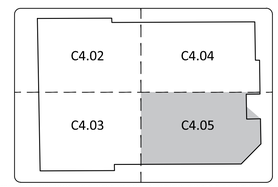
C4.04

Project No. 22291.02



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
STORM SEWER		
DRAINTILE		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
SPOT ELEVATION	902.5	902.5
CONTOUR	902	902
RIP RAP		
OVERFLOW ELEV.	EOF 902.5	
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Project

AGATE TRAIL APARTMENTS

Location

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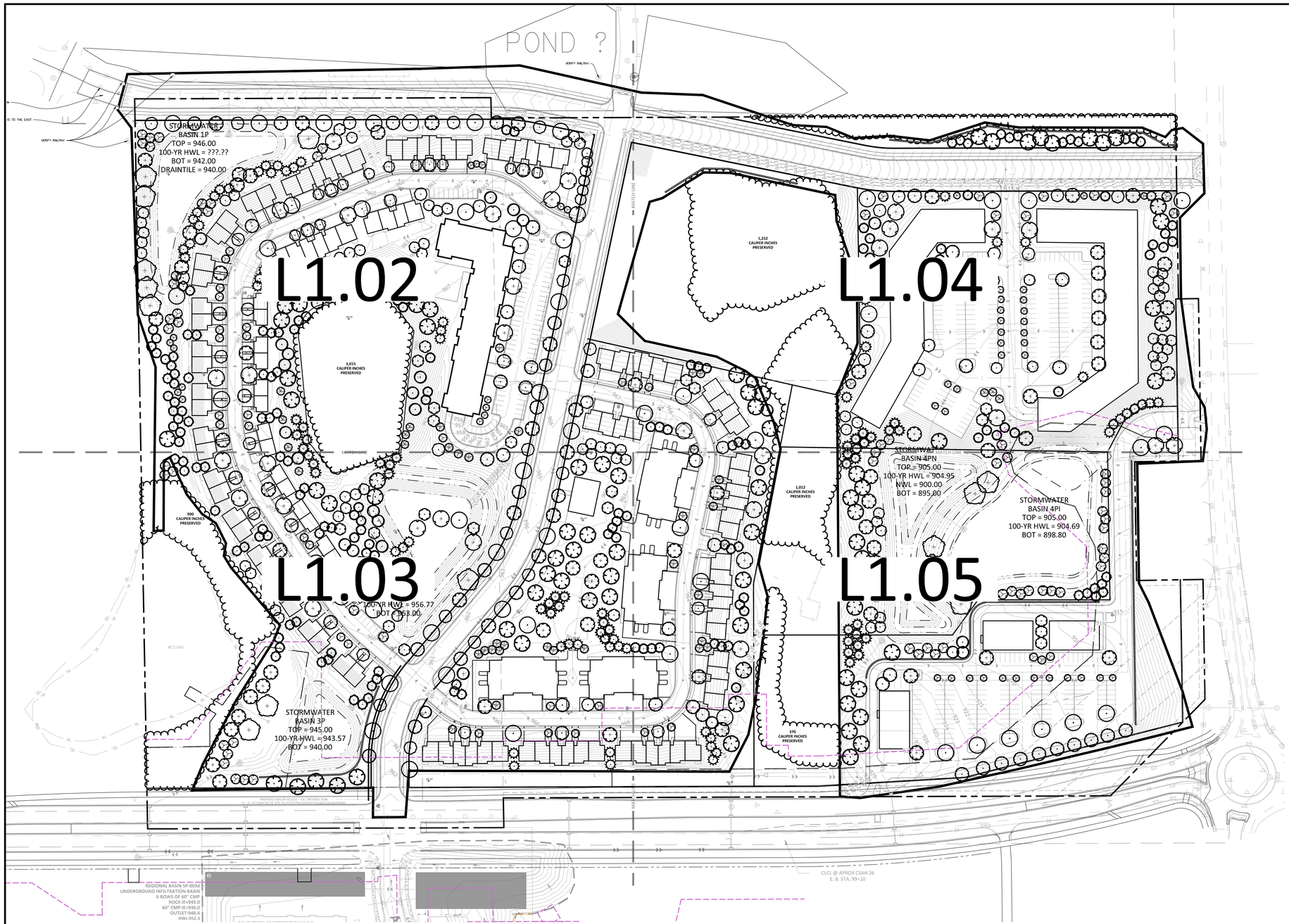
Sheet Title

GRADING PLAN - SE

Sheet No. Revision

C4.05

Project No. 22291.02



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
LANDSCAPE EDING		
STORM SEWER	D	
SANITARY SEWER	S	
FORCEMAIN (SAN.)	LS FM S	
WATERMAIN		
YARDDRAIN		
LIMITS OF DISTURBANCE		
TREE PROTECTION FENCE	TP	
SIGN		
PIPE BOLLARD		
RIPRAP		

STANDARD DUTY ASPHALT PAVING

CONCRETE PAVING

CONCRETE SIDEWALK

INVER GROVE HEIGHTS LANDSCAPE CODE

CALCULATIONS	REQUIRED	PROPOSED
ONE OVERSTORY TREE PER DWELLING UNIT	548	575
CONIFEROUS TREE	-	269
ORNAMENTAL TREE	-	120
SHRUB	tbd	tbd
REFORESTATION (SEE L0.01)	3,197	2,785

Chapter 15 - 10-15-11 - LANDSCAPING
(B)Multi-family residential site shall contain, at a minimum, one tree per dwelling unit.
(2) An equivalent of up to fifty percent (50%) of the required number of overstory trees may be created through the use of overstory trees in combination with other landscape design elements at a ratio of six (6) shrubs to one overstory tree and/or two (2) ornamental trees to one overstory tree. In no case shall the number of overstory trees be less than fifty percent (50%) of the appropriate formula.

TREE SCHEDULE

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	SG	Acer freemanii `Sienna Glen` / Sienna Glen Maple	B & B	3"Cal.		54
	ARF	Acer rubrum 'Franksred' TM / Red Sunset Maple	B & B	3"Cal.		32
	BE	Aesculus x arnoldiana `Autumn Splendor` / Autumn Splendor Buckeye	B & B	3"Cal.		30
	RB	Betula nigra `Cully` TM / Heritage Birch	B & B	3"Cal.		72
	HL	Gleditsia triacanthos `Skyline` / Skyline Honey Locust	B & B	3"Cal.		63
	KC	Gymnocladus dioica `Espresso` / Kentucky Coffeetree	B & B	3"Cal.		27
	QA	Populus tremuloides / Quaking Aspen	B & B	3"Cal.		86
	SO	Quercus bicolor / Swamp White Oak	B & B	3"Cal.		73
	RO	Quercus rubra / Red Oak	B & B	3"Cal.		78
	SAN	Salix alba 'Niobe' / Niobe Weeping Willow	B & B	3"Cal.		14
	PE	Ulmus americana `Princeton` / American Elm	B & B	3"Cal.		46
CONIFERS	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	NS	Picea abies / Norway Spruce	B & B		7'	86
	BS	Picea glauca densata / Black Hills Spruce	B & B		7'	56
	WP	Pinus strobus / White Pine	B & B		7'	83
	SP	Pinus sylvestris / Scotch Pine	B & B		7'	44
ORN. TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	SIZE	QTY
	SB	Amelanchier canadensis `Autumn Brilliance` / Autumn Brilliance Serviceberry	B & B	2"Cal		49
	HT	Crataegus crus-galli `Inermis` / Thornless Hawthorn	B & B	2.5"Cal		26
	PF	Malus x `Prairifire` / Prairifire Crab Apple	B & B	2"Cal		10
	IL	Syringa reticulata `Ivory Silk` / Ivory Silk Japanese Tree Lilac	B & B	2"Cal		35

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Project
AGATE TRAIL APARTMENTS

Location
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Registration No. 12345 Date: MM/DD/2021

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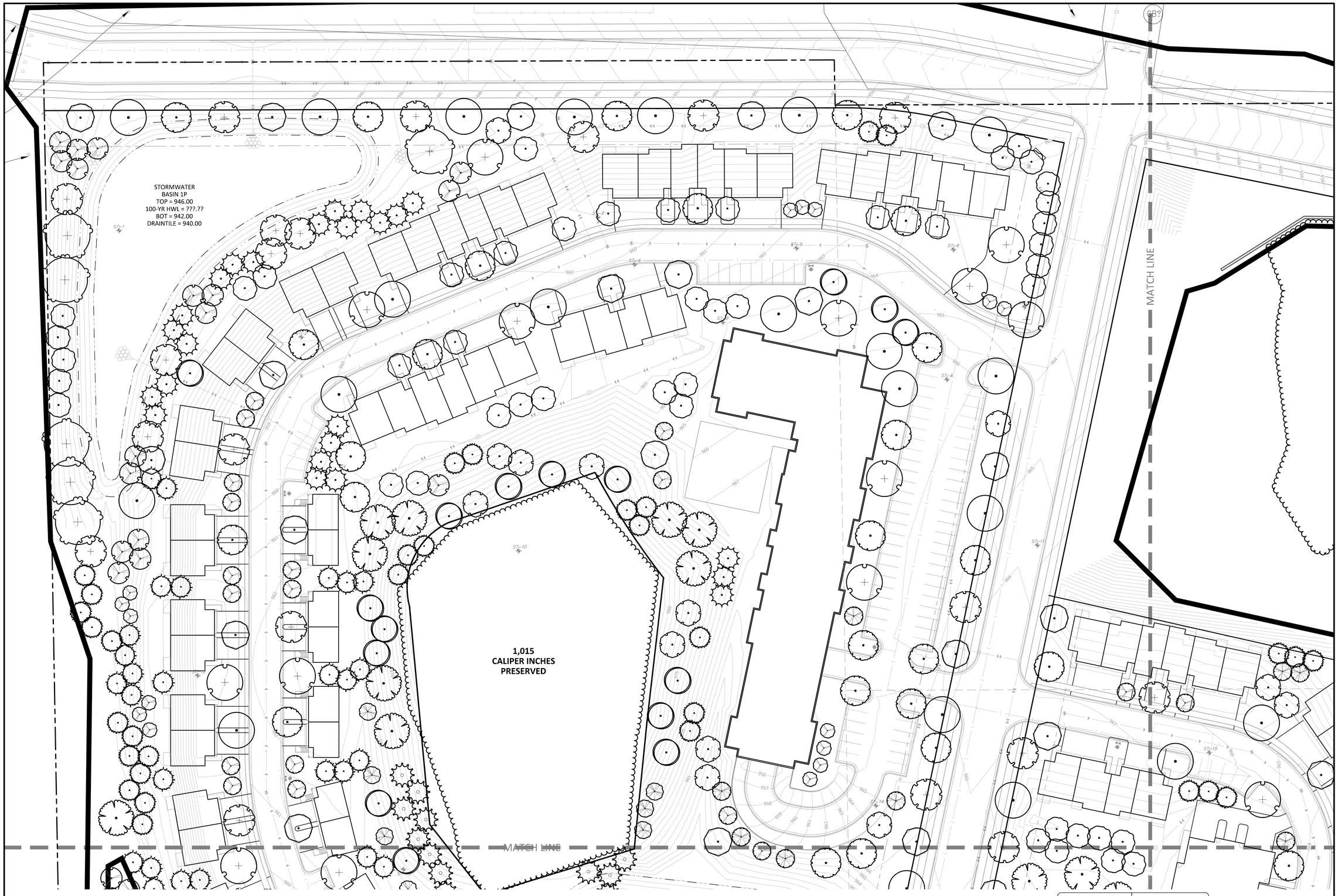
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	09/24/21		Preliminary PUD Comment Response

Sheet Title
OVERALL LANDSCAPE PLAN

Sheet No. Revision
L1.01

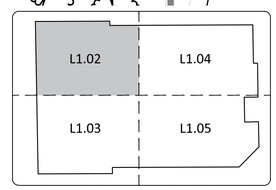
Project No. 22291.02



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		WL
TREELINE		
SAWCUT LINE		
SIGN		
PIPE BOLLARD		
NUMBER OF PARKING STALLS PER ROW	XX	
KEY NOTE	XX	

- STANDARD DUTY ASPHALT PAVING
- HEAVY DUTY ASPHALT PAVING
- CONCRETE PAVING
- CONCRETE SIDEWALK
- PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)



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Sheet Title
LANDSCAPE PLAN - NW

Sheet No. Revision
L1.02

Project No. 22291.02

MATCH LINE

990
CALIPER INCHES
PRESERVED

WETLAND

STORMWATER
BASIN 2P
TOP = 957.00
100-YR HWL = 956.77
BOT = 953.00

STORMWATER
BASIN 3P
TOP = 945.00
100-YR HWL = 943.57
BOT = 940.00

PROPOSED MAJOR ACCESS - FULL INTERSECTION
CL - CL AT CSAH 26 E.B. STA. 91+77.97 PER DAKOTA COUNTY ENGINEERING

MATCH LINE

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
SAWCUT LINE		
SIGN		
PIPE BOLLARD		
NUMBER OF PARKING STALLS PER ROW	XX	
KEY NOTE	XX	

STANDARD DUTY ASPHALT PAVING
HEAVY DUTY ASPHALT PAVING
CONCRETE PAVING
CONCRETE SIDEWALK
PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)

L1.02	L1.04
L1.03	L1.05

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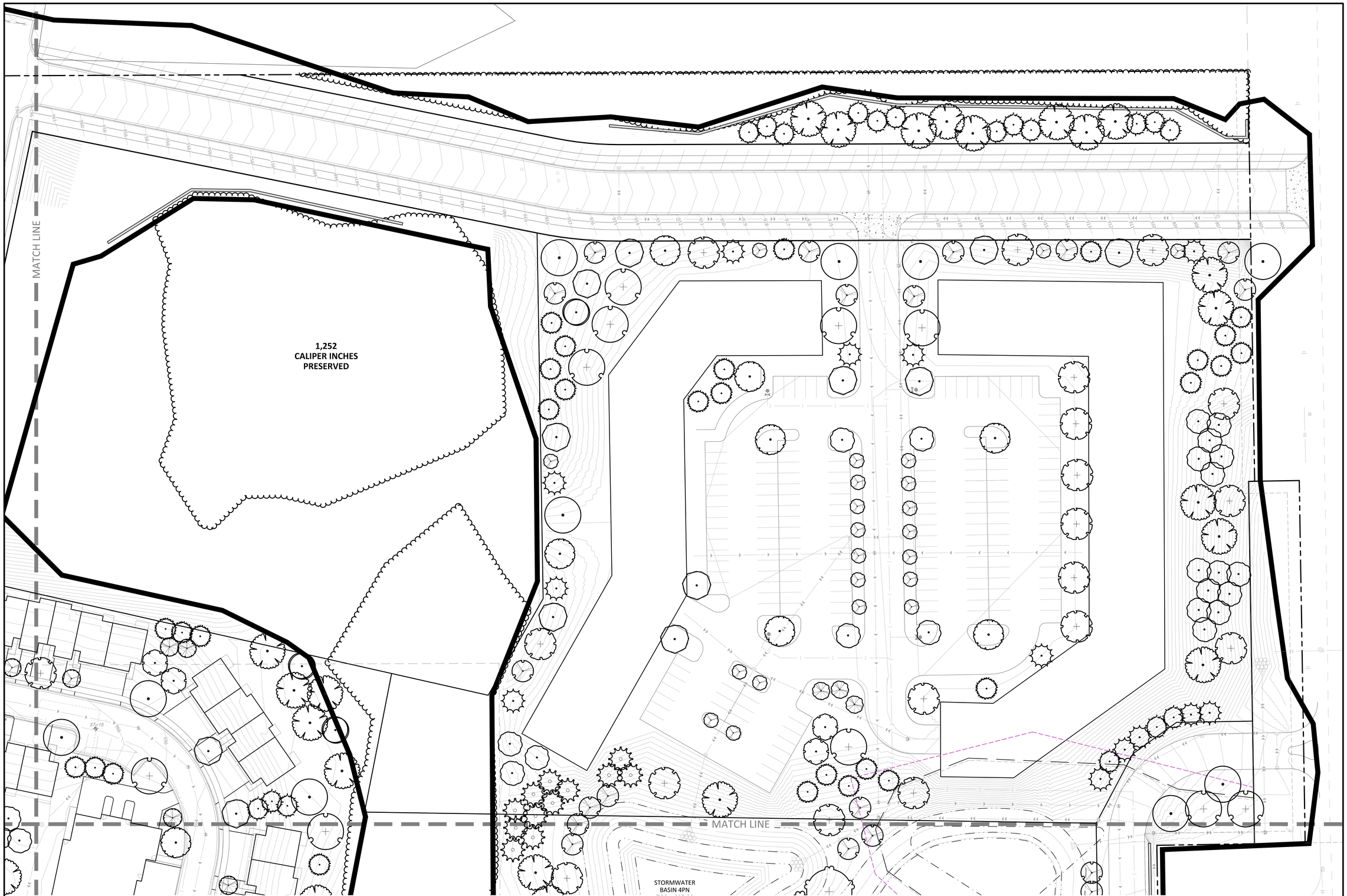
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Sheet Title
LANDSCAPE PLAN - SW

Sheet No. Revision
L1.03

Project No. 22291.02



LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
SAWCUT LINE		
SIGN		
PIPE BOLLARD		
NUMBER OF PARKING STALLS PER ROW	XX	
KEY NOTE	XX	

STANDARD DUTY ASPHALT PAVING

HEAVY DUTY ASPHALT PAVING

CONCRETE PAVING

CONCRETE SIDEWALK

PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)



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

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

NORTH

0 30 60

SCALE IN FEET

Sambatek
www.sambatek.com
12800 Whitewater Drive, Suite 300
Minnetonka, MN 55343
763.476.6010 telephone
Engineering | Surveying | Planning | Environmental

Client

COLLAGE ARCHITECTS

708 NE 15TH AVE
MINNEAPOLIS, MN 55413

Project

AGATE TRAIL APARTMENTS

Location

INVER GROVE HEIGHTS, MN

Certification

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 LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

John Workman
Registration No. 12345 Date: MM/DD/2021

This certification is not valid unless wet signed in blue ink. If applicable, contact us for a wet signed copy of this survey which is available upon request at Sambatek, Minnetonka, MN office.

Summary

Designed: GDA Drawn: JGP
Approved: JMM Book / Page:
Phase: PREELIMINARY Initial Issued: 06/07/2021

Revision History

No.	Date	By	Submittal / Revision
	06/07/21		Preliminary PUD Submittal
	09/03/21		Preliminary PUD Resubmittal
	09/24/21		Preliminary PUD Comment Response

Sheet Title

LANDSCAPE PLAN - NE

Sheet No. Revision

L1.04

Project No. 22291.02

MATCH LINE

1,012
CALIPER INCHES
PRESERVED

370
CALIPER INCHES
PRESERVED

STORMWATER
BASIN 4PN
TOP = 905.00
100-YR HWL = 904.95
NWL = 900.00
BOT = 895.00

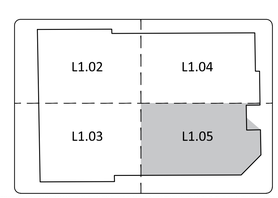
STORMWATER
BASIN 4PI
TOP = 905.00
100-YR HWL = 904.69
BOT = 898.80

MATCH LINE

LEGEND

	PROPOSED	EXISTING
PROPERTY LIMIT		
CURB & GUTTER		
EASEMENT		
BUILDING		
RETAINING WALL		
WETLAND LIMITS		
TREELINE		
SAWCUT LINE		
SIGN		
PIPE BOLLARD		
NUMBER OF PARKING STALLS PER ROW	XX	
KEY NOTE	XX	

STANDARD DUTY ASPHALT PAVING
HEAVY DUTY ASPHALT PAVING
CONCRETE PAVING
CONCRETE SIDEWALK
PAVEMENT BY OTHERS (SEE ARCHITECTURAL PLANS)



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NORTH

0 30 60
SCALE IN FEET

Sep 24, 2021 - 2:38pm - User:JPistorius L:\PROJECTS\22291.02\CAD\Civil\Sheets\22291.02-L1-LSCP.dwg

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Project
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Location
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	06/07/21		Preliminary PUD Submittal
	09/03/21		Preliminary PUD Resubmittal
	09/24/21		Preliminary PUD Comment Response

Sheet Title
LANDSCAPE PLAN - SE

Sheet No. Revision
L1.05

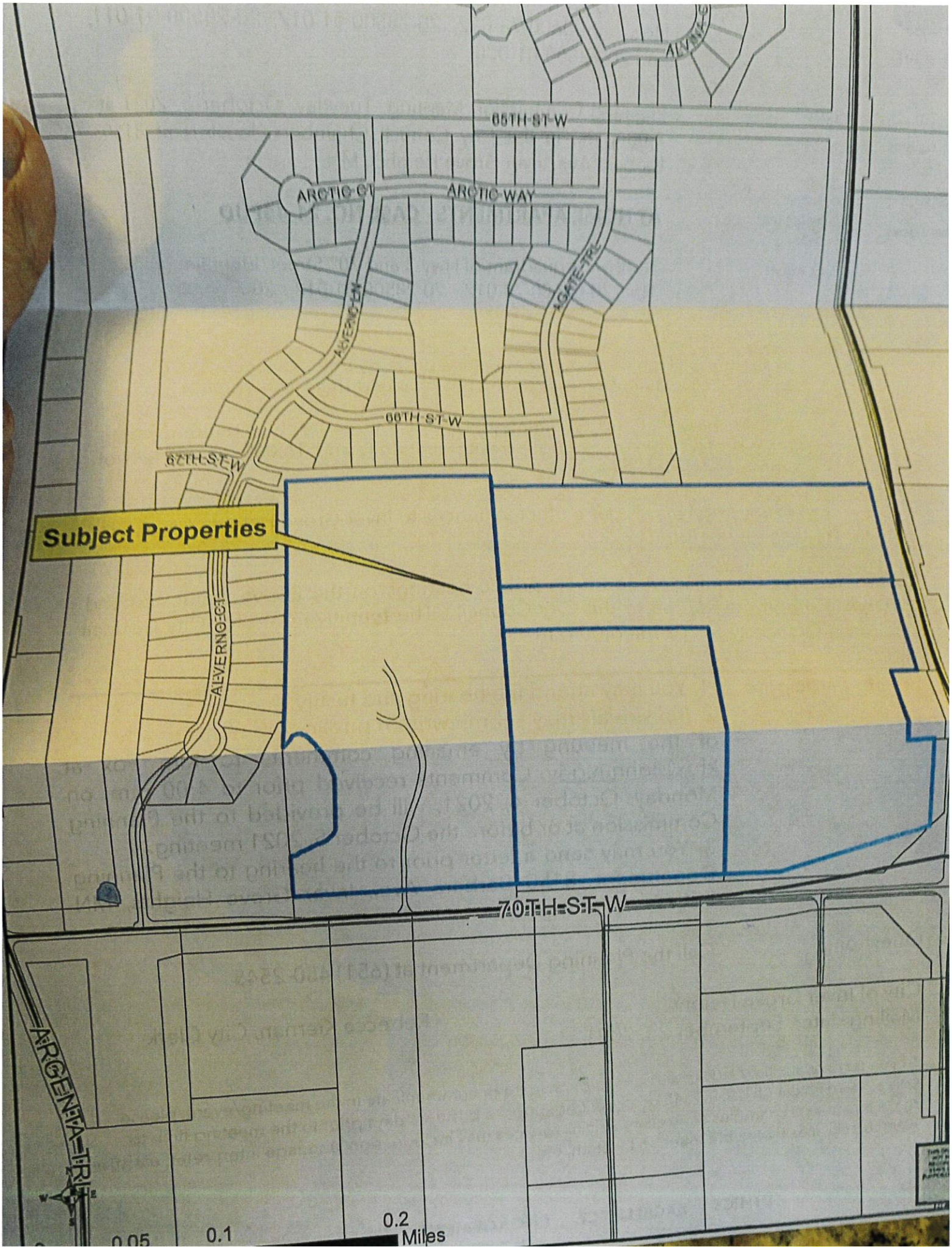
Project No. 22291.02

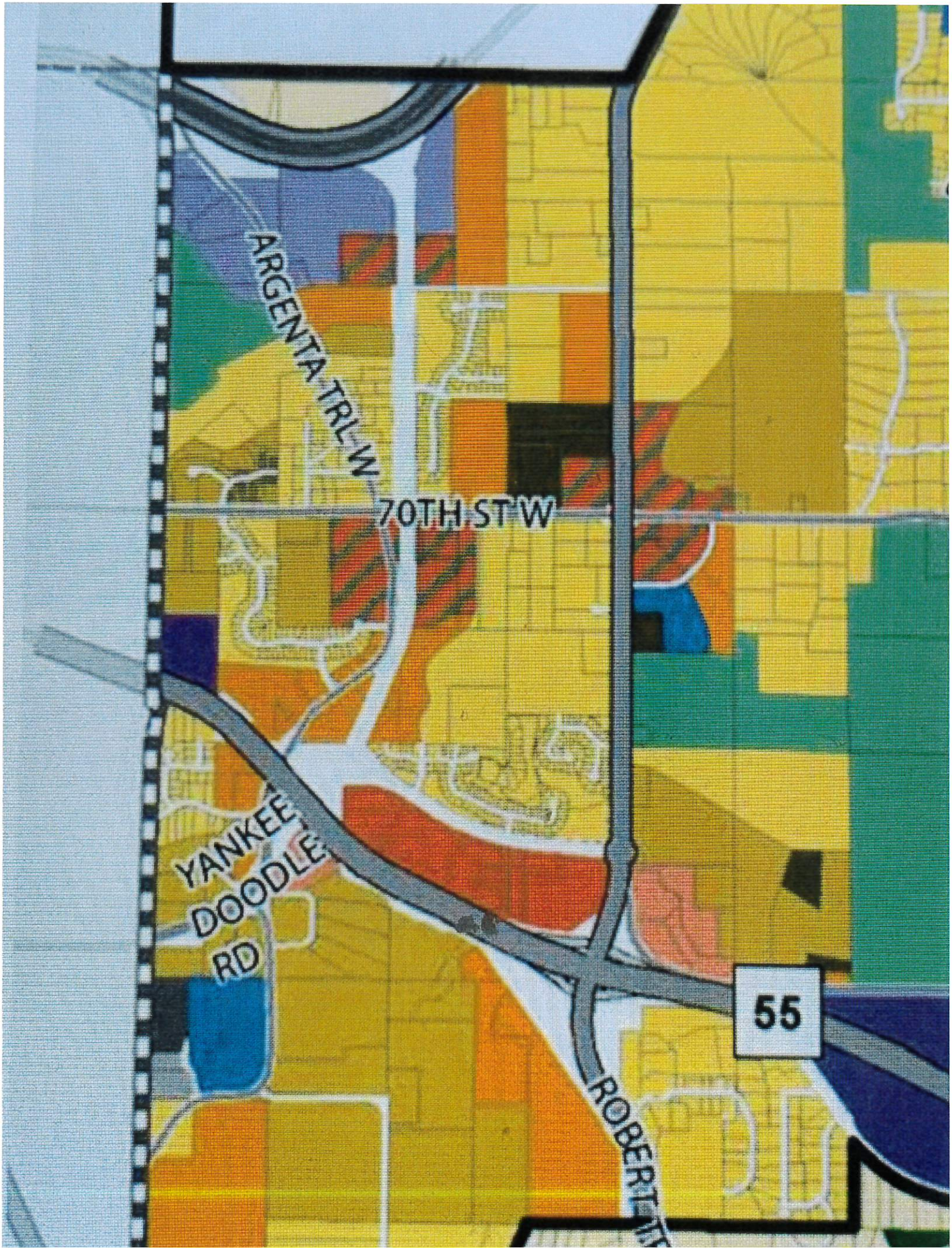
From: patricia magnus
To: Kim Fox
Subject: At home apartments-Case #21-45pud
Date: Tuesday, September 28, 2021 2:53:40 PM
Attachments: IMG_3926.jpg
IMG_3924.jpg
IMG_3925.jpg

Hi
I am submitting input for the Oct 5th meeting. I have attached the map from the proposal as well as the relevant pages from the 2040 Comprehensive plan. This is the data that many of Settlers Ridge residents including us had available to make a purchasing decision.(2017 for us). The 2040 comprehensive plan shows that the ONLY area of high density(R-3C) is at the corner of 70th & Hwy 3 and not further north and west closer to the Settler Ridge houses. I think the Planning Commission should follow the 2040 comprehensive plan and not modify At Home's request to change the location of where the high density R-3C is. The surrounding area just south and east of the Settlers ridge houses should stay either low medium density or medium density as documented in the 2040 plan.
Thank you
Patti Magnus/1373 66th St W

Sent from my iPad

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.


65TH ST W
ARCTIC CT
ARCTIC WAY
ALVERNO CT
AGATE TRL
66TH ST W
67TH ST W
Subject Properties
ALVERNO CT
70TH ST W
ARGENTA TRL
0.05
0.1
0.2
Miles


ARGENTA TRL W
70TH ST W
YANKEE DOODLE RD
55


Low Density Residential
Low-Medium Density Residentia
Medium Density Residential
High Density Residential
Neighborhood Commercial

CASE NO: 21-45PUD

APPLICANT: At Home Apartments, L.L.C.

PROPERTY OWNER: Falcon Partners Limited Partnership & Oak Grove Properties of MN, LLLP

REQUEST: Rezoning, Comprehensive Plan Amendment

HEARING DATE: December 21, 2021

LOCATION: 1285 70th Street, 6815 Robert Trail South and 1165 70th Street

COMPREHENSIVE PLAN: Mixed Use, MDR, HDR

ZONING: A, Agricultural

REVIEWING DIVISIONS:	Planning Engineering	**PREPARED BY:**	Allan Hunting City Planner

BACKGROUND

This request is specific to clarifying the needed rezoning and a comprehensive plan for the project. There are no changes made to the plan that was presented to Planning Commission on October 7 where the plans showed a new location for the apartment building. The actions for this public hearing relate to Lot 1, Block 1 and Lot 1, Block 2.

Previously, public hearings have been held on rezoning applications to rezone Lot 1, Block 1 to:

- PUD
- R-3C, PUD

Initially, it was thought that the Apartment Building Lot (Lot 1, Block 1) should be rezoned R-3C, based on the proposed size of the apartment building (now proposed at 95 units). The Applications have been further reviewed by staff, who have identified that under the City's zoning ordinance, multi-family buildings containing 7 or more units are only allowed in the R-3C, MF-PUD, and MU-PUD zoning districts. It was further determined that the R-3C zoning district correlates with the City's Comprehensive Plan designation of HDR. Because the Apartment Building Lot is guided MDR, and the proposed density of the site is less than the 12+ units/acre it cannot be rezoned to R-3C as that would not be consistent with the MDR Comprehensive Plan designation. As proposed, a comp plan amendment would be required to amend this lot to MDR.

Separating the project on the east side of proposed Agate Trail between Lot 1, Block 2, and the future 300 unit apartment building (Lot 2, Block 2), meant that the density on Lot 1, Block 2 was less than the current designation of HDR (12-35 units/acre). The proposed density would be 9.4 units/acre which is not consistent with the MDR designation.

REQUESTS

Based on the re-analysis of the project, the specific requests for the development project include the following:

1. Rezoning of Lot 1, Block 1 and Lot 1, Block 2 to R-3B/PUD Multiple Family Residential District.
2. Comprehensive Plan Amendment to change Lot 1, Block 2 from HDR to MDR, Medium Density Residential.

Density:

The Preliminary plan is to develop only Lot 1, Block 1 and Lot 1, Block 2 at this time. Lot 1, Block 1 contains 165 units over 20.07 acres for a density of 8.25 units/acre. Lot 1, Block 2 contains 88 units over 9.41 acres for a density of 9.4 units/acre,

The Northwest Area Overlay District contains Table 13J-1, which establishes specific uses and the maximum percentages of units associated with each use which are permissible in the various zoning districts in the northwest area overlay district.

Zoning District (Percentages Represent Maximums)

Uses	**R-1C**	**R-2**	**R-3A or R-3B**	**R-3C**	**MU-PUD**
Single-family dwellings	100 percent	100 percent	10 percent	10 percent	10 percent
Twin homes/two-family dwellings	30 percent	100 percent	30 percent	10 percent	15 percent
Multiple dwelling unit buildings (4 or fewer units)	10 percent	30 percent	100 percent	40 percent	100 percent
Multiple dwelling unit building (5+ units)	0 percent	0 percent	50 percent	100 percent	100 percent

The intent of the NW ordinance was to allow a variety of housing types and densities in each zoning district. For example, the R-3A and R-3B districts are solely a multiple family residential category in the standard zoning ordinance. In the NWA ordinance, they can have percentages of different housing types under that zoning classification. The code establishes the percentages of the mix allowed.

The unit mix proposed for the two lots do not fit the exact percentages of the unit type proposed vs. unit type percentage allowed.

Lot 1, Block 1	Proposed Units	Percentage of units on lot	Maximum Percentage of units in each building type allowed if zoned R-3B
Total 2 unit buildings	42	Proposed 25%	Allowed 30%
Total 4 unit buildings	4	Proposed 2%	Allowed 100%
Total 5+ (6 unit+apt building)	119	Proposed 72%	Allowed 50%

Lot 1, Block 2	Proposed Units	Percentage of units on lot	Maximum Percentage of units in each building type allowed if zoned R-3B
Total 2 unit buildings	0	Proposed 0%	Allowed 30%
Total 4 unit buildings	12	Proposed 14%	Allowed 100%
Total 5+ (6 unit+apt building)	76	Proposed 86%	Allowed 50%

The At-Home Apartments development is located within the Northwest Area Overlay District, and is required to be developed pursuant to a Planned Unit Development. Significant flexibility is afforded to development within the Northwest Area Overlay District that is not afforded to development within areas of "straight zoning" within the City. Planned unit developments *may be excluded from certain requirements of [the Zoning Ordinance] when specifically approved as a part of the planned unit development*. Such exclusions "shall only be granted for the purpose of creating better overall design and an improved living environment and not solely for the economic advantage of the developer. A planned unit development may provide for a variety of housing types in any one of the basic residential zoning districts. Uses approved and permitted under a planned unit development shall only include permitted, conditional and accessory uses allowed in *residential districts* in the city.

The purposes of the northwest area overlay district include encouragement of development which includes, among other things, diverse housing styles and cluster development practices which preserve significant natural features. Additional bulk standards are required for development within the northwest area overlay district, including minimum density requirements, maximum building heights, uses within each zoning district, and maximum percentages of housing types permitted within individual zoning districts. Specifically, "PUD developments in the northwest area overlay district are allowed to have an increased mixture of housing types, … [and] the total number and location of housing units and housing types for a specific property shall be established by the city council at the time of final PUD plan approval

for that specific property." The Council has the further ability to permit exceptions to the standards required within the northwest area overlay district as part of its approval of the PUD plans. Such exceptions are allowed based on the following:

- The project's ability to protect public safety
- The purpose and intent of the northwest area overlay district
- The consistency of the exceptions with the goals, policies and plans of the city's comprehensive plan
- The general compatibility of the exceptions and a finding that such exceptions would not be materially injurious to existing or future uses of surrounding properties.
- A finding that the exceptions do not have an undue adverse impact on existing or planned city facilities and services and the reasonable ability of the city to provide such services in an orderly, timely manner.

The proposed development provides for more 5+ unit buildings than allowed by the percentage maximums. The design of the project was to minimize grading/tree removal, blend unit type to match abutting neighborhoods and provide as much open space and open space buffer as possible.

If the table and the language in the code is interpreted to permit multiple-family dwellings containing 7+ units within the R-3A and R-3B zoning districts, then the 95-unit apartment building may be permitted on property zoned R-3B with a flexibility request based on the criteria established in PUD's to allow such variations. The project would not be exceeding the density maximums allowed in the MDR category.

COMPREHENSIVE PLAN

Lot 1, Block 1 is located in the MDR land use category of 8-12 units/acre. The proposed density is 8.25 units/acre which is consistent with the guiding. Lot 1, Block 2 is located in the HDR land use category of 12-35 units/acre. The proposed density is 9.4 units/acre. A land use change to MDR is required to be consistent with density and to be consistent with the proposed rezoning to R-3B which allows project densities of less than 12 units/acre.

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 **Comprehensive Plan Amendment** to change the land use designation of Lot 1, Block 2 from HDR, High Density Residential (12-35 units/acre) to MDR, Medium Density Residential (8-12 units/acre) subject to the following conditions:

    1. The comprehensive plan land use change shall not become effective until approved by the Metropolitan Council and rezoning and development plans have been approved by the City Council.

2. The Metropolitan Council shall not require any significant modifications to the comprehensive plan amendment.

3. The Metropolitan Council shall not make a finding that the comprehensive plan amendment has a substantial impact or contain a substantial departure from any metropolitan systems plan.

- Approval of the Rezoning of Lot 1, Block 1 and Lot 1, Block 2 from A, Agricultural to R-3B, Multiple Family Planned Unit Development.

B. Denial: Should the proposed request or portions thereof, not found to be acceptable, the appropriate requests described above should be denied. The basis for denial must be stated in any such motion.

RECOMMENDATION

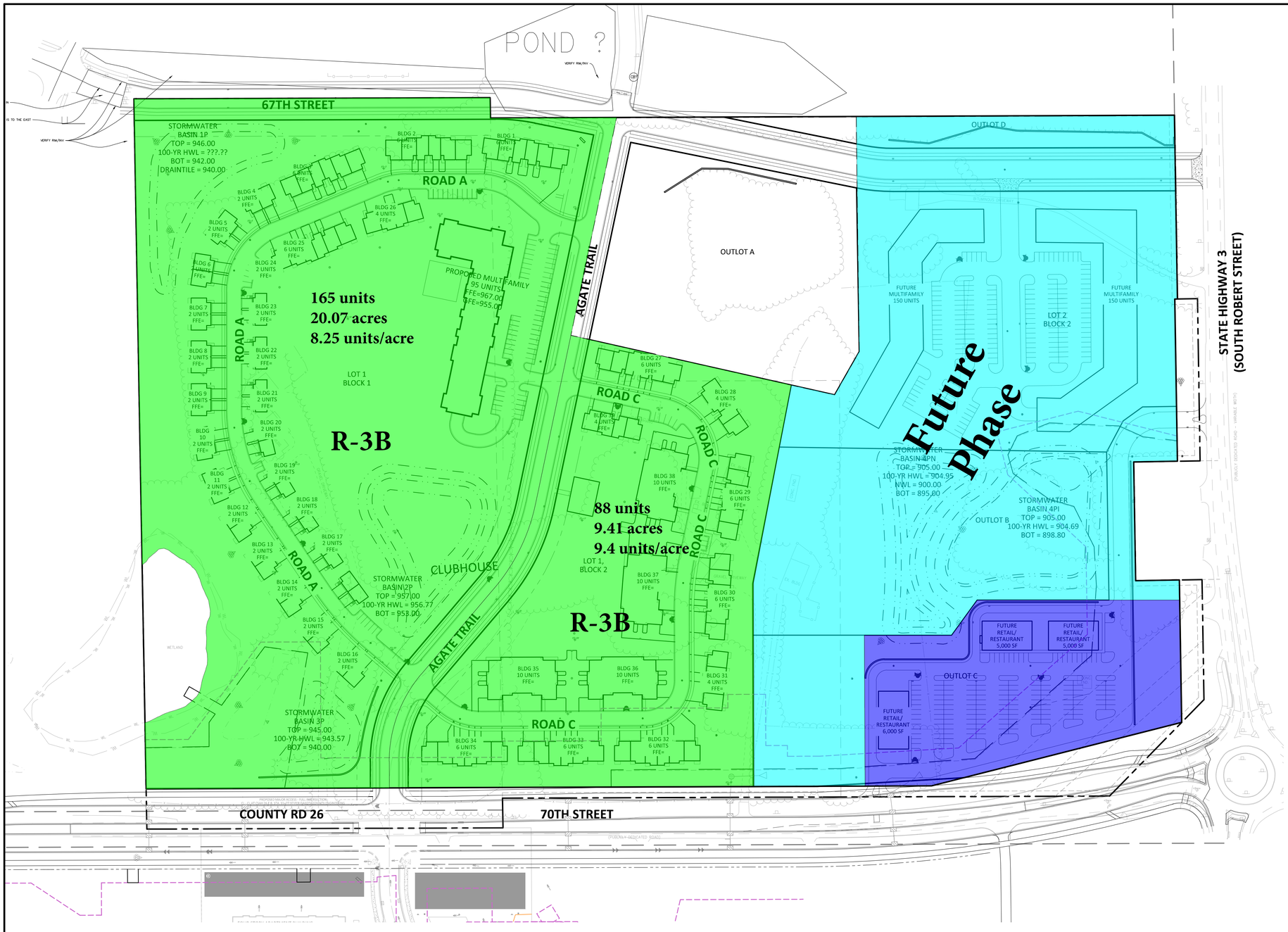
The intent of this rezoning and comp plan amendment is to clarify the zoning of the parcel and to provide flexibility from the Northwest Quadrant Ordinance to allow a greater mix of 5+ unit buildings than allowed for the R-3B district based on flexibility provisions allowed in the zoning ordinance. The Comprehensive plan amendment would be reducing the maximum density for one of the lots to provide for the design elements proposed in the project.

Approval of the proposed Preliminary PUD will require the Council to utilize the flexibility granted to it to make modifications to the various Northwest Area standards, including the maximum percentage mix of uses by district.

Staff would recommend approval of the requests as presented with the conditions listed.

Attachments:

Map of Proposed Zoning
Map of Proposed Comp Plan Amendment
Resident Comment



Map Showing Proposed Zoning

LEGEND

PROPERTY LIMIT
CURB & GUTTER
EASEMENT
BUILDING

RESIDENTIAL DEVELOPMENT SUMMARY

	MULTI-FAMILY (R-3C)	MULTI-FAMILY (R-3C)
COMP. PLAN DESIGNATION	MDR	HDR
AREA	29.48 AC	15.14 AC
MIN. LOT AREA	2,000 SF	12,000 SF
DENSITY RANGE (2040 LAND USE)	8-12 UNITS/AC	12-35 UNITS/AC
UNITS	253	300
PROPOSED DENSITY	8.6 UNITS/AC	19.82 UNITS/AC
MINIMUM DENSITY (NW AREA OVERLAY)	8 UNITS/AC	12 UNITS/AC

COMMERCIAL DEVELOPMENT SUMMARY

		LOT AREA	BUILDING AREA	MINIMUM FAR	PROPOSED FAR
COMMERCIAL RETAIL (B-3)	MU	3.73 AC	16,000 SF	0.25	0.10

NORTH
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SCALE IN FEET

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Project
AGATE TRAIL APARTMENTS

Location
INVER GROVE HEIGHTS, MN

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed professional ENGINEER under the laws of the state of Minnesota.

George D. Abernathy
Registration No. 43505 Date: 06/07/2021

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

Summary

Designed: GDA Drawn: JGP
Approved: JMM Book / Page:
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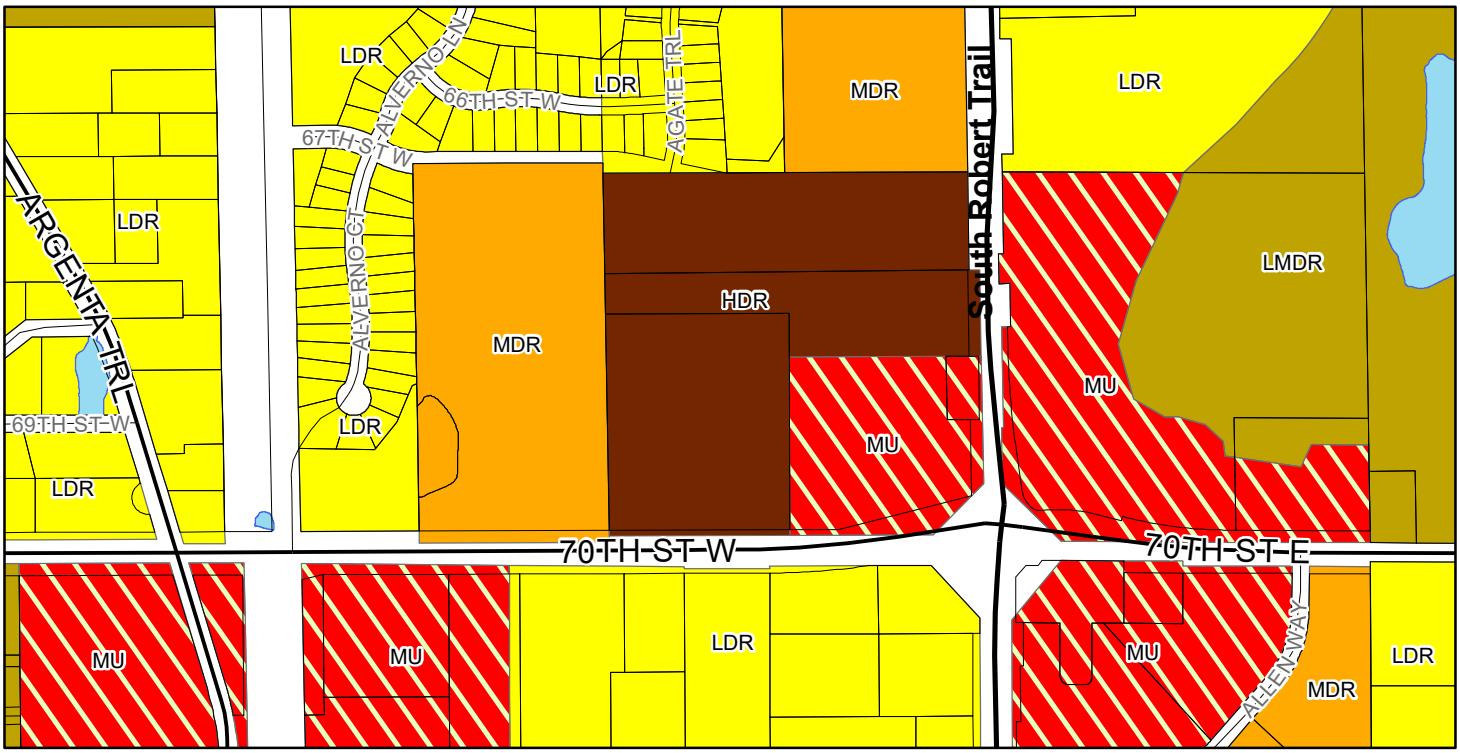
Sheet Title
DEVELOPMENT CAPACITY PLAN

Sheet No. Revision
C3.06

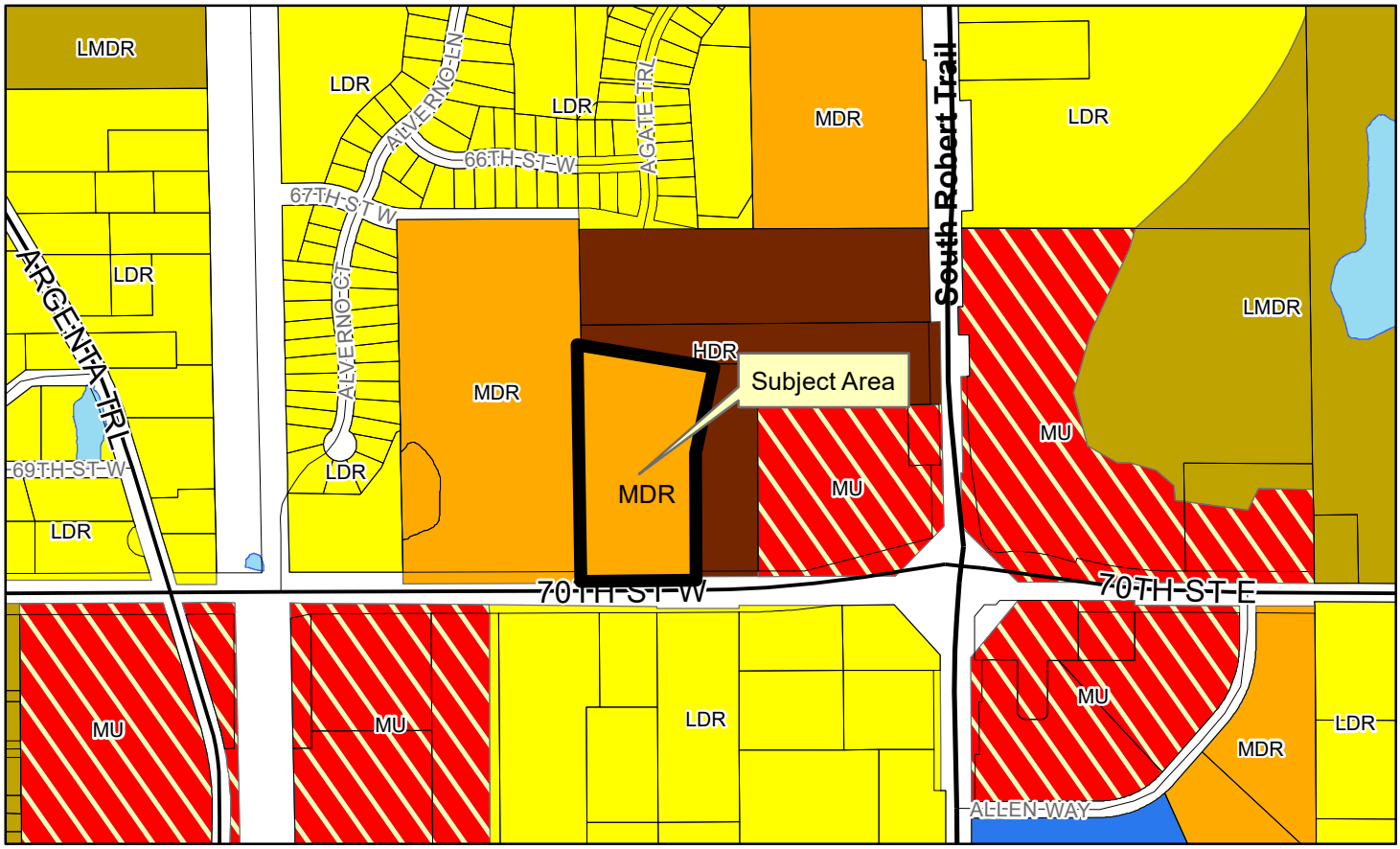
Project No. 22291.02

At Home Apartments CPA

Existing Comp Plan



Proposed Comp Plan



Dr. and Mrs. Arnie Svendsen
6594 Agate Trai
Inver Grove Heights, MN 55077

City of Inver Grove Heights

8150 Barbara Avenue

Inver Grove Heights

Attention: Inver Grove Heights Planning Commission

December 8, 2021

Dear Planning Commissioners:

My husband, Arnie, and I live at 6594 Agate Trail. We are home owners who will be directly impacted by your decisions on the plans for the increased traffic from the new At Home development.

In addressing the plans for this extensive development, you must consider the wants of the developers, the goals of the Comprehensive Plan, and the needs and safety of the residents.

You must study and evaluate traffic plan.

We, as homeowners, have already made our investment in Inver Grove Hts., (for many of us our single biggest investment.) We are already paying taxes on our investment which in turn pays for our city government and the consultants hired by the city.

At a previous City Council meeting, a City Council member said that there are "Always negative reactions by residents to new plans for development near their homes". The statement sounded dismissive. We were told that we had not done "our due diligence" before buying our homes. However, by raising our concerns, and acting on our own behalf we are presenting our side and it should be considered. The impact of new developments on existing home owners must be

addressed particularly when it comes to safety issues, like traffic. Please do not dismiss our concerns.

Presentations have been made to you showing schematic drawings and computer- generated images of the plans for the traffic flows down Agate Trail. We would like to describe what it is actually like on Agate Trail in living terms, as we walk our neighborhood.

The houses are close together, each with an asphalt driveway entering the street. The street is not wide and cars are regularly parked along the street in front of and/or across from our house. During spring, summer and fall driveways are used as play areas for children. There are many young children along this street and more new babies are arriving regularly. School buses stop at each end of the two blocks letting the kids out. Young couples are out walking with their toddlers, strollers and dogs. When the garage doors open along the street, youngsters riding their various vehicles emerge and flow onto sidewalks and the road. Their vehicles are amazing: miniature bikes for 3,4 and 5- year-olds, miniature cars, razor scooters, skateboards, newer models of skateboards (hover boards), big wheels and groups of pre-teen bicyclists. They can zip in and out of garages onto driveways, sidewalks and from between parked cars onto the **streets in an instant.**

Those of us who live here are aware of these "children on wheels" and we are very careful.

However, will the residents of the new apartment complex be as careful? There are no traffic signs indicating speed limits or to watch for children. Many apartment dwellers may not have children and may be less likely to think about watching for them.

Will the traffic plan take into consideration the makeup of the residents on Agate Trail, families with youngsters, or the proximity of the driveways, now play areas, for these kids?

We will describe to you a scene as we walked our neighborhood last fall. There were three little boys on one side of the street, each had a ball in hand. One of the balls rolled out into the street. Predictably, one of the boys ran after it. A car was coming toward the boy and the ball. It was driven by a young woman.

Fortunately, she was driving slowly, perhaps a mother aware of the neighbors' families, and stopped. A potentially tragic accident was averted by her caution.

Why must Agate Trail, populated by young families with children, serve as a conduit for the new residents of the At Home development?

What about the construction phase of this new development?

The huge size of construction equipment going back and forth on Agate Trail is another potential for accidents. Consider the disparity in size of a bulldozer and a small "child on wheels."

Will the drivers of these huge vehicles see small "children on wheels" zipping out unexpectedly?

Can the developer plan for an alternate route for these construction vehicles other than through Agate Trail?

If Agate Trail could remain a dead end at the extension of 67th Street and an alternate route could be created for the residents of the new development redirecting the traffic around Agate Trail these problems would be resolved.

We hope that the traffic study, once prepared and studied by our City Planning Commission and City Council, will be thoroughly considered as to whether it addresses the **actual situation and safety of the existing residents.**

Traffic studies may offer plans, but your decisions must be made based on the realities and the safety issues we have tried to explain. One tragic traffic accident for lack of foresight on the traffic plans would be one too many.

Thank you for your careful consideration of our concerns.

Sincerely,

Arnie + Deni Svendsen

Arnie and Deni Svendsen

6D

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

Request for Council Action

Heritage Village Park Next Steps

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	
Item Type:	Regular Business	Amount included in current budget	
Contact:	(651) 450 - 2511	Budget amendment requested	
Prepared by:	Kris Wilson, City Administrator, and Adam Lares, Director of Parks & Recreation	FTE included in current complement	
Reviewed by:		New FTE requested – N/A	
		Other	**X**

ACTION REQUESTED

No formal action is requested on this item, but the Council is asked to discuss and provide direction in order to inform a decision on the following agenda item, the City's 2022 legislative positions and priorities.

BACKGROUND

For more than 15 years, the City of Inver Grove Heights has been acquiring, assembling, and clearing parcels of land in the area roughly bordered by Concord Blvd on the west, Doffing Ave. on the east, 65th St on the south and the city border on the north, to form what is today the approximately 65 acre Heritage Village Park. Following remediation/capping of environmental contaminants to the satisfaction of the Minnesota Pollution Control Agency (MPCA), development of the park has begun in phases.

Three phases have been completed to date, including establishment of the City's off-leash dog park, portions of two parking lots, and . . . . The City has been fortunate to have initial acquisition of the park and these first three phases strongly supported by prior state bonding awards, grant funds, and modest expenditures of city funds.

Staff is now seeking Council direction regarding next steps for the park – particularly as it relates to two, time-sensitive funding opportunities from the state – a DNR grant and possible state bonding support during the 2022 legislative session.

DNR Grant / Phase 4

In March of 2021, the Council authorized staff to submit a grant application to the MN Department of Natural Resources (DNR) for funding to support Phase 4 of the park's development. As a result, the City was awarded a $250,000 DNR grant toward the approximately $1.2 to $1.3 million cost of this phase. Council has not yet taken up formal acceptance of the grant, but a decision needs to be

made soon so that if the City wishes to accept, the project can be bid out and constructed within the timeline for spending the grant money by the end of 2023.

Funding for the remaining portion of Phase 4 would come from the City's Park Acquisition and Development Fund (Fund 402). Money in this fund comes from park dedication fees paid by development and it may be used only for the acquisition and development of new parks. It cannot be used for park maintenance, redevelopment of existing parks, or any other city need such as streets, utilities or public safety. (*Replacement and redevelopment of existing parks is funded by property tax revenues and occasional grant funds via the Park Capital Improvement Fund (Fund 444)*).

Attachment A shows the current balance of the Park Acquisition and Development Fund, as well as very high-level estimates of allocations for other park needs and projects on the horizon. In summary, it shows that funds are available to proceed with Phase 4 of HVP, and develop the identified parks in the City's northwest area (NWA), and maintain a healthy balance in the Fund for future needs and opportunities.

Proceeding with Phase 4 involves construction of a roundhouse-style picnic shelter, covered bench seating, a restroom building and various paths, walkways and landscaping in the area just to the south of the park lot off of Doffing Ave (See Attachment B). All elements of Phase 4 support the eventual construction of an inclusive playground and splashpad, which seem likely to be among the primary draws to the park, in addition to the current dog park and regional trail facilities.

State Bonding / Phase 5

During the 2021 legislative session, a bill was introduced independently of the City to provide $2 million in state bonding funds for the construction of an inclusive playground, splash pad and other related features of the park that make up Phase 5 and really complete what would be constructed in Phase 4.

The Council has made it clear that it's #1 priority for the 2022 legislative session is state bonding support for the reconstruction of 117th St. But staff is seeking clarification regarding how the Council wants staff to engage around Heritage Village Park in the upcoming legislative session. Does the Council support it as a second priority state bonding request? With certain conditions or caveats? Or not at all?

Additionally, one of the important details that the City should make clear if it is supportive of receiving state bonding funds for HVP is our ability to provide a match for those funds. The default local match for state bonding funds is a 1:1 match. With the existing bill drafted to provide $2 million, this would be a stretch for what would remain in the Park Acquisition and Development Fund if Phase 4 of HVP and all of the NWA parks were built out. A smaller match, or no match at all, is possible, if specified in the legislation, but that can also be seen as a negative by some legislators who prefer funding projects that can demonstrate a strong local commitment.

Staff Recommendation

Staff recommends proceeding with the steps necessary to accept the DNR grant for Phase 4 and to prepare plans, specs and bid documents for Phase 4. Additionally, staff recommends that the City support legislation providing $2 million in state bonding for Phase 5, with an exemption from the standard match requirement and as our second priority for bonding funds.

Fund 402 - Park Acquisition & Development

Balance as of Dec. 31, 2021	$3,517,370
Transfer In at Jan 24 CC Meeting	$1,231,814
Remaining Expenses for Vista Pines	$90,191
NWA - Peltier Pocket Park	-$500,000
NWA - Highlands Pocket Park	-$500,000
NWA - At Home Apartments Park	-$1,000,000
Subtotal	**$2,839,374**
Phase 4 HVP (after DNR grant)	-$1,090,625
Remaining	**$1,748,749**

BENCH SHADE STRUCTURE

WOOD PLATFORM IMPRINTED WALKWAY

BENCH SEATING (12)

RETAINING WALL WITH HISTORIC IMAGERY FENCE (CORTEN PANEL INSERTS)

RAIL LINE IMPRINTED WALKWAY

LIMESTONE BENCH SEATING BLOCKS

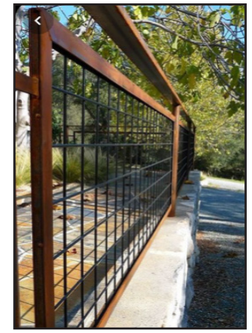
RESTROOMS

ROUNDHOUSE SHELTER

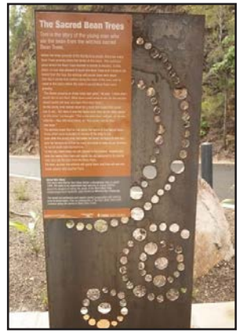
PARKING AREA



ORNAMENTAL BENCH



ORNAMENTAL FENCE



INTERPRETIVE PANELS



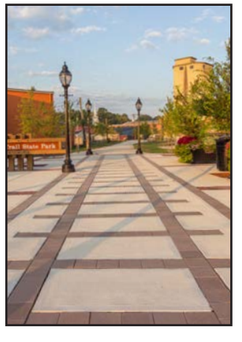
TIMELINE PANELS



WOOD DONOR SIGN



LIMESTONE BLOCKS



RAIL LINE WALKWAY



WOOD PLATFORM

Inver Grove Heights Inclusive Play - Design Development

Inver Grove Heights, Minnesota

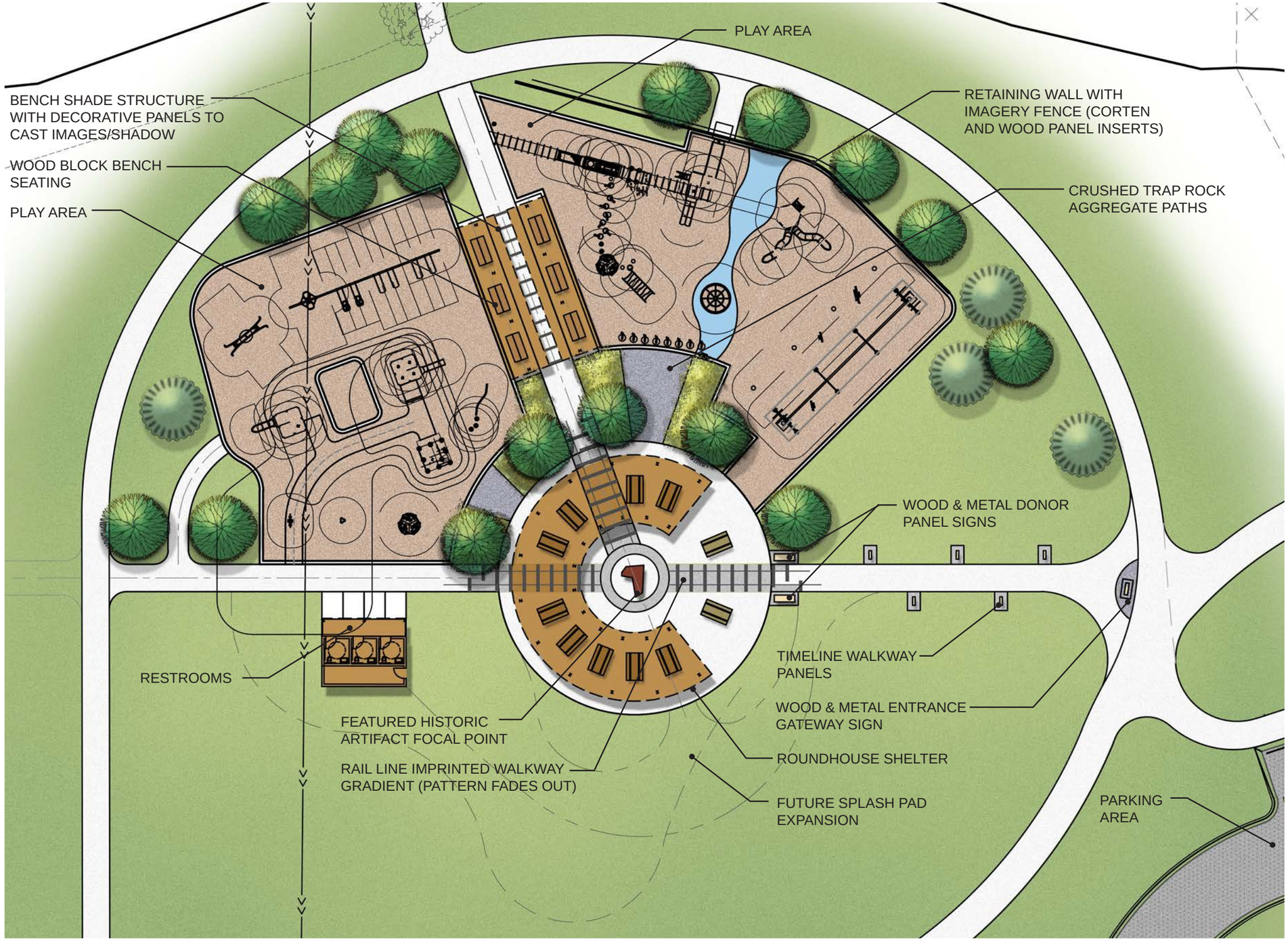
December 16, 2019 | WSB Project number: 014704-000

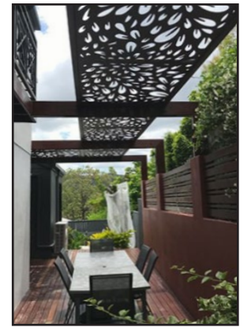
0′ 15′ 30′ 60′

Scale in Feet

wsb

K:\014704-000\Graphics\2022\014704_Concept Option Enl_2022



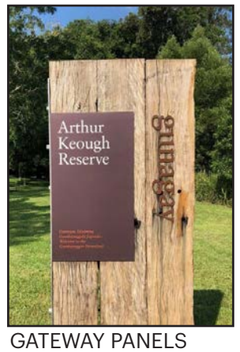

DECORATIVE SHADE PANELS


FENCE PANEL INSERTS

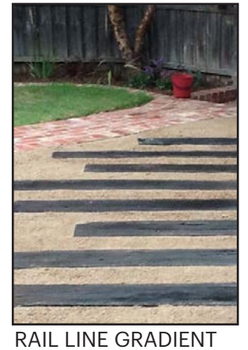

WOOD BENCH


TIMELINE PANELS


WOOD DONOR SIGN



GATEWAY PANELS


RAIL LINE GRADIENT


AGGREGATE PATH

Inver Grove Heights Inclusive Play - Design Development Option 2

Inver Grove Heights, Minnesota

December 16, 2019 | WSB Project number: 014704-000

0′ 15′ 30′ 60′

Scale in Feet

wsb

K:\014704-000\Admin\Graphics\014704_Concept Options

HVP Master Plan Estimate

City of Inver Grove Heights, Minnesota

18-Jan-22

Phase 1: Dog Park

Phase 2: Eastern Park Development (earthwork, half parking lot & trails)

Phase 3: Retaining wall, partial specialty concrete, playground curbs & interpretive fence panels

ESTIMATE OF PROBABLE COSTS

No.	Phase 4: Building Structures	Est. Qty.	Unit	Unit Price	Low Total
1	Earthwork & Excavation	1	LS	$24,000	$24,000
2	Drinking Fountain	1	EA	$7,500	$7,500
3	Water & Sanitary Extensions	1	LS	$23,500	$23,500
4	Roundhouse Picnic Shelter	1	LS	$355,600	$355,600
5	Bench Shade Shelter	1	LS	$201,000	$201,000
6	Restroom Building	1	LS	$328,400	$328,400
7	Concrete Walks - Standard	5,600	SF	$10	$56,000
8	Concrete Walks - Specialty	3,000	SF	$20	$60,000
9	Playground Curb	100	LF	$30	$3,000
10	Restoration (seeding)	1	LS	$7,000	$7,000
11	Erosion Control	1	LS	$6,500	$6,500
				ESTIMATE SUBTOTAL:	**$1,072,500**
				Construction Contingency & Mobilization (15%)	$160,875
				Estimated Professional Design, Engineering & Permit Fees (10%)	$107,250
				ESTIMATED PROJECT TOTAL:	**$1,340,625**

No.	Phase 5: Playground & Splash Pad	Est. Qty.	Unit	Unit Price	Low Total
	Parking Lot				
1	Earthwork & Excavation	1	LS	$100,000	$100,000
2	Traffic Control	1	LS	$5,000	$5,000
3	Bituminous Parking Lot	1,400	SY	$32	$44,800
4	10' Wide Bituminous Trail	400	SY	$28	$11,200
5	Curb & Gutter	650	LF	$28	$18,200
6	Draintile Cleanout	4	EA	$300	$1,200
7	Perforated Draintile	500	LF	$25	$12,500
8	Catch Basins	1	EA	$3,500	$3,500
9	Stormwater Pipe	200	LF	$50	$10,000
10	Stormwater FES and Splash Blocks	1	EA	$1,000	$1,000
11	Ornamental Light Posts	3	EA	$9,500	$28,500
12	Striping and Signage	1	LS	$4,000	$4,000
13	Construction Exit	1	EA	$2,000	$2,000
14	Erosion Control	1	LS	$3,000	$3,000
15	Restoration (seeding)	1	LS	$3,000	$3,000
	Playground & Splash Pad				
16	Earthwork & Excavation	1	LS	$40,000	$40,000
17	Concrete Walks & Pads - Standard	800	SF	$10	$8,000
18	Draintile Cleanout	3	LF	$300	$900
19	Perforated Draintile	400	LF	$25	$10,000
20	Solid Pipe	100	LF	$25	$2,500

21	Precast Apron / Headwall	1	EA	$500	$500
22	Playground Equipment	1	LS	$425,000	$425,000
23	Rubber Playground Surfacing	14,500	SF	$30	$435,000
24	Splash Pad Equipment (budget)	1	LS	$400,000	$400,000
25	Concrete Splash Pad Surfacing	4,000	SF	$18	$72,000
26	Benches	12	EA	$2,500	$30,000
27	Picnic Tables	16	EA	$2,500	$40,000
28	Receptacles	4	EA	$2,500	$10,000
29	Bike Rack	2	EA	$1,500	$3,000
30	Place Limestone Block	1	LS	$2,000	$2,000
31	Irrigation	1	LS	$250,000	$250,000
32	Deciduous Tree - overstory	21	EA	$650	$13,650
33	Deciduous Tree - understory	8	EA	$350	$2,800
34	Coniferous Tree	5	EA	$400	$2,000
35	Shrub	30	EA	$75	$2,250
36	Perennial	500	EA	$25	$12,500
37	Erosion Control	1	LS	$2,500	$2,500
38	Restoration (seeding)	1	LS	$3,500	$3,500
39	Intepretive Elements (budget)	1	LS	$20,000	$20,000
				ESTIMATE SUBTOTAL:	**$2,036,000**
				Construction Contingency & Mobilization (15%)	$305,400
				Estimated Professional Design, Engineering & Permit Fees (15%)	$305,400
				ESTIMATED PROJECT TOTAL:	**$2,646,800**

No.	Future / Optional Phases	Est. Qty.	Unit	Unit Price	Low Total
	Structures & Miscellaneous				
1	Amphitheater Shelter	1	LS	$150,000	$150,000
2	Picnic Shelter (4-6 tables)	1	EA	$75,000	$75,000
3	Interpretive Garden Walks & Elements (budget)	1	LS	$50,000	$50,000
4	Interpretive Schoolhouse Shelter (budget)	1	LS	$200,000	$200,000
5	Nature Play Elements (budget)	1	LS	$100,000	$100,000
	Dog Park Parking Lot				
6	Earthwork & Excavation	1	LS	$40,000	$40,000
7	Bituminous Parking Lot	125	SY	$30	$3,750
8	Bituminous Parking Lot Trail	220	SY	$30	$6,600
9	Curb & Gutter	500	LF	$28	$14,000
10	Draintile Cleanout	2	EA	$300	$600
11	Perforated Draintile	400	LF	$25	$10,000
12	Catch Basins	1	EA	$3,500	$3,500
13	Stormwater Pipe	25	LF	$50	$1,250
14	Stormwater FES and Splash Blocks	1	EA	$1,000	$1,000
15	Ornamental Light Posts	2	EA	$9,500	$19,000
16	Striping and Signage	1	LS	$600	$600
17	Erosion Control	1	LS	$1,000	$1,000
18	Restoration (seeding)	1	LS	$1,500	$1,500
				ESTIMATE SUBTOTAL:	**$677,800**
				Construction Contingency & Mobilization (15%)	$101,670
				Estimated Professional Design, Engineering & Permit Fees (15%)	$101,670
				ESTIMATED PROJECT TOTAL:	**$881,140**

AGENDA ITEM 6E

Request for Council Action

Adoption of 2022 Legislative Priorities and Positions

		Fiscal/FTE Impact	Mark all that apply
Meeting Date:	January 24, 2022	None	**X**
Item Type:	Regular Business	Amount included in current budget	
Contact:	(651) 450 - 2511	Budget amendment requested	
Prepared by:	Kris Wilson, City Administrator	FTE included in current complement	
Reviewed by:		New FTE requested – N/A	
		Other	

ACTION REQUESTED

The Council is asked to adopt the attached 2022 Legislative Priorities and Positions, with or without amendment.

SUMMARY

The Council has previously discussed its 2022 legislative priorities and state bonding requests. Based on the discussion and direction provided at the January 3 work session, staff has prepared the attached document outlining the City's priorities and positions for the upcoming session. The one outstanding item is to ensure that there is agreement and clarity regarding potential bonding support for Phase 5 of Heritage Village Park. Following discussion of next steps for Heritage Village Park, which is the previous agenda item on the Council's agenda, the Council is asked to act on the attached, with or without amendments.

CITY OF INVER GROVE HEIGHTS

2022 Legislative Priorities & Positions

DRAFT for COUNCIL CONSIDERATION
(January 24, 2022)

Local Control

Local government entities are closest to their constituents and most knowledgeable about their communities' needs and opportunities. Therefore, locally elected officials are in the best position to make decisions about city operations, finances, and regulations.

The City of Inver Grove Heights calls on the Minnesota Legislature to:

A. Support local government authority for land use decisions, zoning and regulatory controls.
B. Support city authority to protect existing taxpayers and recover costs associated with development activity.
C. Oppose fiscal limitations such as levy limits, fund balance restrictions, reverse referenda on the decisions of local government officials, or other limitations to the local government budget and taxation process.

State Bonding

The City of Inver Grove Heights seeks state funding support, through bonding or other available resources, for the following local projects of regional importance:

1st Priority: Reconstruction of 117th St.

In 2022, the City of Inver Grove Heights' highest priority request for state bonding support is for the reconstruction of 117th Street, an essential transportation corridor for utilities and industry serving the state and region. Those that rely on the roadway for their daily operations include Republic Services' Pine Bend Landfill, Xcel Energy, and Flint Hills Resources. The estimated total project cost of improving and modernizing 117th Street is $15 million. In order to meet the timeline necessary to retain a sizable federal grant, the City is requesting $2 million in state bonding support.

2nd Priority: Inclusive Playground & Splash Pad at Heritage Village Park

Located just west of the Mississippi River, Heritage Village Park is a multi-year, multi-phase effort to redevelop 65 acres of once polluted and flood-prone land into an amenity for the community and the region. Previous phases have connected the park to a regional trail and added an off-leash dog area. This request for $2 million in state bonding support would fund construction of an inclusive playground and splash pad along with related walkways, landscaping and infrastructure.

Commented [KW1]: Does the Council want both of these projects listed?

Transportation Funding

The City of Inver Grove Heights supports comprehensive, regionally-balanced transportation funding that addresses the long term needs of our state, including investments that will reduce congestion, provide funding for local roads and bridges and build a transit system that matches demands in a post-pandemic world. The City calls on

the State to adopt a fair and equitable distribution of federal infrastructure funding in a manner that addresses state, regional and local needs in a balanced manner. The City also supports continued and/or renewed investment in the Transportation Economic Development (TED) and Corridors of Commerce programs.

Common Interests of the City Government Community

The City of Inver Grove Heights is an active member of the League of Minnesota Cities, Municipal Legislative Commission and Metro Cities and supports the legislative platforms of these organizations.

Additional Legislative Positions

A. *Fiscal Disparities* – The City of Inver Grove Heights advocates for legislation that would reflect a meaningful analysis of the present day applicability of the state's 1971 commercial industrial "tax-base sharing" law and opposes the use of fiscal disparities to fund social or physical metropolitan programs because of its complexities results in a metropolitan-wide property tax increase hidden from the public.

B. *Support Local Control/Reduce Unfunded Mandates* – The City of Inver Grove Heights supports a) the necessary changes to the Data Practices Act to protect municipalities from abusive or harassing requests, while helping to compensate for overly broad and burdensome requests; and b) supports reducing the number of state and regional agencies that regulate municipal activities related to water quality and water supply.

C. *State Property Taxes – The* City of Inver Grove Heights opposes the extension of state-levied property taxes to additional classes of property and/or the increase in taxation levels on the present state property tax.

D. *Public Employees Retirement Association (PERA)* – The City of Inver Grove Heights supports sharing the cost for retirement programs between employees and cities and supports cities and fire relief associations working together to determine the best application of State Fire Aid. This also includes advocating for state funding of costs related to state-mandated changes to the provision of the retirement program, which have the effect of enhancing benefits beyond existing levels.

E. *Local Government Aid (LGA)* – The City of Inver Grove Heights advocates for policies that more fairly address the disparities in property tax burdens as a percentage of income as documented by the Voss Data Base. The City supports continued funding of Voss Data Base and compilation of data by the Department of Revenue.

F. *City's Role in Environmental Protection and Sustainable Development* – The City of Inver Grove Heights is committed to environmental protection and sustainability. The city supports public protection efforts to reduce greenhouse gas emissions and to further protect surface and ground water, as well as infrastructure design and techniques that are environmentally and economically beneficial and compliant.