INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, SEPTEMBER 13, 2010
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:
   A. Presentation of Minnesota Community Pride Awards for the Old Town Area and the Rock Island Swing Bridge
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 Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

   A. (i) Minutes – August 23, 2010 Regular Council Meeting _____
      (ii) Minutes – August 30, 2010 Special Council Meeting _____

   B. Resolution Approving Disbursements for Period Ending September 8, 2010 _____

   C. Pay Voucher No. 15 for City Project No. 2008-18, Public Safety Add./City Hall Ren. _____

   D. Change Order No. 2 for City Project No. 2009-24, Rock Island Swing Bridge Project _____

   E. Pay Voucher No. 4 for City Project No. 2009-24, Rock Island Swing Bridge Project _____

   F. Pay Voucher No. 4 for City Project No. 2009-29, Well No. 9, Phase 2 _____

   G. Change Order No. 1 for City Project No. 2010-12, 59th Street East Improvements _____

   H. Final Change Order No. 2, Final Pay Voucher No. 3, Engineer's Report of Final Acceptance, and Resolution Accepting Work for Fire Station No. 1 Parking Lot Improvements _____

   I. Accept Quotes and Award Contracts for the 2010 Storm Water Facility Maintenance Program – Zones 1A, 2, 5, and 6, City Project Nos. 2010-13, 2010-14, 2010-17, 2010-18 _____

   J. Approve Policy for Credit Card Use by City Employees _____

   K. Approve Hiring Keys Well Drilling Company and Automatic Systems Company for Arbor Pointe Water Tower Site Monitoring Well Installation _____

   L. Consider Proposal for Engineering Services from WSB, Inc. for Argenta Hills 2nd Addition Water System Modeling _____

   M. Approve Proposal for Assistance with Blaine Pit Clean-Up _____

   N. Approve Proposal from Decision Resources LTD to Perform 2010 Community-Wide Phone Survey _____

O. Authorize the Solicitation of Bids for the VMCC/Grove Locker Room Project _____

P. Accept Grant for Simley Shoreline Improvements from Great River Greening _____

Q. Approve Contract with HKGI for Trail Gap Study _____

R. Approve Contract with McGhie & Betts for Special Inspections & Testing for City Project No. 2008-18, Public Safety Addition/City Hall Renovation _____

S. Resolution Approving Application of Merrick, Inc. for a Premises Permit to Conduct Lawful Purpose Gambling at Jersey's Bar & Grill, 6449 Concord Blvd. _____

T. Schedule Public Hearing – Liquor License Transfer _____

U. Approve Proposal for Survey of Existing Roof at City Hall _____

V. Personnel Actions _____

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

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for City Project No. 2008-09F, Salem Hills Farm Street Reconstruction/Mill and Overlay _____

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. KAY DICKISON; Consider the following request for the property located at 7521 River Road:

i) A Variance to allow two detached accessory buildings whereas one detached accessory building is allowed in the R-1B zoning district _____

ii) A Variance from the setback requirements for one of the structures along the river _____

B. IGH INVESTMENTS LLC (ARGENTA HILLS); Consider the following requests for property located north of Amana Trail and west of South Robert;

i) A Resolution relating to a Preliminary Plat and PUD Amendment for Phase I of Residential Development consisting of 45 Single-Family Lots _____

ii) A Resolution relating to a Final Plat and Final PUD Plan Approval with Development Contract & related Agreements for Argenta Hills 2nd Addition, consisting of 12 Single-Family Lots and Four Outlots _____

iii) A Resolution relating to Adjustments to the Letter of Credit and Maintenance Bond relating to Developer Warranties _____

FINANCE:

C. CITY OF INVER GROVE HEIGHTS; Consider Approval of Proposed 2011 Tax Levies & Proposed 2011 Budgets _____

D. **CITY OF INVER GROVE HEIGHTS;** Consider Resolutions Awarding the Sale of General Obligation Sewer Revenue Bonds, Series 2010A; General Obligation Improvement Bonds, Series 2010B; and General Obligation Refunding Bonds, Series 2010C _____

PUBLIC WORKS:

E. **CITY OF INVER GROVE HEIGHTS;** Consider Proposed Assessment Appeal Settlement with Rolling Meadows Cooperative, Inc. for City Project No. 2009-09D _____

8. MAYOR AND COUNCIL COMMENTS
9. ADJOURN

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Presentation of Minnesota Community Pride Awards for the Old Town Area and the Rock Island Swing Bridge

			Fiscal/FTE Impact:
Meeting Date:	September 13, 2010		
Item Type:	Special Presentations	X	None
Contact:	Eric Carlson – 651.450.2587		Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
Present to the Council two recent awards received for projects within the City of Inver Grove Heights.

SUMMARY
The Reinventing Minnesota Initiative sponsored the 2010 Minnesota Community Pride Contest. The program was co-sponsored by the Minnesota State Fair, Minnesota Rural Partners, Inc. and MinnPost.com.

The Minnesota Community Pride Competition is an old-fashioned community improvement contest intended to reward, inspire, showcase and share the good work going on in Minnesota to move beyond the current economic downturn. Top winners in each category received cash prizes donated by the Minnesota State Fair. The City of Inver Grove Heights was awarded the following:

Best in Class, Community Design Category, awarded to the City of Inver Grove Heights for its effort to refurbish the Rock Island Swing Bridge. The City was presented with a plaque and an $850 cash award.

Second Runner Up, Population over 10,000, awarded to the City of Inver Grove Heights for overall community and economic development achievement in the Old Village area. The City was presented with a plaque and a $600 cash award.

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 23, 2010 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, August 23, 2010, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link, Finance Director Lanoue, and Deputy Clerk Rheaume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Madden removed Item 4A(i), Minutes of August 9, 2010 Regular Council Meeting, from the Consent Agenda.

Councilmember Klein removed Item 4J, Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2010-09D, South Grove Street Reconstruction – Area 5, from the Consent Agenda.

Councilmember Grannis removed Item 4N, Approve Contract with Braun Intertec for Response Action Plan Preparation of the Rock Island Swing Bridge Site, from the Consent Agenda

A. (ii) Minutes – August 13, 2010 Special Council Meeting

B. **Resolution No. 10-128** Approving Disbursements for Period Ending August 18, 2010

C. Pay Voucher No. 1 for City Project No. 2010-09B, Sealcoating

D. Pay Voucher No. 5 for City Project No. 2007-17, Clark Road Ext. Improvements

E. Change Order No. 3 and Pay Voucher No. 3 for City Project No. 2010-09D, South Grove Urban Street Reconstruction – Area 5

F. Approve Proposal for Handheld Data Collectors

G. Request Authorization to Enter into an Agreement with Rehder and Associates, Inc. to Complete the As-built Record Plans for Brentwood Hills Townhomes

H. Accept Landowner Improvements within City Easement Agreements for Landowners, Restrictive Use Agreements for Landowners, and Temporary Construction Easement Agreement for Landowner Bulson as part of the 2010 Storm Water Facility Maintenance Program, City Project No. 2010-19

I. **Resolution No. 10-129** Accepting Quote and Awarding Contract for City Project No. 2010-19, Storm Water Facility Maintenance Program – Zone 7

K. Request Authorization to Enter into an Agreement with L'Allier Concrete, Inc. to Construct Pedestrian Curb Ramps on the East Side of Cahill Avenue at 81st Street

L. **Resolution No. 10-131** Receiving Feasibility Study, Scheduling Public Hearing, Authorizing Plans and Specifications for City Project No. 2010-21, Boyd Avenue Street Lighting

M. Approve Lease Agreement with the Inver Grove Heights Hockey Association for the Operations of the VMCC Concession Stand for the 2010-11 Season

O. Approve Contractors for Energy Improvement Projects at the VMCC/Grove

P. Approve Contractor for the Replacement of the Splash Pool Heat Exchanger

Q. **Resolution No. 10-132** Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

R. Approve the Limited Hunting of Canada Geese within the City

S. Personnel Actions

Motion by Klein, second by Madden, to approve the Consent Agenda

Ayes: 5
Nays: 0 Motion carried.

A. (i) Minutes – August 9, 2010 Regular Council Meeting

Councilmember Madden corrected the minutes to reflect that Councilmember Grannis removed item 4A from the consent agenda and he removed Item 4I.

Motion by Klein, second by Piekarski Krech, to approve the minutes of the August 9, 2010 Regular Council Meeting with the noted corrections.

Ayes: 5
Nays: 0 Motion carried.

J. Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2010-09D, South Grove Street Reconstruction – Area 5

Councilmember Klein questioned the two telephone poles on Concord that have been there for four months and need to be removed.

Mayor Tourville stated that Public Works would get the information from Councilmember Klein and address the issue.

Motion by Klein, second by Madden, to adopt Resolution No. 10-130 Approving Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2010-09D, South Grove Street Reconstruction – Area 5

Ayes: 5
Nays: 0 Motion carried.

N. Approve Contract with Braun Intertec for Response Action Plan Preparation of the Rock Island Swing Bridge Site

Councilmember Grannis explained he would not vote in favor of contracting with Braun Intertec due to a problem with the soil testing that was performed for a project at Skyview Park.

Motion by Madden, second by Klein, to approve contract with Braun Intertec for Response Action Plan Preparation of the Rock Island Swing Bridge Site

Ayes: 4
Nays: 1 (Grannis) Motion carried.

H. Accept Landowner Improvements within City Easement Agreements for Landowners, Restrictive Use Agreements for Landowners, and Temporary Construction Easement Agreement for Landowner Bulson as part of the 2010 Storm Water Facility Maintenance Program, City Project No. 2010-19

Todd Bulson, 2407 77th Street East, stated he is the subject of the item and none of the agreements have been signed.

Mayor Tourville clarified that they are just approving the agreements from the City's perspective to expedite the process.

Mr. Bulson indicated he had just received the documents a few days prior to the meeting, and he had not finished reviewing them.

Mr. Kuntz stated the City understands the documents have not been signed. He explained that comments from the landowner's attorney would be received in the next couple of days and the City would proceed if no substantive changes were proposed. He indicated the documents could be brought back to the Council if needed.

Mr. Bulson stated he would prefer that the item be pulled and not considered at this time.

Motion by Klein, second by Piekarski Krech, to reconsider Item 4H.

Ayes: 5
Nays: 0 Motion carried.

Motion by Klein, second by Piekarski Krech, to table item to September 13, 2010

Ayes: 5
Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Mark Stangl, 10120 Cloman Path, thanked the City Engineer for handling a truck traffic concern within his neighborhood. He explained that 40-50 trucks a day were traveling through his neighborhood to haul materials to Total Construction. He stated the City Engineer changed the route the trucks were taking to alleviate the neighbors' concerns.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2010 Pavement Management Program, City Project No. 2010-09C – Blaine Avenue (South Area) Mill and Overlay

Mr. Kaldunski stated the project would entail a bituminous mill and overlay of Blaine Avenue to include a full street width 2.5 inch depth mill, miscellaneous curb replacement, storm sewer casting adjustments, miscellaneous street repair, new pedestrian ramps, 2.5 inch bituminous wear course overlay and striping. He explained the south area of Blaine Avenue was constructed in 1985 and the average pavement condition index was 47 out of 100. He noted that ratings from 33 to 66 warrant a mill and overlay. He explained Braun Intertec took core samples in the street and sidewalk areas, analyzed them, and recommended a mill and overlay due to the wearing course layer having insufficient density and showing signs of surface pop-out. He stated that the underlying bituminous layers are considered to be in good condition.

Mr. Kaldunski stated an independent appraising firm, Metzen Appraisals, performed a benefit analysis. He explained that Metzen Appraisals provided the opinion that the project would provide a benefit up to $4,000 for each single-family parcel that is assessable per policy. He explained the total estimated project cost is $203,990 and the proposed city cost would be $157,130, with $46,860 being specially assessed. He identified the General Fund, Pavement Management Fund, and the Utility Fund as funding sources for the project. He stated an informational meeting was held and four residents attended, representing three out of the ten single family parcels designated to be assessed. He noted the residents generally supported the project provided the recommended assessment caps were followed. He reviewed the proposed project schedule and stated the bid opening would be on September 17, 2010.

Michael Newbauer, 6008 Blaine Avenue, stated he received conflicting assessment estimates and questioned why there was such a discrepancy.

Mr. Kaldunski responded that the $4,000 figure is the recommended assessment cap, based on the feasibility study and appraisal analysis that were prepared for the project. He noted that staff estimates project costs very conservatively, and the assessment could not exceed $4,000 if the recommended cap is followed.

Mr. Newbauer stated he has lived in his home since 2004 and has never seen any improvements or maintenance done on the street.

Mr. Kaldunski stated the mill and overlay can be done now at a lower cost versus postponing the project a few years and having to perform a full reconstruction.

Mr. Newbauer also expressed concern regarding the property across from his house that is routinely used as a dump site.

Mr. Thureen indicated that the City uses a portion of the site as a temporary holding area for sand soils.

Mayor Tourville opined that the City needs to do a better job controlling the access to the site. He stated that nobody has approval from the City to use the property as a dump site.

Mark Colburn, 5986 Blaine Avenue, explained he has lived in his home for five years and has not seen any maintenance done on the road, other than the patching of potholes. He explained that he has 97 feet of property on Blaine Avenue, and doesn't feel that is worth a $4,000 assessment. He stated that Blaine Avenue is a collector street and it is unfair to expect 10 property owners to bear the cost of the project when over half of the benefitting area is state property.

Mayor Tourville responded that the project is unique in that the state parcels cannot be assessed. He explained that the City is covering a large portion of the cost to counteract the inability to assess the State.

Councilmember Klein how much the City contributed to the Blaine Avenue project that was done to the south of 70th Street.

Mr. Thureen indicated that the same policy was followed, and the project was an 80/20 split. He noted that the methodology acknowledges wider collector streets.

Mayor Tourville stated that they are only dealing with estimates at this point, and the numbers being discussed are not the final assessments. He opined that the project needs to be done and additional funding can be looked at after the bids have been received.

Mr. Kuntz stated the current financing for the project indicates the assessment portion is at or near 20% of the total project cost. He explained if 20% of the project is not assessed the City cannot bond for the project.

Councilmember Klein stated the project needs to be done.

Councilmember Madden opined that if the project was delayed a full street reconstruction would be needed and the cost would be significantly higher. He stated the roads need to be maintained and the project needs to be done.

Motion by Piekarski Krech, second by Klein, to close the public hearing.

Ayes: 5
Nays: 0 Motion carried.

Motion by Klein, second by Grannis, to adopt Resolution No. 10-133 Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2010 Pavement Management Program, City Project No. 2010-09C – Blaine Avenue (South Area) Mill and Overlay

Ayes: 5
Nays: 0 Motion carried.

7. <u>REGULAR AGENDA:</u>

COMMUNITY DEVELOPMENT:

A. TEMO SUNROOMS AND EXTERIORS; Consider Resolution relating to a Variance from Front Yard Setbacks to Construct a Sunroom Addition for Property Located at 1634 Upper 55th St.

Mr. Link explained the applicant requested a variance to construct a 216 square foot porch addition on the west side of the existing home. He stated the lot is a corner lot and the addition would be located 17 feet from the front property line whereas 30 feet is the required setback to allow the construction of a porch addition on the west side of the house. He noted when the house was built in 1969 it was not a corner lot and it abutted the property to the west. He explained the lot was platted in 1974 and at this time right-of-way dedication was required for Asher Avenue and created a corner lot. He stated corner lots have more restrictive setbacks than interior lots because they have two front yards by definition. He stated both planning staff and the Planning Commission recommended approval of the request. He noted that the

porch addition would not impact traffic visibility and it would not cause the home to be out of character with the neighborhood. He explained the hardship was found to exist in that the home was constructed prior to the dedication of right-of-way for Asher Avenue, which created a more restrictive setback for the west property line, and changed the designation from a side yard to front yard for setback requirements.

Motion by Klein, second by Madden, to adopt Resolution No. 10-134 relating to a Variance from Front Yard Setbacks to Construct a Sunroom Addition for Property Located at 1634 Upper 55th St.

Ayes: 5
Nays: 0 Motion carried.

B. CITY OF INVER GROVE HEIGHTS; Consider Resolution Electing to Continue Participating in the Local Housing Incentives Account Program under the Metropolitan Livable Communities Act

Mr. Link stated the City has an opportunity to again participate in the Livable Communities Program. He explained the program is a voluntary, incentive-based approach to address regional affordable and life cycle housing needs while providing funds to cities to assist them in carrying out their development plan. He noted Inver Grove Heights has participated in the program since it began in the mid -1990's. He explained that in order to participate the City must agree to goals for affordable housing and life cycle housing and work towards those goals over the next decade. He stated the Metropolitan Council's approach to establishing goals is different from previous occasions because it acknowledges the reality of limited funding that is available to cities, and expresses the goals as a range rather than a specific number. He explained the range for the affordable housing goal is between 610 to 871 dwelling units over the next decade. He noted the high end of the range represents the City's share of the region's affordable housing needs as reflected in the Metropolitan Council Development Guide and the Inver Grove Heights Comprehensive Plan, and the low end of the range represents the number of units that the Metropolitan Council believes can be accomplished with funding that is currently available. He explained the Metropolitan Council established a range of 870 to 2652 dwelling units over the next decade for the life cycle housing goal, which would include affordable housing as well as housing for the young and seniors. He stated in exchange for establishing these housing goals, the Local Housing Incentives Account Program provides the City the opportunity to seek grants. He noted the City has already made application for such a grant, in the amount of $48,000 for the Concord Neighborhood Studies. He stated the City is also required to prepare a Housing Action Plan by December 1st.

Councilmember Klein asked if any cities in Dakota County have elected not to participate in the program.

Mr. Link responded that he was unsure of the participants, but knew that Eagan did not participate several years ago.

Councilmember Klein expressed concern regarding the goal for life-cycle housing.

Mr. Link explained that the City would work to achieve the goal over a period of ten years.

Mayor Tourville noted that if the City does not participate in the program, they would not be eligible to receive any grant money.

Councilmember Madden commented that participation in the program does not guaranteed that the City will receive the grant money. He questioned if there were any other incentives for participation.

Mr. Link reiterated that the incentive for participation is the opportunity to receive grant funding.

Motion by Klein, second by Piekarski Krech, to adopt Resolution No. 10-135 Electing to Continue Participating in the Local Housing Incentives Account Program under the Metropolitan Livable Communities Act

Ayes: 5
Nays: 0 Motion carried.

PARKS AND RECREATION:

C. CITY OF INVER GROVE HEIGHTS; Consider Approval of the Mississippi River Regional Trail – Cahill to Mn DOT Frontage Road

Bruce Blair, Dakota County, explained the Mississippi River Regional Trail will generally be an off-road, two-way, multi-use trail with a 20 foot easement and a 10 foot bituminous surface. He stated the design speed for the trail is 20 mph. He explained the trail will extend over 27 miles along the Mississippi River, from South St. Paul to Hastings, and will provide scenic views of the river and connections to local parks and trails. He reviewed the section of the trail that is already constructed, and stated the section along Cahill Avenue to the Mn/DOT frontage road is already funded and construction is scheduled to begin next year. He stated the County hosted an Open House on May 19th to get public feedback regarding the alignment for the trail. He reviewed the alignment alternatives and noted that they all share the same route along the west side of Cahill Avenue until the trail reaches Pine Bend Elementary School. He stated the park-lake alternative was met with positive response. He explained that both park-lake alignments would utilize the old road on the west side of the lake, and have the least amount of impact on affected property owners. He noted that the preferred option, C2, would require negotiations with the railroad for temporary easements to eliminate the need for a double crossing. He explained that the County would like the City's concurrence with the preferred park-lake alignment so engineering plans can be developed in anticipation of negotiations with the railroad and final plans with details can then be brought back to the City for approval.

Councilmember Madden questioned how close the trail would be to neighbors along the park-lake (C2) option.

Mr. Blair responded the closest distance would be approximately 200 feet.

Mayor Tourville stated the number one overall concern was safety and the park-lake alternative seems to address that concern. He noted that everyone involved with the alignment of the trail wants to affect the least number of residents.

Councilmember Klein opined that option C2 with only one crossing would be his preferred alignment.

Mr. Kuntz questioned if the County intended to come back to the Council for approval of the park-lake alignment, C1 option if after discussions the railroad will not agree to option C2.

Mr. Blair reiterated that the County Board has identified the C2 option of the park-lake alignment as their preferred alignment. He added that if that alignment is not feasible after discussions with the railroad, the direction from the County Board is to proceed with option C1. He stated the County would like the City to concur with that plan.

Mayor Tourville clarified that the County would return to the Council with plans and specifications after the final alignment is determined.

Mr. Blair responded that the City Council would be asked to approve plans and specifications after they are developed and an alignment has been finalized.

Motion by Klein, second by Madden, to approve the Park Lake Trail alignment and to identify Option C2 as the preferred alignment; if Option C2 is found to be unfeasible, to proceed with the plans and specifications for Option C1.

Ayes: 5
Nays: 0 Motion carried.

PUBLIC WORKS:

D. CITY OF INVER GROVE HEIGHTS; Accept Proposal from SRF to Conduct an Improvement Cost Allocation Analysis for the Pending Assessments on City Project No. 2000-10, TH 52/117th Street Interchange

Mr. Thureen explained the City was the lead agency on the improvement project, which constructed a new interchange at TH 52 and 117th Street including a new bridge at TH 52 and three signals at nearby intersections. He stated the project was completed with a Cooperative Agreement involving Mn/DOT, Inver Grove Heights, and other agencies at the federal level. He noted SRF Consulting Group was the engineer on the project.

Mr. Thureen stated the City's share of the constructions costs is approximately $410,000, and the Feasibility Study and preliminary assessment roll prepared by SRF outlined the assessment area. He explained the project costs were to be allocated based on the traffic generated by existing and future developments using trip generations. He stated the Feasibility Study presented a number of alternatives for calculating assessments, and at the time the project was ordered no consensus could be reached on an assessment methodology. He explained since the original study was done a number of industry improvements were made in the method of allocating project costs based on trip generation. He stated a significant amount of local change and development in the area also occurred as a result of projects such as the Southern Trunk Sanitary Sewer east and west segments, Clark Road improvements, East Service Drive and Briggs Drive sanitary sewer improvements. He noted the changes in the area are substantial enough to warrant an update to the cost allocation.

Mr. Thureen stated the City approached SRF for a proposal to update the cost allocations in 2010, and the analysis will become the basis of the final assessments for the project. He explained the analysis would include a review of the cost allocations to the originally notified assessment area and a second analysis would be done to review the effects of the City improvements on the traffic that benefitted from the interchange. He noted that the City would be able to assess the original property owners and may consider collecting some funds through development agreements for parcels that were not originally included in the improvement area. He stated SRF submitted a proposal for the scope of work in the amount of $28,700.

Motion by Piekarski Krech, second by Madden, to accept proposal from SRF to conduct an Improvement Cost Allocation Analysis for the Pending Assessments on City Project No. 2000-10, TH 52/117th Street Interchange

Ayes: 5
Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Resolution Approving Agreement for Sanitary Sewer to Serve Praxair, Inc. from Clark Road

Mr. Thureen explained that following the construction of the Southern Sanitary Sewer, the owners of Praxair, Inc. requested that a sanitary sewer lateral be extended to serve their facilities because they were also planning some private sewer construction within their site at the same time. He stated Praxair, Inc. will build a public sewer across land owned by Xcel Energy this fall and have been working to secure the necessary public drainage and utility easement. He explained the City has received application from the property owners to install the sanitary sewer lateral on the easements and to connect the buildings to this sewer. He stated the improvement agreement would memorialize the construction responsibilities of the applicant and the City with respect to the maintenance and operation of the sanitary sewer. He noted that the public sewer would be accepted by the City after the completion of the project easements from Praxair, Inc. and Xcel Energy.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 10-136 approving agreement for sanitary sewer to serve Praxair, Inc. from Clark Road

Ayes: 5
Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 1 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – Low Voltage Contractors

Ms. Teppen explained change order number one is for Low Voltage Contractors, a subcontractor doing the majority of the work related to building security and access for the project. She stated the four items included in the change order total $4,806.

Motion by Madden, second by Klein, to approve Change Order No. 1 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – Low Voltage Contractors

Ayes: 5
Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 13 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen explained that the change order was comprised of seven items totaling $4,343, for a revised contract total of $11,863,272.00. She noted that change orders are funded from the project contingency, which has a balance of $260,119.

Councilmember Piekarski Krech questioned who is responsible for not knowing what the code requirements are for the item related to Stair A infill plates. She also questioned why the location of the paper towel dispensers was not planned to accommodate the hand dryers. She stated she is concerned by the change orders that appear to be simple items that should have been figured out and appropriately planned from the beginning.

Motion by Madden, second by Grannis, to approve Change Order No. 13 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 5
Nays: 0 Motion carried.

H. CITY OF INVER GROVE HEIGHTS; Approve Purchase of Mail Storage Unit for Squad Room and Cabinet Records Room for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen stated two pieces of furniture for the Police Department were left off the recent furniture package, a mail slot unit and a 15 foot cabinet for storage of materials in the records room. She explained they received a quote for both pieces of furniture and the total, including installation, was $5,861.87.

Motion by Klein, second by Madden, to approve the purchase of a Mail Storage Unit for Squad Room and Cabinet Records Room for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 5
Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Mayor Tourville reminded residents about the upcoming events for Inver Grove Heights Days, September 9th – 12th, and Fall Clean Up Day on Saturday, September 18th.

Mr. Lynch stated there will be a Special City Council meeting on Monday, August 30th at 6:00 p.m. to discuss the Economic Development Authority.

9. ADJOURN: Motion by Klein, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 9:37 p.m.

INVER GROVE HEIGHTS CITY COUNCIL MEETING
AUGUST 30, 2010 – 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in special session on Monday, August 30, 2010 in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Grannis, Klein, and Madden; City Administrator Lynch, City Attorney Kuntz, and Community Development Director Link.

ECONOMIC DEVELOPMENT AUTHORITY (EDA): Discuss Reaffirming the Economic Development Authority and the More Active Use of the EDA

Mr. Lynch summarized recent City Council discussions of the EDA and requested City Council direction on establishing future meetings, activities, and funding for the EDA. Mr. Lynch introduced Kirstin Barsness of Barsness Consulting.

Ms. Barsness referenced material which had been distributed to the City Council in their weekly packet and distributed her PowerPoint presentation. She presented information regarding EDAs:

- Statutory requirements
- General powers and comparison to regular municipal powers and Housing and Redevelopment Authority (HRA) powers
- Specific powers
- Financing powers
- Levy powers
- Financing of operation
- Financing of programs and projects
- Organization

Mr. Lynch stated that the City could further explore programs and projects that the EDA could establish and various financing tools that might be available.

Mr. Link reviewed the status of Concord Boulevard planning and redevelopment and stated that EDA powers may be helpful in pursuing such redevelopment. He noted that there are other potential redevelopment sites where an EDA could provide assistance, such as the Highway 52/Gun Club property.

Mr. Kuntz stated that there is a need to have bond counsel provide an opinion on whether it is necessary to reaffirm the EDA. Otherwise, the City Council would be required to hold another public hearing. He also stated that the EDA would need bylaws.

In response to a question from Councilmember Grannis, Ms. Barsness stated that the only disadvantage to an EDA is the time and effort necessary to run an EDA.

Mayor Tourville expressed his support for the EDA, stating that many other cities, including smaller municipalities, have established and used EDAs. He stated that the EDA board should consist of City Council members and that EDA activities should be managed by existing staff.

Councilmember Madden complimented Ms. Barsness on the presentation and expressed an interest in exploring the EDA further.

City Council directed staff to research the legal issues raised by the City Attorney Kuntz and establish a subsequent meeting in late October or early November for further discussion of the EDA.

ADJOURN: The meeting was adjourned at 7:20 p.m.

DRAFT

AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	September 13, 2010		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Cathy Shea 651-450-2521	X	Amount included in current budget
Prepared by:	Cathy Shea Asst. Finance Director		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of August 19, 2010 to September 8, 2010.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending September 8, 2010. The detail of these disbursements is attached to this memo.

General & Special Reveune	$300,348.26
Debt Service & Capital Projects	1,393,326.23
Enterprise & Internal Service	193,784.40
Escrows	10,582.16
Grand Total for All Funds	$1,898,041.05

If you have any questions about any of the disbursements on the list, please call Vickie Gray, Accounting Technician at 651-450-2515 or Cathy Shea, Asst. Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period August 19, 2010 to September 8, 2010 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING SEPTEMBER 8, 2010

WHEREAS, a list of disbursements for the period ending September 8, 2010 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 Reveune	$300,348.26
Debt Service & Capital Projects	1,393,326.23
Enterprise & Internal Service	193,784.40
Escrows	10,582.16
Grand Total for All Funds	$1,898,041.05

Adopted by the City Council of Inver Grove Heights this 13th day of September, 2010.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/25/2010	101915	ACE PAINT & HARDWARE	503717	101-6000-451.60-65		8/2010	9.59
			503799	101-6000-451.60-65		8/2010	9.59
						* Total	19.18
08/25/2010	101917	AFSCME COUNCIL 5	8/7 - 8/20	101-0000-203.10-00		8/2010	884.72
						* Total	884.72
08/25/2010	101919	AMERICAN PLANNING ASSOC	member; tom link	101-3000-419.50-70		8/2010	500.00
						* Total	500.00
08/25/2010	101920	AMERICAN PLANNING ASSOC	zoning practice	101-3000-419.50-70		8/2010	85.00
						* Total	85.00
08/25/2010	101923	BAILEY, KIM	emt course	101-4200-423.50-70		8/2010	195.00
						* Total	195.00
08/25/2010	101924	BAILEY'S INC	P01275440016	101-6000-451.60-40		8/2010	65.90
						* Total	65.90
08/25/2010	101925	BERGUM, ERIC	fuel	101-4200-423.50-65		8/2010	52.00
						* Total	52.00
08/25/2010	101929	BRANDT, BRIAN	EXPENSE REPORT	101-4200-423.40-42		8/2010	61.60
						* Total	61.60
08/25/2010	101934	CITY OF BURSNSVILLE	TRAINING	101-4000-421.50-80		8/2010	65.00
						* Total	65.00
08/25/2010	101935	CITY OF SAINT PAUL	115083	101-5200-443.60-16		8/2010	1,489.79
			115198	101-4000-421.40-42		8/2010	292.76
						* Total	1,782.55
08/25/2010	101937	COPY RIGHT	48231	101-4000-421.50-30		8/2010	72.76
						* Total	72.76
08/25/2010	101938	CRAWFORD DOOR SALES COM	125687	101-4200-423.40-40		8/2010	139.50
						* Total	139.50
08/25/2010	101939	CULLIGAN	acct 157984591006	101-4200-423.70-50		8/2010	5.30
						* Total	5.30
08/25/2010	101940	CULLIGAN	acct 157984591188	101-4200-423.60-65		8/2010	85.10
						* Total	85.10
08/25/2010	101942	DAKOTA CTY PARKS DEPT	REGISTRATION	101-6000-451.60-16		8/2010	175.00
						* Total	175.00
08/25/2010	101943	DAKOTA CTY TREASURER-AU	JUN 10	101-4000-421.70-30		8/2010	1,339.50
			JUN 10	101-4200-423.70-50		8/2010	1,386.50
			JUN 10	101-5200-443.30-70		8/2010	47.00
						* Total	2,773.00
08/25/2010	101944	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		8/2010	1,034.86

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	1,034.86
08/25/2010	101945	DANNER LANDSCAPING	7527	101-6000-451.60-16		8/2010	106.88
			7528	101-6000-451.60-16		8/2010	667.97
			7539	101-6000-451.60-16		8/2010	1,202.34
			7540	101-6000-451.60-16		8/2010	213.75
			7541	101-6000-451.60-16		8/2010	1,068.75
			7558	101-6000-451.60-16		8/2010	935.16
						* Total	4,194.85
08/25/2010	101947	EVIDENT CRIME SCENE PRO	55164A	101-4000-421.60-65		8/2010	111.00
						* Total	111.00
08/25/2010	101948	FORSYTHE, ELLEN	license canceled	101-0000-321.75-00		8/2010	225.00
						* Total	225.00
08/25/2010	101950	G & K SERVICES	acct 7494701	101-5200-443.60-45		8/2010	16.04
			acct 7494701	101-6000-451.60-45		8/2010	61.34
						* Total	77.38
08/25/2010	101957	HEALTH PARTNERS	SEPTEMBER	101-0000-203.07-00		8/2010	92,499.55
			SEPTEMBER	101-0000-203.08-00		8/2010	6,814.19
						* Total	99,313.74
08/25/2010	101958	HEALTH PARTNERS	cobra	101-0000-203.07-00		8/2010	1,647.14
			cobra	101-0000-203.08-00		8/2010	274.03
						* Total	1,921.17
08/25/2010	101960	HILLYARD INC	6413063	101-4200-423.60-11		8/2010	233.74
						* Total	233.74
08/25/2010	101962	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-4200-423.60-40		8/2010	32.12
						* Total	32.12
08/25/2010	101964	IN SEASON MECHANICAL LL	802	101-6000-451.40-40		8/2010	7,325.00
						* Total	7,325.00
08/25/2010	101969	KIMBALL MIDWEST	1596894	101-5200-443.60-16		8/2010	269.00
						* Total	269.00
08/25/2010	101971	KUENZI, KATIE	renewal cpr certification	101-4200-423.50-70		8/2010	25.00
						* Total	25.00
08/25/2010	101972	LANOUE, ANN	mileage - training	101-2000-415.50-65		8/2010	24.17
						* Total	24.17
08/25/2010	101975	LILLIE SUBURBAN NEWSPAP	ORDIANCE 1213	101-1100-413.50-25		8/2010	34.13
						* Total	34.13
08/25/2010	101978	LOCAL GOVERNMENT INFORM	32523	101-4000-421.70-30		8/2010	3,830.00
						* Total	3,830.00
08/25/2010	101980	MAGC	WW10IGH	101-1100-413.50-80		8/2010	60.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	60.00
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		8/2010	1,877.96
			policy 0027324	101-1100-413.20-62		8/2010	67.14
			policy 0027324	101-2000-415.20-62		8/2010	96.63
			policy 0027324	101-3000-419.20-62		8/2010	39.41
			policy 0027324	101-3200-419.20-62		8/2010	30.53
			policy 0027324	101-3300-419.20-62		8/2010	58.51
			policy 0027324	101-4000-421.20-62		8/2010	495.67
			policy 0027324	101-4200-423.20-62		8/2010	41.08
			policy 0027324	101-5000-441.20-62		8/2010	25.08
			policy 0027324	101-5100-442.20-62		8/2010	102.87
			policy 0027324	101-5200-443.20-62		8/2010	74.26
			policy 0027324	101-6000-451.20-62		8/2010	94.29
						* Total	3,003.43
08/25/2010	101990	MN SOCIETY OF CPA'S	ann lanoue	101-2000-415.50-80		8/2010	687.00
						* Total	687.00
08/25/2010	101995	NEWMAN SIGNS INC	TI0224618	101-5200-443.60-16		8/2010	1,316.70
						* Total	1,316.70
08/25/2010	101997	NEXTEL COMMUNICATIONS	acct 487383319	101-6000-451.50-20		8/2010	403.55
						* Total	403.55
08/25/2010	101998	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		8/2010	38.02
						* Total	38.02
08/25/2010	101999	NEXTEL COMMUNICATIONS	acct 641378810033	101-4200-423.50-20		8/2010	39.99
						* Total	39.99
08/25/2010	102000	NORTHERN AIR CORP	67716	101-4200-423.40-40		8/2010	245.75
						* Total	245.75
08/25/2010	102007	OPTUMHEALTH FINANCIAL S	119568	101-1100-413.30-55		8/2010	13.30
			119568	101-2000-415.30-55		8/2010	28.70
			119568	101-3000-419.30-55		8/2010	8.30
			119568	101-3200-419.30-55		8/2010	4.15
			119568	101-3300-419.30-55		8/2010	16.45
			119568	101-4000-421.30-55		8/2010	57.00
			119568	101-5000-441.30-55		8/2010	5.65
			119568	101-5100-442.30-55		8/2010	24.60
			119568	101-6000-451.30-55		8/2010	5.03
						* Total	163.18
08/25/2010	102010	PRAIL, RYAN V	lunch - training	101-4000-421.50-75		8/2010	12.24
						* Total	12.24
08/25/2010	102014	PX PRODUCTS CO	5261	101-6000-451.60-11		8/2010	115.08
						* Total	115.08
08/25/2010	102015	QWEST	acct 6515520672	101-6000-451.50-20		8/2010	41.55
						* Total	41.55

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/25/2010	102016	QWEST	acct 6514530219	101-6000-451.50-20		8/2010	41.55
						* Total	41.55
08/25/2010	102020	RHEAUME, MELISSA	mileage	101-1100-413.50-65		8/2010	135.80
			mileage	101-1200-414.50-65		8/2010	26.00
			lunch - elections	101-1200-414.50-75		8/2010	63.36
			mileage	101-1200-414.60-65		8/2010	43.35
						* Total	268.51
08/25/2010	102025	SAFETY MEETING OUTLINES	DAILY LOGS	101-3300-419.50-30		8/2010	177.00
						* Total	177.00
08/25/2010	102032	SOUTH ST PAUL, CITY OF	street light	101-0000-207.09-00		8/2010	33.00
						* Total	33.00
08/25/2010	102034	ST CLOUD TECHNICAL COLL	93023	101-4200-423.50-80		8/2010	90.00
						* Total	90.00
08/25/2010	102041	TWIN CITY SEED COMPANY	23697	101-6000-451.60-16		8/2010	6,083.86
			23697	101-6000-451.60-30		8/2010	339.33
			23724	101-6000-451.60-16		8/2010	1,635.19
						* Total	8,058.38
08/25/2010	102042	UNITED WAY	8/7 - 8/20	101-0000-203.13-00		8/2010	178.00
						* Total	178.00
08/25/2010	102044	US POSTMASTER	ADMIN MAILING	101-1100-413.50-25		8/2010	2,029.40
						* Total	2,029.40
08/25/2010	102045	VERMEER SALES & SERVICE	WO7545	101-5200-443.40-66		8/2010	103.48
			WO7545	101-6000-451.40-50		8/2010	692.52
						* Total	796.00
08/25/2010	102046	VIKING PAINTS, INC.	33910	101-6000-451.60-16		8/2010	569.12
			33952	101-6000-451.60-16		8/2010	569.12
						* Total	1,138.24
08/25/2010	102048	WEBER, JOE	training	101-4200-423.40-40		8/2010	37.31
						* Total	37.31
08/25/2010	102049	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		8/2010	119.75
			acct 5147791673	101-6000-451.40-20		8/2010	1,311.84
						* Total	1,431.59
08/25/2010	102050	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		8/2010	38.21
						* Total	38.21
08/25/2010	102051	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		8/2010	1,505.86
			acct 5164318574	101-4200-423.40-20		8/2010	140.68
						* Total	1,646.54
08/25/2010	102053	ZOYA, KENT	wireless presenter	101-4200-423.60-18		8/2010	39.99
						* Total	39.99

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/26/2010	102054	SUMMER ROOFING INC	fire dept repairs	101-4200-423.30-70		8/2010	840.00
						* Total	840.00
08/31/2010	102058	ACE PAINT & HARDWARE	503638	101-4200-423.60-40		8/2010	16.85
						* Total	16.85
08/31/2010	102062	ASPEN EQUIPMENT	99490	101-4200-423.60-45		8/2010	128.85
			99491	101-4200-423.60-45		8/2010	128.85
			99492	101-4200-423.60-45		8/2010	128.85
			99493	101-4200-423.60-45		8/2010	128.85
						* Total	515.40
08/31/2010	102066	BELLEISLE, MONICA	stamps	101-4200-423.50-35		8/2010	44.00
						* Total	44.00
08/31/2010	102068	BIFFS INC	W406348	101-4200-423.30-70		8/2010	75.29
						* Total	75.29
08/31/2010	102069	BITUMINOUS ROADWAYS, IN	17361	101-5200-443.60-16		8/2010	451.33
						* Total	451.33
08/31/2010	102076	CDW GOVERNMENT INC	THQ6235	101-4000-421.60-40		8/2010	2,137.43
						* Total	2,137.43
08/31/2010	102077	CENTRAL WOOD PRODUCTS	12886	101-6000-451.60-16		8/2010	1,848.94
						* Total	1,848.94
08/31/2010	102082	COORDINATED BUSINESS SY	CNIN54137	101-4200-423.50-75		8/2010	236.39
						* Total	236.39
08/31/2010	102084	DAKOTA COMMUNICATIONS C	IG201009	101-4000-421.70-30		8/2010	24,932.00
			IG201009	101-4200-423.70-50		8/2010	12,467.00
						* Total	37,399.00
08/31/2010	102086	DAKOTA CTY PROPERTY REC	MAY 2010	101-2000-415.30-70		8/2010	18.80
			MAY 2010	101-4000-421.30-70		8/2010	4.16
			MAY 2010	101-5100-442.30-70		8/2010	33.04
						* Total	56.00
08/31/2010	102089	DANNER INC	46493	101-5200-443.60-16		8/2010	19.84
						* Total	19.84
08/31/2010	102091	DLT SOLUTIONS INC	3430369	101-5100-442.40-44		8/2010	3,405.87
						* Total	3,405.87
08/31/2010	102098	FEDEX	acct 110125232	101-2000-415.50-35		8/2010	20.10
						* Total	20.10
08/31/2010	102099	FEDEX KINKO'S	acct 9980016701	101-5100-442.50-30		8/2010	22.33
						* Total	22.33
08/31/2010	102105	G & K SERVICES	1182549617	101-5200-443.60-45		8/2010	16.04
			1182549617	101-6000-451.60-45		8/2010	23.63

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	39.67
08/31/2010	102106	G & K SERVICES	1182538590	101-5200-443.60-45		8/2010	16.04
			1182538590	101-6000-451.60-45		8/2010	23.63
						* Total	39.67
08/31/2010	102111	GRAINGER	9273741539	101-5200-443.60-16		8/2010	187.98
						* Total	187.98
08/31/2010	102119	HINDMAN, PETE	EXPENSE REPORT	101-5100-442.50-20		8/2010	56.22
						* Total	56.22
08/31/2010	102121	ICC	1215024	101-3300-419.60-18		8/2010	240.37
						* Total	240.37
08/31/2010	102126	JRK SEED & TURF SUPPLY	23635	101-5200-443.40-66		8/2010	106.88
						* Total	106.88
08/31/2010	102131	LANGUAGE LINE SERVICES	2578205	101-4000-421.50-20		8/2010	10.40
						* Total	10.40
08/31/2010	102136	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		8/2010	240.00
			client 81000e	101-1100-413.30-42		8/2010	7,159.51
			client 81000e	101-2000-415.30-42		8/2010	8.00
			client 81000e	101-3200-419.30-42		8/2010	3,847.15
			client 81000e	101-3300-419.30-42		8/2010	1,328.58
			client 81000e	101-4000-421.30-42		8/2010	64.00
			client 81000e	101-5000-441.30-42		8/2010	1,206.40
			client 81000e	101-5100-442.30-42		8/2010	614.80
			client 81000e	101-6000-451.30-42		8/2010	2,150.92
						* Total	16,619.36
08/31/2010	102137	LEVANDER, GILLEN & MILL	client 92000e	101-4000-421.30-41		8/2010	11,798.55
						* Total	11,798.55
08/31/2010	102144	MINNEAPOLIS OXYGEN CO.	RI07100423	101-4200-423.70-50		8/2010	19.88
						* Total	19.88
08/31/2010	102145	MN BUREAU-CRIM. APPREHE	REGISTRATION	101-4000-421.50-80		8/2010	213.04
						* Total	213.04
08/31/2010	102147	MN GLOVE & SAFETY, INC.	243304	101-5200-443.60-45		8/2010	21.27
			243903	101-5200-443.60-45		8/2010	10.63
						* Total	31.90
08/31/2010	102149	MN LOCKS	101037244	101-5200-443.60-16		8/2010	12.06
						* Total	12.06
08/31/2010	102150	MN NCPERS LIFE INSURANC	SEPT 2010	101-0000-203.16-00		8/2010	384.00
						* Total	384.00
08/31/2010	102157	MUNICIPAL EMERGENCY SER	181038	101-4200-423.50-35		8/2010	197.66
			181038	101-4200-423.60-40		8/2010	4,800.30

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	4,997.96
08/31/2010	102159	NEENAH FOUNDRY COMPANY	717395	101-5200-443.60-16		8/2010	1,913.06
			717398	101-5200-443.60-16		8/2010	3,249.00
						* Total	5,162.06
08/31/2010	102160	NEXTEL COMMUNICATIONS	acct 249383315105	101-5200-443.50-20		8/2010	64.35
						* Total	64.35
08/31/2010	102161	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		8/2010	716.03
						* Total	716.03
08/31/2010	102162	NFPA	membership - jeff schaegg	101-4200-423.50-70		8/2010	150.00
						* Total	150.00
08/31/2010	102168	PINE BEND PAVING, INC.	65010	101-5200-443.60-16		8/2010	228.83
						* Total	228.83
08/31/2010	102173	QWEST	acct 6514559072	101-4200-423.50-20		8/2010	40.09
						* Total	40.09
08/31/2010	102175	RHOMAR INDUSTRIES, INC	67806	101-5200-443.60-16		8/2010	158.41
						* Total	158.41
08/31/2010	102176	SAM'S CLUB	acct 7715090401334891	101-4200-423.60-11		8/2010	47.86
			acct 7715090401334891	101-4200-423.60-40		8/2010	64.28
			acct 7715090401334891	101-4200-423.60-65		8/2010	48.16
						* Total	160.30
08/31/2010	102180	SIRCHIE FINGER PRINT LA	0557430	101-4000-421.60-65		8/2010	435.63
			5574309	101-4000-421.60-65		8/2010	18.25
						* Total	453.88
08/31/2010	102182	SOLBERG AGGREGATE CO	4917	101-5200-443.60-16		8/2010	829.05
						* Total	829.05
08/31/2010	102183	SPRINT	acct 266183728071	101-4200-423.50-20		8/2010	494.00
						* Total	494.00
08/31/2010	102185	SPRINT	acct 166309819	101-4000-421.50-20		8/2010	260.00
						* Total	260.00
08/31/2010	102186	ST. CROIX TREE SERVICE,	59826	101-5200-443.40-66		8/2010	2,244.38
						* Total	2,244.38
08/31/2010	102187	STEENBERG, LUKE	mileage - training	101-4200-423.50-65		8/2010	14.00
						* Total	14.00
08/31/2010	102189	SYLVA CORPORATION	24889	101-6000-451.60-16		8/2010	1,760.77
						* Total	1,760.77
08/31/2010	102190	T MOBILE	acct 494910368	101-5100-442.50-20		8/2010	49.99
						* Total	49.99

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/31/2010	102191	TEPPEN, JENELLE	mileage	101-1100-413.50-65		8/2010	43.13
						* Total	43.13
08/31/2010	102192	TERRI KENISON	AUGUST	101-4200-423.30-70		8/2010	908.44
						* Total	908.44
08/31/2010	102196	TREE TRUST	10297	101-6000-451.70-50		8/2010	900.00
						* Total	900.00
08/31/2010	102199	UNIFORMS UNLIMITED	44260	101-4000-421.60-45		8/2010	79.98
						* Total	79.98
08/31/2010	102203	USA MOBILITY WIRELESS I	T6119266H	101-4000-421.50-20		8/2010	15.67
						* Total	15.67
08/31/2010	102204	VERIZON WIRELESS	acct 580565481	101-5100-442.50-20		8/2010	229.94
						* Total	229.94
09/08/2010	102213	ACE BLACKTOP, INC.	fire station-parking lot	101-4200-423.30-70		9/2010	647.25
						* Total	647.25
09/08/2010	102214	ACE PAINT & HARDWARE	503893	101-4200-423.60-40		9/2010	43.79
						* Total	43.79
09/08/2010	102216	AMERICAN PLANNING ASSOC	membership-h. botten	101-3200-419.50-70		9/2010	265.00
						* Total	265.00
09/08/2010	102219	BAILEY CONSTRUCTION	REMOVE ASPHALT	101-5200-443.40-66		9/2010	3,900.00
						* Total	3,900.00
09/08/2010	102220	BILLMEYER, JESSICA	registration	101-4000-421.50-80		9/2010	79.20
						* Total	79.20
09/08/2010	102221	BODDINGTONS INC	10248	101-6000-451.60-16		9/2010	1,046.84
						* Total	1,046.84
09/08/2010	102223	BROCK WHITE CO LLC	120002935	101-5200-443.60-16		9/2010	1.08
						* Total	1.08
09/08/2010	102229	CITY OF WOODBURY	kim fox	101-3000-419.50-80		9/2010	37.00
			p.tichy/b. plante	101-4000-421.50-80		9/2010	74.00
						* Total	111.00
09/08/2010	102234	CRESCENT ELECTRIC SUPPL	02418481900	101-6000-451.40-40		9/2010	10.68
			02418481901	101-6000-451.40-40		9/2010	16.84
						* Total	27.52
09/08/2010	102236	DAKOTA CTY PUBLIC HEALT	7/15/10	101-1100-413.30-50		9/2010	45.00
						* Total	45.00
09/08/2010	102238	DANIELS, JOHN	fire arms training	101-4000-421.50-75		9/2010	43.46
						* Total	43.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/08/2010	102239	DANNER LANDSCAPING	7578	101-5200-443.60-16		9/2010	10.69
			7599	101-5200-443.60-16		9/2010	60.38
						* Total	71.07
09/08/2010	102243	G & K SERVICES	1182560713	101-5200-443.60-45		9/2010	53.94
			1182560713	101-6000-451.60-45		9/2010	33.86
						* Total	87.80
09/08/2010	102247	GRAINGER	931447325	101-5200-443.60-16		9/2010	95.35
			9316172908	101-5200-443.60-16		9/2010	187.08
						* Total	282.43
09/08/2010	102250	HAUGLAND, DENNIS	lunch - training	101-4000-421.50-75		9/2010	58.26
						* Total	58.26
09/08/2010	102253	INVER GROVE FORD	AUGUST	101-4000-421.70-30		9/2010	266.88
						* Total	266.88
09/08/2010	102260	LOCAL GOVERNMENT INFORM	32625	101-4000-421.70-30		9/2010	288.00
						* Total	288.00
09/08/2010	102265	MN SOCIETY OF CPA'S	attendee cathy shea	101-2000-415.50-80		9/2010	468.00
						* Total	468.00
09/08/2010	102270	PETTY CASH	mn gfoa mtg	101-2000-415.50-75		9/2010	15.00
			bldg offical mtg	101-3300-419.50-80		9/2010	68.00
			copies of keys	101-3300-419.60-40		9/2010	4.26
			caluculator batteries	101-5100-442.60-65		9/2010	7.49
						* Total	94.75
09/08/2010	102271	PINE BEND PAVING, INC.	57710	101-5200-443.60-16		9/2010	350.54
			69110	101-5200-443.60-16		9/2010	864.09
						* Total	1,214.63
09/08/2010	102272	QWEST	acct 6515524055	101-4000-421.50-20		9/2010	120.93
						* Total	120.93
09/08/2010	102275	RCM SPECIALTIES INC	3064	101-5200-443.40-46		9/2010	11,809.50
						* Total	11,809.50
09/08/2010	102280	SEELYE PLASTICS INC	0032389	101-5200-443.60-16		9/2010	262.91
						* Total	262.91
09/08/2010	102281	SENSIBLE LAND USE COALI	huntin/botten	101-3200-419.50-80		9/2010	76.00
						* Total	76.00
09/08/2010	102285	SOLBERG AGGREGATE CO	5008	101-5200-443.60-16		9/2010	483.44
						* Total	483.44
09/08/2010	102287	ST. ONGE, NEAL	batteries	101-4200-423.60-40		9/2010	11.77
						* Total	11.77
09/08/2010	102288	STRAIGHT RIVER MEDIA	1242	101-1100-413.50-32		9/2010	900.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	900.00
09/08/2010	102292	TDS METROCOM	acct 6514502500	101-4000-421.50-20		9/2010	130.27
			acct 6514502500	101-4200-423.50-20		9/2010	156.06
			acct 6514502500	101-6000-451.50-20		9/2010	34.90
						* Total	321.23
09/08/2010	102293	TIMESAVER OFF SITE SECR	AUG 9	101-1100-413.30-70		9/2010	141.00
						* Total	141.00
09/08/2010	102294	TOTAL REPAIR, INC.	22539	101-5200-443.40-66		9/2010	542.47
						* Total	542.47
09/08/2010	102296	UNIFORMS UNLIMITED	44684	101-4000-421.60-45		9/2010	148.84
						* Total	148.84
09/08/2010	102299	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		9/2010	193.18
						* Total	193.18
09/08/2010	102300	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		9/2010	38.25
						* Total	38.25
09/08/2010	102303	XCEL ENERGY	acct 5193598573	101-5400-445.40-20		9/2010	318.76
						* Total	318.76
09/08/2010	102304	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		9/2010	37.19
						* Total	37.19
09/08/2010	102305	XCEL ENERGY	acct 5193897235	101-5400-445.40-20		9/2010	378.12
						* Total	378.12
09/08/2010	102306	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		9/2010	37.03
						* Total	37.03
				147 Checks	** Fund Total		269,415.57
08/25/2010	102021	RIVER HEIGHTS CHAMBER O	june 2010	201-1600-465.30-70		8/2010	1,592.50
			june 2010	201-1600-465.40-65		8/2010	200.00
						* Total	1,792.50
08/31/2010	102067	BENGTSON, NICOLE	mileage	201-1600-465.50-65		8/2010	38.60
			food	201-1600-465.50-75		8/2010	11.95
						* Total	50.55
09/08/2010	102263	MAJORS SPORTS CAFE	10 - $25 cards	201-1600-465.50-25		9/2010	250.00
						* Total	250.00
09/08/2010	102267	OLD WORLD PIZZA	10 -$25 cards	201-1600-465.50-25		9/2010	250.00
						* Total	250.00
09/08/2010	102276	RIVER HEIGHTS CHAMBER O	578	201-1600-465.30-70		9/2010	1,592.50
			578	201-1600-465.40-65		9/2010	200.00
						* Total	1,792.50

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				5 Checks	** Fund Total		4,135.55
08/31/2010	102087	DAKOTA CTY TREASURER	8241	399-9000-570.30-70		8/2010	3,743.44
						* Total	3,743.44
				1 Checks	** Fund Total		3,743.44
08/31/2010	102087	DAKOTA CTY TREASURER	8246	421-5912-721.30-30	0112	8/2010	326.65
						* Total	326.65
				1 Checks	** Fund Total		326.65
08/31/2010	102136	LEVANDER, GILLEN & MILL	client 81000e	423-5903-723.30-42	0303	8/2010	426.90
						* Total	426.90
				1 Checks	** Fund Total		426.90
09/08/2010	102227	CENTRAL LANDSCAPING	1022	425-5907-725.80-30	0507	9/2010	1,580.00
						* Total	1,580.00
09/08/2010	102290	SUNDE ENGINEERING PLLC	20715	425-5922-725.30-70	0522	9/2010	3,851.25
						* Total	3,851.25
				2 Checks	** Fund Total		5,431.25
08/25/2010	102009	PARK CONSTRUCTION COMPA	clark road ext	427-5917-727.80-30	0717	8/2010	3,338.17
						* Total	3,338.17
08/31/2010	102129	KIMLEY-HORN & ASSOCIATE	4232045	427-5917-727.30-30	0717	8/2010	518.09
						* Total	518.09
				2 Checks	** Fund Total		3,856.26
08/25/2010	101952	GLOBAL EQUIPMENT COMPAN	103630213	428-5918-728.80-50	0818	8/2010	533.92
						* Total	533.92
08/31/2010	102060	APPLIED ECOLOGICAL SERV	21004	428-5922-728.30-70	0822	8/2010	224.96
						* Total	224.96
08/31/2010	102101	FLUID INTERIORS LLC	13463	428-5918-728.80-50	0818	8/2010	14,471.94
						* Total	14,471.94
08/31/2010	102107	GENERAL OFFICE PRODUCTS	332529	428-5918-728.80-50	0818	8/2010	8,917.63
						* Total	8,917.63
08/31/2010	102108	GENERAL OFFICE PRODUCTS	332253	428-5918-728.80-50	0818	8/2010	19,161.27
			332254	428-5918-728.80-50	0818	8/2010	13,346.68
						* Total	32,507.95
08/31/2010	102122	INTEREUM INC	350356	428-5918-728.80-50	0818	8/2010	4,695.44
						* Total	4,695.44
08/31/2010	102206	VINYL PRODUCTS MFG INC	045152	428-5918-728.80-50	0818	8/2010	668.47

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	668.47
09/08/2010	102251	HENRICKSEN PSG	455635	428-5918-728.80-50	0818	9/2010	25,947.11
			455636	428-5918-728.80-50	0818	9/2010	16,834.65
						* Total	42,781.76
09/08/2010	102259	LEIGHTON, KEVIN	300003	428-5918-728.80-61	0818	9/2010	375.00
						* Total	375.00
09/08/2010	102264	MCGHIE BETTS, INC	19903	428-5918-728.70-60	0818	9/2010	604.00
			19904	428-5918-728.70-60	0818	9/2010	228.00
						* Total	832.00
09/08/2010	102282	SERVICEMASTER PROFESSIO	68993	428-5918-728.70-60	0818	9/2010	3,669.03
						* Total	3,669.03
09/08/2010	102283	SHAW-LUNDQUIST ASSOCIAT	city hall addition	428-5918-728.80-20	0818	9/2010	318,703.65
						* Total	318,703.65
09/08/2010	102295	TWELL ENVIRONMENTAL INC	104610	428-5918-728.70-60	0818	9/2010	3,633.00
						* Total	3,633.00
				13 Checks	** Fund Total		432,014.75
08/25/2010	102027	SHORT ELLIOTT HENDRICKS	233958	429-5924-729.30-70	0924	8/2010	7,363.53
						* Total	7,363.53
09/08/2010	102224	BURSCHVILLE CONSTRUCTIO	well no 9,phase 2	429-5929-729.80-30	0929	9/2010	90,739.92
						* Total	90,739.92
09/08/2010	102241	EMMONS & OLIVIER RESOUR	9500272	429-5901-729.30-30	0901	9/2010	903.10
						* Total	903.10
				3 Checks	** Fund Total		99,006.55
08/31/2010	102059	AMERICAN ENGINEERING TE	48340	430-5912-730.30-34	1012	8/2010	1,890.90
						* Total	1,890.90
				1 Checks	** Fund Total		1,890.90
08/25/2010	101922	ASTECH CORP	sealcoating	440-5900-740.40-46	1009B	8/2010	205,380.50
						* Total	205,380.50
08/25/2010	102024	RYAN CONTRACTING COMPAN	south grove	440-5900-740.80-30	1009D	8/2010	603,961.28
						* Total	603,961.28
08/31/2010	102059	AMERICAN ENGINEERING TE	48340	440-5900-740.30-34	1009D	8/2010	8,214.95
						* Total	8,214.95
08/31/2010	102085	DAKOTA CTY ABSTRACT & T	10349	440-5900-740.30-70	1009D	8/2010	900.00
			10497	440-5900-740.30-70	1009D	8/2010	490.00
			10503	440-5900-740.30-70	1009D	8/2010	490.00
			10504	440-5900-740.30-70	1009D	8/2010	490.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/31/2010	102085	DAKOTA CTY ABSTRACT & T	10648	440-5900-740.30-70	1009D	8/2010	570.00
			10650	440-5900-740.30-70	1009D	8/2010	570.00
						* Total	3,510.00
08/31/2010	102129	KIMLEY-HORN & ASSOCIATE	4207825	440-5900-740.30-30	0909D	8/2010	4,289.30
						* Total	4,289.30
08/31/2010	102136	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	1009D	8/2010	4,133.69
						* Total	4,133.69
08/31/2010	102142	METZEN APPRAISALS	RECERTIFICATION	440-5900-740.30-70	0809F	8/2010	500.00
						* Total	500.00
08/31/2010	102143	METZEN APPRAISALS	CITY PROJECT	440-5900-740.30-70	1009C	8/2010	3,000.00
						* Total	3,000.00
08/31/2010	102146	MN DEPT OF TRANSPORTATI	PA000189961	440-5900-740.30-70	1009D	8/2010	970.00
						* Total	970.00
				9 Checks	** Fund Total		833,959.72
08/25/2010	102032	SOUTH ST PAUL, CITY OF	storm sewer	441-0000-207.08-00		8/2010	40.50
						* Total	40.50
				1 Checks	** Fund Total		40.50
08/25/2010	102035	ST. CROIX TREE SERVICE,	59834	443-5900-743.60-16		8/2010	3,184.88
			60049	443-5900-743.60-16		8/2010	1,688.63
						* Total	4,873.51
				1 Checks	** Fund Total		4,873.51
08/31/2010	102070	BOLTON & MENK, INC.	0134330	446-5920-746.30-30	1020	8/2010	1,421.00
						* Total	1,421.00
08/31/2010	102097	EMMONS & OLIVIER RESOUR	9500281	446-5915-746.30-30	0315	8/2010	1,096.50
						* Total	1,096.50
08/31/2010	102128	KAMISH, KEITH	10103	446-5915-746.80-10	0315	8/2010	2,850.00
						* Total	2,850.00
08/31/2010	102136	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	8/2010	1,485.20
						* Total	1,485.20
09/08/2010	102241	EMMONS & OLIVIER RESOUR	9500272	446-5915-746.30-30	0315	9/2010	903.10
						* Total	903.10
				5 Checks	** Fund Total		7,755.80
08/25/2010	101950	G & K SERVICES	acct 7494701	501-7100-512.60-45		8/2010	4.93
						* Total	4.93
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		8/2010	57.84

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	57.84
08/25/2010	102007	OPTUMHEALTH FINANCIAL S	119568	501-7100-512.30-55		8/2010	23.43
						* Total	23.43
08/25/2010	102032	SOUTH ST PAUL, CITY OF	water	501-7100-512.40-05		8/2010	190.30
						* Total	190.30
08/31/2010	102063	AUTOMATIC SYSTEMS CO	23271 S	501-7100-512.40-42		8/2010	306.36
						* Total	306.36
08/31/2010	102064	BAARS MECHANICAL, INC.	89L	501-7100-512.30-70		8/2010	74.25
						* Total	74.25
08/31/2010	102093	ELROY'S ELECTRIC SERVIC	1317	501-7100-512.40-40		8/2010	179.50
						* Total	179.50
08/31/2010	102105	G & K SERVICES	1182549617	501-7100-512.60-45		8/2010	4.93
						* Total	4.93
08/31/2010	102106	G & K SERVICES	1182538590	501-7100-512.60-45		8/2010	31.33
						* Total	31.33
08/31/2010	102114	HARMON AIR, INC	3087	501-7100-512.40-40		8/2010	130.00
						* Total	130.00
08/31/2010	102115	HAWKINS, INC.	31508505	501-7100-512.60-19		8/2010	569.00
						* Total	569.00
08/31/2010	102116	HD SUPPLY WATERWORKS LT	1614512	501-7100-512.40-42		8/2010	217.50
			1763294	501-7100-512.40-43		8/2010	319.12
						* Total	536.62
08/31/2010	102120	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		8/2010	168.16
						* Total	168.16
08/31/2010	102132	LARSON DATA COMMUNICATI	LDIV10265	501-7100-512.40-42		8/2010	19,382.53
						* Total	19,382.53
08/31/2010	102138	LLOYD'S CONSTRUCTION SE	554335	501-7100-512.40-43		8/2010	148.75
			554589	501-7100-512.40-43		8/2010	106.43
						* Total	255.18
08/31/2010	102139	M. AMUNDSON LLP	92725	501-7100-512.40-43		8/2010	157.50
						* Total	157.50
08/31/2010	102141	METAL SUPERMARKETS	91360307	501-7100-512.60-16		8/2010	22.75
						* Total	22.75
08/31/2010	102151	MN PIPE & EQUIPMENT	0257408	501-7100-512.40-43		8/2010	616.72
						* Total	616.72
08/31/2010	102156	MTI DISTRIBUTING CO	751940	501-7100-512.60-40		8/2010	51.87

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	51.87
08/31/2010	102179	SIGNAL PRO EQUIPMENT	72478	501-7100-512.60-16		8/2010	5.08
						* Total	5.08
08/31/2010	102181	SNAP-ON INDUSTRIAL	ARV12961068	501-7100-512.60-40		8/2010	257.58
						* Total	257.58
08/31/2010	102184	SPRINT	acct 842483314	501-7100-512.50-20		8/2010	276.53
						* Total	276.53
08/31/2010	102193	TKDA	201002397	501-7100-512.30-70		8/2010	1,276.00
						* Total	1,276.00
08/31/2010	102200	UNITED PARCEL SERVICE	acct v4650v	501-7100-512.50-35		8/2010	52.23
						* Total	52.23
08/31/2010	102211	3M	04948660	501-7100-512.60-45		8/2010	166.00
						* Total	166.00
09/08/2010	102214	ACE PAINT & HARDWARE	503907	501-7100-512.60-16		9/2010	3.20
			503919	501-7100-512.60-16		9/2010	12.81
						* Total	16.01
09/08/2010	102218	BAARS MECHANICAL, INC.	95L	501-7100-512.30-70		9/2010	245.68
						* Total	245.68
09/08/2010	102228	CITY OF BLOOMINGTON	AUGUST	501-7100-512.30-70		9/2010	400.00
						* Total	400.00
09/08/2010	102237	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		9/2010	11.19
						* Total	11.19
09/08/2010	102243	G & K SERVICES	1182560713	501-7100-512.60-45		9/2010	4.93
						* Total	4.93
09/08/2010	102245	GOPHER STATE ONE-CALL	80605	501-7100-512.30-70		9/2010	543.75
						* Total	543.75
09/08/2010	102277	SAM'S CLUB	acct 7715090061845624	501-7100-512.40-40		9/2010	115.51
						* Total	115.51
09/08/2010	102284	SHERWIN-WILLIAMS	03647	501-7100-512.40-40		9/2010	45.88
						* Total	45.88
09/08/2010	102292	TDS METROCOM	acct 6514502500	501-7100-512.50-20		9/2010	211.59
						* Total	211.59
				34 Checks	** Fund Total		26,391.16
08/25/2010	101950	G & K SERVICES	acct 7494701	502-7200-514.60-45		8/2010	2.12
						* Total	2.12

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/25/2010	101970	KOLAND, LARRY & STACY	REQUESTED CREDIT REFUND	502-0000-116.00-00		8/2010	87.20
						* Total	87.20
08/25/2010	101974	LIBERTY TITLE INC	REQUESTED CREDIT REFUND	502-0000-116.00-00		8/2010	49.82
						* Total	49.82
08/25/2010	101985	MINNESOTA ABSTRACT & TI	REQUESTED CREDIT REFUND	502-0000-116.00-00		8/2010	22.09
						* Total	22.09
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		8/2010	38.16
						* Total	38.16
08/25/2010	101993	MONDRY, HOWARD & ALICE	REQUESTED CREDIT REFUND	502-0000-116.00-00		8/2010	178.87
						* Total	178.87
08/25/2010	101994	MOSHONAS, DEMETRA	REQUESTED CREDIT REFUND	502-0000-116.00-00		8/2010	105.64
						* Total	105.64
08/25/2010	102007	OPTUMHEALTH FINANCIAL S	119568	502-7200-514.30-55		8/2010	15.62
						* Total	15.62
08/25/2010	102032	SOUTH ST PAUL, CITY OF	sewer	502-7200-514.40-15		8/2010	318.06
						* Total	318.06
08/25/2010	102038	THE SECRETARY OF HUD	REQUESTED CREDIT REFUND	502-0000-116.00-00		8/2010	64.90
						* Total	64.90
08/31/2010	102105	G & K SERVICES	1182549617	502-7200-514.60-45		8/2010	2.12
						* Total	2.12
08/31/2010	102106	G & K SERVICES	1182538590	502-7200-514.60-45		8/2010	13.43
						* Total	13.43
09/08/2010	102243	G & K SERVICES	1182560713	502-7200-514.60-45		9/2010	2.12
						* Total	2.12
				13 Checks	** Fund Total		900.15
08/25/2010	101915	ACE PAINT & HARDWARE	503713	503-8400-525.40-41		8/2010	27.76
						* Total	27.76
08/25/2010	101941	CUSHMAN MOTOR COMPANY I	150845	503-8400-525.40-41		8/2010	459.99
						* Total	459.99
08/25/2010	101949	G & K SERVICES	acct 0157401	503-8600-527.60-45		8/2010	88.65
						* Total	88.65
08/25/2010	101954	GRANDMA'S BAKERY	56218	503-8300-524.76-05		8/2010	46.40
			56528	503-8300-524.76-05		8/2010	46.40
			56795	503-8300-524.76-05		8/2010	46.40
						* Total	139.20
08/25/2010	101966	JJ TAYLOR DIST. COMPANY	1414553	503-8300-524.76-15		8/2010	131.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	131.00
08/25/2010	101967	JOHN DEERE LANDSCAPES/L	acct 269520	503-8600-527.60-35		8/2010	122.91
			acct 269520	503-8600-527.60-50		8/2010	55.65
			acct 269520	503-8600-527.40-42		8/2010	26.12
			acct 269520	503-8600-527.60-30		8/2010	102.60
			acct 269520	503-8600-527.60-08		8/2010	96.19
			acct 269520	503-8600-527.60-35		8/2010	193.63
						* Total	597.10
08/25/2010	101968	KAT-KEY'S LOCK & SAFE C	94549	503-8500-526.60-65		8/2010	258.90
						* Total	258.90
08/25/2010	101977	LITIN	354130	503-8600-527.60-50		8/2010	884.05
						* Total	884.05
08/25/2010	101979	M. AMUNDSON LLP	91799	503-8300-524.76-05		8/2010	140.00
						* Total	140.00
08/25/2010	101981	MARY PETTO	TSJ001	503-8500-526.50-25		8/2010	750.00
						* Total	750.00
08/25/2010	101984	MENARDS - WEST ST. PAUL	76014	503-8600-527.60-12		8/2010	102.13
						* Total	102.13
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	503-8000-521.20-62		8/2010	27.95
			policy 0027324	503-8500-526.20-62		8/2010	25.35
			policy 0027324	503-8600-527.20-62		8/2010	43.30
						* Total	96.60
08/25/2010	102007	OPTUMHEALTH FINANCIAL S	119568	503-8500-526.30-55		8/2010	4.15
			119568	503-8600-527.30-55		8/2010	15.45
						* Total	19.60
08/25/2010	102036	TDS METROCOM	acct 6514573667	503-8500-526.50-20		8/2010	250.19
						* Total	250.19
08/25/2010	102037	TEE TIMES PRESS	10653	503-8500-526.50-25		8/2010	562.50
						* Total	562.50
08/25/2010	102043	US FOODSERVICE	4064216	503-8300-524.60-65		8/2010	139.46
			4064216	503-8300-524.76-05		8/2010	590.79
			4064216	503-8300-524.76-10		8/2010	108.01
						* Total	838.26
08/31/2010	102057	AA PARTY & TENT RENTAL	GOLF TOURNAMENT	503-8300-524.60-65		8/2010	998.80
						* Total	998.80
08/31/2010	102058	ACE PAINT & HARDWARE	503803	503-8400-525.40-41		8/2010	9.06
			503850	503-8300-524.60-65		8/2010	27.63
			503900	503-8300-524.60-65		8/2010	23.47
						* Total	60.16

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/31/2010	102061	ARCTIC GLACIER, INC.	378023401	503-8300-524.60-65		8/2010	68.00
			394022906	503-8300-524.60-65		8/2010	54.60
			396023012	503-8300-524.60-65		8/2010	143.04
			438022500	503-8300-524.60-65		8/2010	97.48
			438023200	503-8300-524.60-65		8/2010	51.92
						* Total	415.04
08/31/2010	102079	COCA COLA BOTTLING COMP	0138516607	503-8300-524.76-10		8/2010	522.38
			0138516608	503-8300-524.76-10		8/2010	75.00-
			0138517009	503-8300-524.76-10		8/2010	662.61
						* Total	1,109.99
08/31/2010	102080	COLLEGE CITY BEVERAGE	715627	503-8300-524.76-15		8/2010	394.60
			715681	503-8300-524.76-15		8/2010	301.25
						* Total	695.85
08/31/2010	102103	FRONTIER AG & TURF	P10836	503-8600-527.40-42		8/2010	794.87
						* Total	794.87
08/31/2010	102104	G & K SERVICES	1182549618	503-8600-527.60-45		8/2010	88.65
			118258591	503-8600-527.60-45		8/2010	83.00
						* Total	171.65
08/31/2010	102110	GERTENS	206101	503-8600-527.60-20		8/2010	45.19
						* Total	45.19
08/31/2010	102112	GRANDMA'S BAKERY	57062	503-8300-524.76-05		8/2010	124.28
			57899	503-8300-524.76-05		8/2010	46.40
			58138	503-8300-524.76-05		8/2010	46.40
			58435	503-8300-524.76-05		8/2010	46.40
			58763	503-8300-524.76-05		8/2010	49.29
			59014	503-8300-524.76-05		8/2010	49.29
			59323	503-8300-524.76-05		8/2010	55.07
			59587	503-8300-524.76-05		8/2010	57.96
			59831	503-8300-524.76-05		8/2010	95.80
			60116	503-8300-524.76-05		8/2010	46.40
			acct 9980016701	503-8300-524.76-05		8/2010	46.40
						* Total	663.69
08/31/2010	102117	HEGGIES PIZZA	1027434	503-8300-524.76-10		8/2010	119.85
						* Total	119.85
08/31/2010	102124	JJ TAYLOR DIST. COMPANY	1424026	503-8300-524.76-15		8/2010	101.00
			1424076	503-8300-524.76-15		8/2010	195.00
						* Total	296.00
08/31/2010	102139	M. AMUNDSON LLP	92265	503-8300-524.76-05		8/2010	143.15
						* Total	143.15
08/31/2010	102140	MENARDS - WEST ST. PAUL	77427	503-8600-527.60-15		8/2010	75.72
						* Total	75.72
08/31/2010	102148	MN GOLF ASSOCIATION, IN	45041302	503-8000-521.70-25		8/2010	513.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/31/2010	102148	MN GOLF ASSOCIATION, IN	45041305	503-8000-521.70-25		8/2010	19.00
						* Total	532.00
08/31/2010	102156	MTI DISTRIBUTING CO	742474	503-8600-527.40-42		8/2010	316.06
			742910	503-8600-527.40-42		8/2010	22.21
			74291001	503-8600-527.60-08		8/2010	85.48
			743258	503-8600-527.60-08		8/2010	165.91
			744217	503-8600-527.60-08		8/2010	380.31
			744416	503-8600-527.60-14		8/2010	117.88
			745863	503-8600-527.40-42		8/2010	242.82
			745887	503-8600-527.40-42		8/2010	70.11
			746936	503-8600-527.60-08		8/2010	1,604.26
			747523	503-8600-527.40-42		8/2010	381.73
			749482	503-8600-527.60-08		8/2010	26.54
			749523	503-8600-527.40-42		8/2010	178.50
			751939CM	503-8600-527.60-08		8/2010	51.75-
						* Total	3,540.06
08/31/2010	102165	OTNESS, LEON	prizes	503-8200-523.76-40		8/2010	244.05
						* Total	244.05
08/31/2010	102194	TOLL GAS & WELDING SUPP	317595	503-8600-527.40-42		8/2010	50.24
						* Total	50.24
08/31/2010	102201	US FOODSERVICE	4166157	503-8300-524.60-65		8/2010	339.29
			4166157	503-8300-524.76-05		8/2010	835.33
			4166157	503-8300-524.76-10		8/2010	28.08
			4209598	503-8300-524.76-05		8/2010	85.64
						* Total	1,288.34
08/31/2010	102202	US FOODSERVICE	4276299	503-8300-524.60-65		8/2010	382.31
			4276299	503-8300-524.76-05		8/2010	596.41
						* Total	978.72
08/31/2010	102209	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		8/2010	2,352.75
						* Total	2,352.75
08/31/2010	102210	YOCUM OIL COMPANY, INC.	2391	503-8600-527.60-21		8/2010	2,189.97
			2867	503-8600-527.60-21		8/2010	1,956.47
			994349	503-8400-525.60-21		8/2010	931.31
						* Total	5,077.75
09/08/2010	102217	ARCTIC GLACIER, INC.	395023901	503-8300-524.60-65		9/2010	33.16
			437023714	503-8300-524.60-65		9/2010	161.80
			460024200	503-8300-524.60-65		9/2010	116.24
						* Total	311.20
09/08/2010	102225	BUSINESS VOICE	GOLF COURSE	503-8500-526.50-25		9/2010	275.00
						* Total	275.00
09/08/2010	102230	COCA COLA BOTTLING COMP	0138517407	503-8300-524.76-10		9/2010	579.46
						* Total	579.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/08/2010	102231	COLLEGE CITY BEVERAGE	715730	503-8300-524.76-15		9/2010	369.25
						* Total	369.25
09/08/2010	102233	COPY RIGHT	48390	503-8000-521.50-30		9/2010	1,458.61
						* Total	1,458.61
09/08/2010	102240	DEX MEDIA EAST	GOLF COURSE	503-8500-526.50-25		9/2010	85.20
						* Total	85.20
09/08/2010	102242	FOOTJOY	3322654	503-8200-523.76-20		9/2010	115.74
			3335253	503-8200-523.76-20		9/2010	32.24
						* Total	147.98
09/08/2010	102248	GRANDMA'S BAKERY	60692	503-8300-524.76-05		9/2010	46.50
			61272	503-8300-524.76-05		9/2010	57.94
			61551	503-8300-524.76-05		9/2010	58.06
			61827	503-8300-524.76-05		9/2010	46.40
			62100	503-8300-524.76-05		9/2010	69.21
			62384	503-8300-524.76-05		9/2010	49.29
			62704	503-8300-524.76-05		9/2010	46.75
			62973	503-8300-524.76-05		9/2010	49.29
						* Total	423.44
09/08/2010	102254	JOHN DEERE LANDSCAPES/L	55479862	503-8600-527.60-50		9/2010	142.38
			55479909	503-8600-527.60-35		9/2010	1,222.86
			55479996	503-8600-527.60-20		9/2010	98.86
			55623492	503-8600-527.60-35		9/2010	288.56
						* Total	1,752.66
09/08/2010	102262	M. AMUNDSON LLP	93201	503-8300-524.76-05		9/2010	165.75
						* Total	165.75
09/08/2010	102297	US FOODSERVICE	4378618	503-8300-524.60-65		9/2010	383.65
			4378618	503-8300-524.76-05		9/2010	645.32
			4378618	503-8300-524.76-10		9/2010	79.93
						* Total	1,108.90
09/08/2010	102301	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		9/2010	24.62
						* Total	24.62
				49 Checks	** Fund Total		31,701.87
08/25/2010	101963	IKON OFFICE SOLUTIONS	acct 3281870	504-6100-452.40-44	R90100	8/2010	396.90
						* Total	396.90
08/25/2010	101983	MAYER ARTS INC	SUMMER CAMP	504-6100-452.30-70	R20680	8/2010	1,176.00
						* Total	1,176.00
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62	R90100	8/2010	61.31
						* Total	61.31
08/25/2010	101992	MN WILDFIRE	canceled field	504-0000-207.03-00		8/2010	6.65
			canceled field	504-0000-347.10-00	R60600	8/2010	93.35

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	100.00
08/25/2010	101996	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	8/2010	85.42
						* Total	85.42
08/25/2010	102007	OPTUMHEALTH FINANCIAL S	119568	504-6100-452.30-55	R90100	8/2010	8.94
						* Total	8.94
08/25/2010	102012	PROKART INDOORS	150	504-6100-452.50-90	R20140	8/2010	214.25
						* Total	214.25
08/25/2010	102030	SKYHAWKS SPORTS ACADEMY	3091021433	504-6100-452.30-70	R41050	8/2010	499.80
			3091022473	504-6100-452.30-70	R40640	8/2010	1,940.10
						* Total	2,439.90
08/25/2010	102031	SOUTH ST PAUL ANIMAL HO	JULY 2010	504-6100-452.30-70	R50100	8/2010	3,672.00
						* Total	3,672.00
08/31/2010	102065	BELK, CRAIG	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102072	CAIN, COLIN	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102073	CAMPOS, RAMON	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102078	CHERMAK, KRIS	REFUND	504-0000-347.00-00	R20920	8/2010	15.00
						* Total	15.00
08/31/2010	102081	CONCORDIA MENS CLUB	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102083	CRESS, DAVID	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102088	DAKOTA WILD ANIMALS	557	504-6100-452.30-70	R20680	8/2010	160.00
						* Total	160.00
08/31/2010	102090	DEMAIO, PETE	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102100	FETT, BOB	conduct fee	504-0000-228.01-00		8/2010	100.00
						* Total	100.00
08/31/2010	102102	FRIBERG, MATTHEW	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102113	GREENE, CHRIS	201022	504-6100-452.50-90	R20140	8/2010	950.00
						* Total	950.00
08/31/2010	102118	HELSER, RUSSELL	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/31/2010	102123	INVER HILLS ASSEMBLY OF	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102125	JOHNSON, ROB	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102130	KRECH EXTERIORS	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102133	LEKO, NATHAN	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102153	MN SPORTS FEDERATION	JEN	504-6100-452.50-70	R50100	8/2010	160.00
						* Total	160.00
08/31/2010	102163	OH THOSE GUYS	8404	504-6100-452.60-45	R40140	8/2010	370.30
			8405	504-6100-452.60-45	R40140	8/2010	421.20
			8406	504-6100-452.60-45	R40140	8/2010	421.20
			8407	504-6100-452.60-45	R40140	8/2010	280.80
						* Total	1,493.50
08/31/2010	102164	ORTEGA, NICHOLAS	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102166	OVERELL, ED	soccer	504-6100-452.30-70	R40140	8/2010	30.00
						* Total	30.00
08/31/2010	102167	PETERSEN, TRACY	registration nrpa	504-6100-452.50-80	R90100	8/2010	306.75
						* Total	306.75
08/31/2010	102170	PLADSON, DENNIS	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102174	REED, RACHEL	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102188	SVOBODA, ROBERT	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102205	VIERE, ERIC	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
08/31/2010	102207	WEIMER, CASEY	conduct fee	504-0000-228.01-00		8/2010	50.00
						* Total	50.00
09/08/2010	102226	CAMPOS, RAMON	league champion	504-6100-452.60-09	R50100	9/2010	115.00
						* Total	115.00
09/08/2010	102232	COMDATA	VMCC	504-6100-452.60-09	R30720	9/2010	22.50
						* Total	22.50
09/08/2010	102235	CRESS, DAVID	canceled class	504-0000-347.00-00	R50150	9/2010	425.00
						* Total	425.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/08/2010	102246	GRAHAM, JEN	mileage- misc	504-6100-452.60-09	R30720	9/2010	238.49
						* Total	238.49
09/08/2010	102249	HARRINGTON, MARK	league champion	504-6100-452.60-09	R50100	9/2010	115.00
						* Total	115.00
09/08/2010	102255	KANE, SEAN	canceled	504-0000-347.00-00	R50150	9/2010	425.00
						* Total	425.00
09/08/2010	102268	OLSON, ZACH	league champion	504-6100-452.60-09	R50100	9/2010	115.00
						* Total	115.00
09/08/2010	102270	PETTY CASH	fishing clinic supplies	504-6100-452.60-09	R30700	9/2010	2.67
						* Total	2.67
09/08/2010	102279	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R40140	9/2010	290.99
						* Total	290.99
09/08/2010	102291	TARGET BANK	acct 9370	504-6100-452.60-09	R30720	9/2010	15.00
						* Total	15.00
09/08/2010	102298	VFW POST 295	cancled	504-0000-347.00-00	R50150	9/2010	425.00
						* Total	425.00
				46 Checks	** Fund Total		14,459.62
08/24/2010	101914	AMC SHOWPLACE #16 6	KIDS ROCK	505-6200-453.50-90	C65100	8/2010	525.00
						* Total	525.00
08/25/2010	101915	ACE PAINT & HARDWARE	503822	505-6200-453.60-16	C25000	8/2010	36.58
						* Total	36.58
08/25/2010	101921	APEC	116165	505-6200-453.60-16	C25000	8/2010	683.51
						* Total	683.51
08/25/2010	101927	BOWMAN, MIKE	kids rock supplies	505-6200-453.60-65	C65100	8/2010	75.08
						* Total	75.08
08/25/2010	101936	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	8/2010	178.88
						* Total	178.88
08/25/2010	101953	GRAINGER	9314608259	505-6200-453.60-40	C21000	8/2010	192.38
			9319022621	505-6200-453.60-16	C25000	8/2010	43.44
			9321696792	505-6200-453.60-40	C25000	8/2010	339.54
						* Total	575.36
08/25/2010	101956	HAWKINS, INC.	3146124	505-6200-453.60-15	C25000	8/2010	1,834.44
						* Total	1,834.44
08/25/2010	101960	HILLYARD INC	6425054	505-6200-453.60-11	C25000	8/2010	440.76
			7325111	505-6200-453.40-42	C21000	8/2010	799.55
						* Total	1,240.31

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/25/2010	101961	HOME DEPOT CREDIT SERVI	acct 6035322017128343	505-6200-453.60-16	C25000	8/2010	270.63
						* Total	270.63
08/25/2010	101963	IKON OFFICE SOLUTIONS	acct 3281870	505-6200-453.40-44	C10000	8/2010	926.10
						* Total	926.10
08/25/2010	101973	LEONARD, KIM	canceled class	505-0000-352.35-00	C40000	8/2010	22.00
						* Total	22.00
08/25/2010	101976	LILLIE SUBURBAN NEWSPAP	VMCC	505-6200-453.50-25	C91000	8/2010	384.00
						* Total	384.00
08/25/2010	101980	MAGC	WW10IGH	505-6200-453.50-80	C91000	8/2010	60.00
						* Total	60.00
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	8/2010	124.20
						* Total	124.20
08/25/2010	101998	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	8/2010	377.35
						* Total	377.35
08/25/2010	102001	OFFICE DEPOT	acct 6011568510088883	505-6200-453.60-65	C60100	8/2010	22.48
						* Total	22.48
08/25/2010	102007	OPTUMHEALTH FINANCIAL S	119568	505-6200-453.30-55	C50000	8/2010	42.18
						* Total	42.18
08/25/2010	102008	OXYGEN SERVICE COMPANY,	acct 09684	505-6200-453.60-65	C16000	8/2010	11.22
			acct 09684	505-6200-453.60-65	C16000	8/2010	29.66
						* Total	40.88
08/25/2010	102013	PUSH PEDAL PULL	23245	505-6200-453.40-42	C70000	8/2010	448.15
						* Total	448.15
08/25/2010	102017	R & R SPECIALTIES OF WI	45631	505-6200-453.40-42	C21000	8/2010	54.24
						* Total	54.24
08/25/2010	102019	RECREATION SUPPLY COMPA	207231	505-6200-453.60-16	C25000	8/2010	249.57
						* Total	249.57
08/25/2010	102022	RIVERTOWN NEWSPAPER GRO	77378	505-6200-453.50-25	C91000	8/2010	155.00
						* Total	155.00
08/25/2010	102033	SPRUNG SERVICES	58900	505-6200-453.40-40	C25000	8/2010	630.50
						* Total	630.50
08/25/2010	102047	VISTAR CORPORATION	28802402	505-6200-453.76-05	C30400	8/2010	919.13
			28802403	505-6200-453.60-65	C65100	8/2010	327.79
						* Total	1,246.92
08/31/2010	102079	COCA COLA BOTTLING COMP	0128551513	505-6200-453.76-10	C30200	8/2010	126.75
			0128551514	505-6200-453.76-10	C30400	8/2010	494.40
						* Total	621.15

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/31/2010	102158	NATIVITY CHURCH & SCHOO	overpmt group rental	505-0000-352.27-00	C55000	8/2010	12.00
						* Total	12.00
09/08/2010	102212	ABRAHAMSON, TAMMY	bday party supplies	505-6200-453.60-65	C16000	9/2010	21.16
						* Total	21.16
09/08/2010	102232	COMDATA	VMCC	505-6200-453.76-10	C65100	9/2010	176.80
						* Total	176.80
09/08/2010	102244	GARTNER REFRIGERATION &	34720	505-6200-453.40-40	C21000	9/2010	379.00
						* Total	379.00
09/08/2010	102246	GRAHAM, JEN	kids rock field trip	505-6200-453.50-90	C65100	9/2010	88.00
						* Total	88.00
09/08/2010	102270	PETTY CASH	postage	505-6200-453.50-35	C10100	9/2010	10.50
						* Total	10.50
09/08/2010	102278	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-16	C70000	9/2010	150.05
			acct 7715090061606950	505-6200-453.60-65	C50000	9/2010	468.55
			acct 7715090061606950	505-6200-453.76-05	C30400	9/2010	41.81
			acct 7715090061606950	505-6200-453.76-10	C30300	9/2010	24.44
						* Total	684.85
09/08/2010	102279	SAM'S CLUB	acct 7715090065702540	505-6200-453.76-05	C16000	9/2010	12.43
						* Total	12.43
09/08/2010	102291	TARGET BANK	acct 9370	505-6200-453.60-65	C65100	9/2010	21.38
						* Total	21.38
09/08/2010	102292	TDS METROCOM	acct 6514502500	505-6200-453.50-20	C10000	9/2010	106.89
						* Total	106.89
				35 Checks	** Fund Total		12,337.52
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62		8/2010	2.14
						* Total	2.14
08/25/2010	102007	OPTUMHEALTH FINANCIAL S	119568	602-2100-415.30-55		8/2010	.70
						* Total	.70
09/08/2010	102256	LEAGUE OF MN CITIES INS	lmcit 11067440	602-2100-415.70-20		9/2010	7,554.95
						* Total	7,554.95
09/08/2010	102257	LEAGUE OF MN CITIES INS	volunteer accident plan	602-2100-415.50-18		9/2010	1,813.00
						* Total	1,813.00
09/08/2010	102258	LEAGUE OF MN CITIES INS	1st installment	602-2100-415.50-09		9/2010	68,192.50
						* Total	68,192.50
				5 Checks	** Fund Total		77,563.29
08/25/2010	101918	ALTERNATORS STARTERS &	84880	603-5300-444.40-41		8/2010	170.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	170.28
08/25/2010	101926	BFG SUPPLY COMPANY LLC	1164386	603-5300-444.40-41		8/2010	35.73
						* Total	35.73
08/25/2010	101928	BOYER TRUCKS - PARTS DI	430390	603-5300-444.40-41		8/2010	238.00
						* Total	238.00
08/25/2010	101931	CANON BUSINESS SOLUTION	4004055489	603-5300-444.40-42		8/2010	132.67
						* Total	132.67
08/25/2010	101933	CARQUEST OF ROSEMOUNT	1596132621	603-0000-145.50-00		8/2010	86.03
			1596132741	603-5300-444.40-41		8/2010	15.39
			1596132936	603-5300-444.40-41		8/2010	125.71
			1596133003	603-5300-444.40-41		8/2010	9.88
			1596133042	603-5300-444.40-41		8/2010	25.47
			1596133080	603-5300-444.60-12		8/2010	64.13
			1596133108	603-5300-444.40-41		8/2010	294.00
			1596133175	603-5300-444.40-41		8/2010	77.72
			1596133196	603-5300-444.40-41		8/2010	12.39
			1596133255	603-5300-444.40-41		8/2010	94.26-
			1596133257	603-5300-444.40-41		8/2010	151.81
			1596133292	603-5300-444.40-41		8/2010	76.19
			1596133293	603-5300-444.40-41		8/2010	151.81-
			1596133414	603-5300-444.40-41		8/2010	51.17
			1596133416	603-5300-444.40-41		8/2010	23.73
			1596133439	603-5300-444.40-41		8/2010	3.17
			1596133466	603-5300-444.40-41		8/2010	34.31
			1596133517	603-5300-444.40-41		8/2010	17.43-
						* Total	787.60
08/25/2010	101946	EMERGENCY APPARATUS MAI	50311	603-5300-444.40-41		8/2010	683.41
						* Total	683.41
08/25/2010	101950	G & K SERVICES	acct 7494701	603-5300-444.40-65		8/2010	78.88
			acct 7494701	603-5300-444.60-45		8/2010	21.97
						* Total	100.85
08/25/2010	101951	GERLACH OUTDOOR POWER E	161390	603-5300-444.40-41		8/2010	113.35
						* Total	113.35
08/25/2010	101955	HANCO CORPORATION	531519	603-5300-444.40-41		8/2010	12.71
						* Total	12.71
08/25/2010	101965	INVER GROVE FORD	5042745	603-5300-444.40-41		8/2010	105.51
			5042769	603-5300-444.40-41		8/2010	52.21
			5042825	603-5300-444.40-41		8/2010	.51
			5043409	603-5300-444.40-41		8/2010	11.23
						* Total	169.46
08/25/2010	101969	KIMBALL MIDWEST	1597326	603-5300-444.60-12		8/2010	509.90
						* Total	509.90

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/25/2010	101982	MASTER TRANSMISSION	214057	603-5300-444.40-41		8/2010	94.52
						* Total	94.52
08/25/2010	101986	MN GLOVE & SAFETY, INC.	243589	603-5300-444.60-12		8/2010	55.60
						* Total	55.60
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		8/2010	37.62
						* Total	37.62
08/25/2010	101991	MN WANNER COMPANY	85802	603-5300-444.40-41		8/2010	77.97
						* Total	77.97
08/25/2010	102008	OXYGEN SERVICE COMPANY,	07442073	603-5300-444.60-12		8/2010	192.98
						* Total	192.98
08/25/2010	102018	RDO EQUIPMENT COMPANY	acct 62556007	603-5300-444.40-41		8/2010	33.55
						* Total	33.55
08/25/2010	102026	SCHRANDT, KASEY	gas - training	603-5300-444.40-41		8/2010	38.00
						* Total	38.00
08/25/2010	102028	SIGNAL PRO EQUIPMENT	72439	603-5300-444.40-41		8/2010	5.00
						* Total	5.00
08/25/2010	102039	TRUCK UTILITIES, INC.	0214465	603-5300-444.40-41		8/2010	842.61
			0214844	603-5300-444.40-41		8/2010	52.32
						* Total	894.93
08/25/2010	102040	TURFWERKS	0ITWO3508	603-5300-444.40-41		8/2010	67.97
			0I21796	603-5300-444.40-41		8/2010	856.34
			0242087	603-0000-145.50-00		8/2010	662.53
						* Total	1,586.84
08/31/2010	102058	ACE PAINT & HARDWARE	503592	603-5300-444.40-40		8/2010	23.33
			503646	603-5300-444.40-41		8/2010	5.09
						* Total	28.42
08/31/2010	102075	CARQUEST OF ROSEMOUNT	1596133578	603-5300-444.40-41		8/2010	66.26
			1596133625	603-5300-444.40-41		8/2010	45.60
			1596133638	603-5300-444.40-41		8/2010	10.58
			1596133675	603-5300-444.60-12		8/2010	42.07
			1596133683	603-5300-444.40-41		8/2010	3.48
			1596133690	603-5300-444.40-41		8/2010	11.76
			1596133788	603-5300-444.40-41		8/2010	7.20
			1596133952	603-5300-444.40-41		8/2010	19.21
			1596133953	603-5300-444.40-41		8/2010	10.68
			1596133986	603-5300-444.40-41		8/2010	19.21
			1596134019	603-0000-145.50-00		8/2010	68.19
			1596134061	603-5300-444.40-41		8/2010	10.68-
			1596134077	603-0000-145.50-00		8/2010	17.68
			1596134133	603-5300-444.40-41		8/2010	17.93
						* Total	329.17

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/31/2010	102092	DON PIEHL	158372	603-5300-444.60-40		8/2010	245.80
						* Total	245.80
08/31/2010	102094	EMERGENCY APPARATUS MAI	50839	603-5300-444.40-41		8/2010	1,806.64
						* Total	1,806.64
08/31/2010	102095	EMERGENCY AUTOMOTIVE TE	0817106	603-5300-444.40-41		8/2010	151.92
						* Total	151.92
08/31/2010	102096	EMERGENCY AUTOMOTIVE TE	0819104	603-5300-444.40-41		8/2010	101.15
						* Total	101.15
08/31/2010	102103	FRONTIER AG & TURF	P08049	603-5300-444.40-41		8/2010	305.05
						* Total	305.05
08/31/2010	102105	G & K SERVICES	1182549617	603-5300-444.40-65		8/2010	78.88
			1182549617	603-5300-444.60-45		8/2010	59.68
						* Total	138.56
08/31/2010	102106	G & K SERVICES	1182538590	603-5300-444.40-65		8/2010	78.88
			1182538590	603-5300-444.60-45		8/2010	21.97
						* Total	100.85
08/31/2010	102109	GERLACH OUTDOOR POWER E	161948	603-5300-444.40-41		8/2010	27.41
						* Total	27.41
08/31/2010	102111	GRAINGER	9324579110	603-5300-444.40-41		8/2010	59.18
						* Total	59.18
08/31/2010	102154	MN WANNER COMPANY	85867	603-5300-444.40-41		8/2010	60.54
						* Total	60.54
08/31/2010	102160	NEXTEL COMMUNICATIONS	acct 249383315105	603-5300-444.50-20		8/2010	242.74
						* Total	242.74
08/31/2010	102171	POMP'S TIRE SERVICE, IN	742991	603-5300-444.60-14		8/2010	3,436.73
			752962	603-0000-145.50-00		8/2010	799.00
			753035	603-5300-444.60-14		8/2010	744.22
						* Total	4,979.95
08/31/2010	102178	SCHARBER & SONS	1053758	603-5300-444.40-41		8/2010	38.21
			1055725	603-5300-444.40-41		8/2010	524.22
						* Total	562.43
08/31/2010	102195	TOTAL CONSTRUCTION & EQ	47475	603-5300-444.40-40		8/2010	91.27
			47476	603-5300-444.40-40		8/2010	483.15
			47477	603-5300-444.40-40		8/2010	870.86
						* Total	1,445.28
08/31/2010	102197	TRUCK UTILITIES, INC.	0214927	603-5300-444.40-41		8/2010	60.66
						* Total	60.66
08/31/2010	102198	TURFWERKS	TI20982	603-5300-444.40-41		8/2010	345.23

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	345.23
08/31/2010	102208	WESTERN PETROLEUM COMPA	0242087	603-0000-145.50-00		8/2010	662.53
						* Total	662.53
09/08/2010	102243	G & K SERVICES	1182560713	603-5300-444.40-65		9/2010	78.88
			1182560713	603-5300-444.60-45		9/2010	21.97
						* Total	100.85
09/08/2010	102270	PETTY CASH	license tabs	603-5300-444.40-41		9/2010	16.25
						* Total	16.25
09/08/2010	102273	R & R CARPET SERVICE	AUGUST	603-5300-444.40-65		9/2010	78.02
						* Total	78.02
09/08/2010	102289	SUMMIT FIRE PROTECTION	1279945	603-5300-444.40-40		9/2010	159.00
						* Total	159.00
09/08/2010	102307	YOCUM OIL COMPANY, INC.	995654	603-0000-145.60-00		9/2010	9,491.20
			995655	603-0000-145.60-00		9/2010	4,109.46
			995674	603-0000-145.60-00		9/2010	2,252.40
						* Total	15,853.06
				45 Checks	** Fund Total		33,831.66
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62		8/2010	.98
						* Total	.98
08/25/2010	102001	OFFICE DEPOT	acct 6011568510088883	604-2200-416.60-10		8/2010	10.17
						* Total	10.17
08/25/2010	102003	OFFICEMAX INC	acct 687054	604-2200-416.60-05		8/2010	304.89
						* Total	304.89
08/25/2010	102004	OFFICEMAX INC	acct 687054	604-2200-416.60-05		8/2010	309.16
			acct 687054	604-2200-416.60-10		8/2010	194.99
						* Total	504.15
08/25/2010	102011	PRECISION DATA SYSTEMS	park & rec	604-2200-416.60-05		8/2010	67.83
						* Total	67.83
08/31/2010	102172	PRECISION DATA SYSTEMS	window/indicia envelopes	604-2200-416.60-10		8/2010	1,074.87
			water/laser ck envelopes	604-2200-416.60-10		8/2010	857.97
			copy/legal paper	604-2200-416.60-05		8/2010	230.47
			police copy/legal paper	604-2200-416.60-05		8/2010	525.98
						* Total	2,689.29
08/31/2010	102176	SAM'S CLUB	acct 771509401334891	604-2200-416.60-10		8/2010	12.46
						* Total	12.46
09/08/2010	102266	OFFICEMAX INC	acct 687054	604-2200-416.60-05		9/2010	11.22
						* Total	11.22

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				8 Checks	** Fund Total		3,600.99
08/25/2010	101930	BRINKMAN, AMY	stamps	605-3100-419.50-35		8/2010	8.80
			donuts	605-3100-419.50-75		8/2010	26.45
						* Total	35.25
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		8/2010	8.33
						* Total	8.33
08/25/2010	102005	ON-SITE HEAT	C9294402	605-3100-419.40-40		8/2010	449.93
						* Total	449.93
08/25/2010	102052	ZAYO ENTERPRISE NETWORK	acct 5456	605-3100-419.50-20		8/2010	993.03
						* Total	993.03
08/26/2010	102055	US POSTMASTER	UTILITY MAILING	605-3100-419.50-35		8/2010	242.19
						* Total	242.19
08/26/2010	102056	US POSTMASTER	UTILITY MAILING	605-3100-419.50-35		8/2010	1,083.03
						* Total	1,083.03
08/31/2010	102071	BROTHERS MFG	154887	605-3100-419.60-11		8/2010	304.59
						* Total	304.59
08/31/2010	102177	SAM'S CLUB	acct 7715090063580633	605-3100-419.60-11		8/2010	267.37
						* Total	267.37
09/08/2010	102252	HILLYARD INC	6425080	605-3100-419.60-11		9/2010	46.68
			6439486	605-3100-419.60-11		9/2010	155.61
						* Total	202.29
09/08/2010	102261	LONE OAK COMPANIES	48423	605-3100-419.50-35		9/2010	484.10
						* Total	484.10
09/08/2010	102286	SPERL IRRIGATION	50% down-start of project	605-3100-419.40-40		9/2010	1,750.00
						* Total	1,750.00
09/08/2010	102292	TDS METROCOM	acct 6514502500	605-3100-419.50-20		9/2010	357.10
						* Total	357.10
09/08/2010	102302	XCEL ENERGY	acct 5142529960	605-3100-419.40-20		9/2010	3,241.84
						* Total	3,241.84
09/08/2010	102307	YOCUM OIL COMPANY, INC.	985178	605-3100-419.60-21		9/2010	3,964.35
			993599	605-3100-419.60-21		9/2010	777.90
						* Total	4,742.25
09/08/2010	102308	ZEE MEDICAL SERVICE	54189213	605-3100-419.60-65		9/2010	86.57
						* Total	86.57
				15 Checks	** Fund Total		14,247.87
08/19/2010	101913	CREATIVE VISION TECHNOL	CUST ID: CH1302	606-1400-413.60-41		8/2010	1,179.56

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	1,179.56
08/25/2010	101916	ADVANCED TECHNOLOGY SYS	55753	606-1400-413.40-44		8/2010	75.00
			55754	606-1400-413.40-44		8/2010	75.00
						* Total	150.00
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		8/2010	9.81
						* Total	9.81
08/25/2010	102002	OFFICE OF ENTERPRISE TE	acct 200b00659	606-1400-413.30-70		8/2010	100.00
						* Total	100.00
08/25/2010	102007	OPTUMHEALTH FINANCIAL S	119568	606-1400-413.30-55		8/2010	6.65
						* Total	6.65
08/25/2010	102023	RJS SOFTWARE SYSTEMS, I	33361	606-1400-413.40-44		8/2010	1,277.06
						* Total	1,277.06
09/08/2010	102215	ADVANCED TECHNOLOGY SYS	55859	606-1400-413.60-10		9/2010	2,824.33
						* Total	2,824.33
				7 Checks	** Fund Total		5,547.41
08/25/2010	101959	HENNEPIN COUNTY DISTRIC	jerome jermaine harris	702-0000-229.10-00		8/2010	50.00
						* Total	50.00
08/25/2010	101975	LILLIE SUBURBAN NEWSPAP	NTE VERMILLION	702-0000-228.41-00		8/2010	18.38
						* Total	18.38
08/25/2010	102029	SILLC	escrow balance	702-0000-228.98-00		8/2010	2,222.49
						* Total	2,222.49
08/31/2010	102097	EMMONS & OLIVIER RESOUR	95001924	702-0000-228.21-00		8/2010	586.50
						* Total	586.50
08/31/2010	102127	JUVLAND HOMECARE INC	6136 babcock tr	702-0000-229.98-00		8/2010	2,500.00
						* Total	2,500.00
08/31/2010	102136	LEVANDER, GILLEN & MILL	client 81000e	702-0000-228.41-00		8/2010	66.00
			client 81000e	702-0000-228.69-00		8/2010	440.00
			client 81000e	702-0000-228.73-00		8/2010	1,171.00
			client 81000e	702-0000-228.92-00		8/2010	110.00
			client 81000e	702-0000-229.61-00		8/2010	192.98
			client 81000e	702-0000-229.78-00		8/2010	296.00
			client 81000e	702-0000-229.84-00		8/2010	541.09
						* Total	2,817.07
08/31/2010	102152	MN POLLUTION CONTROL AG	4400083791	702-0000-228.88-00		8/2010	70.00
			4400083847	702-0000-228.86-00		8/2010	70.00
						* Total	140.00
08/31/2010	102169	PIONEER ENGINEERING	90418	702-0000-229.65-00		8/2010	1,665.00
						* Total	1,665.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/08/2010	102222	BRINKMAN, AMY	retirement - rita	702-0000-229.02-00		9/2010	80.45
						* Total	80.45
09/08/2010	102274	RAMSEY COUNTY SHERIFF'S	houa vang	702-0000-229.10-00		9/2010	500.00
						* Total	500.00
				10 Checks	** Fund Total		10,579.89
08/25/2010	101989	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62		8/2010	2.27
						* Total	2.27
				1 Checks	** Fund Total		2.27
				460 Checks	*** Bank Total		1,898,041.05
			460 Checks	*** Grand Total			1,898,041.05

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 15 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: September 13, 2010
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin
Prepared by:
Reviewed by:

Fiscal/FTE Impact:
- [ ] None
- [ ] Amount included in current budget
- [ ] Budget amendment requested
- [ ] FTE included in current complement
- [ ] New FTE requested – N/A
- [X] Other: Project Fund

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 15 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of $11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with 14 change orders for a total contract amount now of $11,863,272.00

The contractor has completed the work through August 31, 2010 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 15 in the amount of $318,703.65 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 15

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 15 (fifteen)
DATE: September 13, 2010
PERIOD ENDING: August 31, 2010
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Shaw Lundquist Associates
2757 West Service Road
Saint Paul, MN 55121

Original Contract Amount $11,501,900

Total Addition $361,372.00

Total Deduction $0.00

Total Contract Amount $11,863,272.00

Total Value of Work to Date $8,751,375.53

Less Retained (5%) $437,568.78

Less Previous Payment $7,995,103.10

Total Approved for Payment this Voucher $318,703.65

Total Payments including this Voucher $8,313,806.75

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through July 31, 2010.

Signed by: _____ September 13, 2010
Jenelle Teppen, Assistant City Administrator

Signed by: _____ _____
Shaw Lundquist Associates Date

Signed by: _____ September 13, 2010
George Tourville, Mayor

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROJECT: **Public Safety Addition and City Hall Remodel**
8150 Barbara Ave.
Inver Grove Hts, MN

APPLICATION NO: 15

APPLICATION DATE: August 27, 2010

PERIOD TO: August 31, 2010

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Shaw-Lundquist Associates, Inc. (09477)
Remit to: **SDS 12-0699 Box 86**
Minneapolis, MN 55486

VIA ARCHITECT: BKV Group, Inc.
222 North Second Street
Minneapolis, MN 55401

PROJECT NOS: **#1643.01**

CONTRACT FOR: Gerneral Construction

CONTRACT DATE: May 19, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 11,501,900.00
2. Net change by Change Orders		$ 361,372.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 11,863,272.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 8,751,375.53
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 437,568.78	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 437,568.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 8,313,806.75
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 7,995,103.10
8. CURRENT PAYMENT DUE		$ **318,703.65**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 3,549,465.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$357,029.00	
Total approved this Month	$4,343.00	
TOTALS	$361,372.00	$0.00
NET CHANGES by Change Order	$361,372.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By: Thomas J. Meyers - Vice President Date: August 30, 2010

State of: Minnesota County:
Subscribed and sworn to before me this 30th day of August, 2010
Notary Public: Cynthia M. Shovein
My Commission expires: 1-31-2011

CYNTHIA MARIE SHOVEIN
Notary Public-State of Minnesota
My Commission Expires
January 31, 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 318,703.65

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Gregory M. Ely Date: 9/1/2010

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Pay Change Order No. 2 – Rock Island Swing Bridge Project (City Project 2009-24)

Meeting Date:	September 13, 2010		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda		None
Contact:	Eric Carlson – 651.450.2587	X	Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve change order #2 in the amount of $4,825 for the Rock Island Swing Bridge Project. The entire change order is funded by the City of Inver Grove Heights. The new contract total with Lametti & Sons Inc. is $1,924,339.84.

SUMMARY

While performing work on the project, a void in the concrete cap was discovered that was a unknown condition prior to preparation of plans and specifications. It is necessary to fill the void with concrete mud to stabilize the area and provide for the necessary support.

The project contingency budget was approved in an amount of $124,447. This change brings the contingency budget to $119,622.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Pay Request No. 4 – Rock Island Swing Bridge Project (City Project 2009-24)

			Fiscal/FTE Impact:
Meeting Date:	September 13, 2010		
Item Type:	Consent Agenda		None
Contact:	Eric Carlson – 651.450.2587	X	Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
Approve pay request No. 4 in the amount of $151,246.97 for the Rock Island Swing Bridge Project – 2009-24.

SUMMARY
The City Council approved hiring Lametti & Sons Inc. on March 22, 2010 to construct the Rock Island Swing Bridge Recreational Pier project. The contractor is requesting payment of work completed to date. The project is funded from the following sources:

Overall Funding

Federal Grant	$1,300,000
County State Aid Disaster Funds (demolition)	$372,367
Dakota County	$150,000
State of MN Historical Grant	$100,000
Host Community Fund	$95,000
Closed Bond Fund	$95,000
Park Acquisition & Development Fund	$95,000
Total	**$2,207,367**

Overall Budget

Lametti & Sons	$1,877,732
SEH Inc.	$147,800
AGCS Marine Insurance Company	$8,509
MN DNR	$38,879
MN DOT	$10,000
Project Contingency Budget	$124,447
Total	**$2,207,367**

The project continues to move along without any significant issues. Pier 6, 7, 8, and 9 have been removed from the river. Delivery of the bridge spans are scheduled in October.

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 4

DATE: September 13, 2010

PERIOD ENDING: August 31, 2010

CONTRACT: Rock Island Swing Bridge – City Project 2009-24

PROJECT NO: 2009-24

TO: Lametti & Sons, Inc.
16028 Forest Blvd. N.
Hugo, MN 55038

A. Original Contract Amount $1,877,732.00

B. Total Addition (Change Order No. 1, approved June 14, 2010) $41,782.84
Total Addition (Change Order No. 2 approved September 13, 2010) $4,825.00

C. Total Deductions .....NA

D. TOTAL CONTRACT AMOUNT..... $1,924,339.84

E. TOTAL VALUE OF WORK TO DATE $782,445.80

F. LESS RETAINED 5%..... $39,122.29

G. Less Previous Payment $592,076.54

H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER..... $151,246.97

I. TOTAL PAYMENTS INCLUDING THIS VOUCHER $743,323.51

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through August 31, 2010.

Signed by:_____ _____
Date

Signed by:_____ _____
George Tourville, Mayor Date

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Pay Voucher No. 4 for City Project No. 2009-29 – Well No. 9, Phase 2

Meeting Date:	September 13, 2010
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

SDT DS

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Water Operating Fund and Park Acquisition and Development Fund (Alternate No. 1)

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 4 for City Project No. 2009-29 – Well No. 9, Phase 2.

SUMMARY

The contract was awarded in the base bid amount of $440,772.90 and Alternate No. 1 in the amount of $38,180.00 (for a total contract amount of $478,952.90) to Burschville Construction, Inc. on October 12, 2009.

The contractor has completed the work through August 31, 2010 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Pay Voucher No. 4 in the amount of $90,739.92 for work on City Project No. 2009-29 – Well No. 9, Phase 2.

TJK/kf
Attachment: Pay Voucher No. 4

City Copy

Bonestroo

Owner:	City of Inver Grove Heights, 8150 Barbara Avenue, Inver Grove Heights, MN, 55077	Date:	August 11, 2010
For Period:	5/21/2010 to 7/27/2010	Request No:	4
Contractor:	Burschville Construction, Inc. 11440 Eighth Street NE, PO Box 65, , Hanover, MN, 55341		

CONTRACTOR'S REQUEST FOR PAYMENT
WELL NO. 9 - PHASE 2
BONESTROO FILE NO. 000476-07005-0
CLIENT PROJECT NO. 2009-29

SUMMARY

1	Original Contract Amount		$ 478,952.90
2	Change Order - Addition	$ 0.00	
3	Change Order - Deduction	$ 0.00	
4	Revised Contract Amount		$ 478,952.90
5	Value Completed to Date		$ 369,452.26
6	Material on Hand		$ 0.00
7	Amount Earned		$ 369,452.26
8	Less Retainage 5%		$ 18,472.61
9	Subtotal		$ 350,979.65
10	Less Amount Paid Previously		$ 260,239.73
11	Liquidated damages -		$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 4		$ 90,739.92

Recommended for Approval by:
BONESTROO

Schwartz

Approved by Contractor:
BURSCHVILLE CONSTRUCTION, INC.

Cynthia J. Johnson

Approved by Owner:
CITY OF INVER GROVE HEIGHTS

Specified Contract Completion Date:
July 15, 2010

Date: 8-12-10

AGENDA ITEM 4G

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Change Order No. 1 for City Project No. 2010-12 – 59th Street East Street Improvements

			Fiscal/FTE Impact:
Meeting Date:	September 13, 2010		None
Item Type:	Consent		Amount included in current budget
Contact:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Prepared by:	Thomas J. Kaldunski, City Engineer		FTE included in current complement
Reviewed by:	Scott D. Thureen, Public Works Director		New FTE requested – N/A
	SDT	X	Other: Special Assessments, Pavement Management Fund, Utility Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 for City Project No. 2010-12 – 59th Street East Street Improvements.

SUMMARY

The project was awarded on June 9, 2010 to Frattalone Companies in the amount of $150,176.44.

Change Order No. 1 is adding a water service that needs to be relocated with respect to the proposed retaining wall and grade changes to properly convey drainage from above the retaining wall down to 59th Street. The original design had the new retaining wall located further to the east (see attachment). The wall was moved west because the homeowner at 4045 59th Street did not want to backup and turn into the dead end. The homeowner requested the wall be moved further west (see map) to accommodate them as they backup, due south, into the dead end. This relocation resulted in the impacts to the water service. The existing water service and curb box would be shallow due to the new wall location. This change order will relocate them as needed. The curb box will be placed at the property line.

In addition, the storm water facilities (curb box, pipe and flume) are being added to prevent runoff from overtopping the new retaining wall. Without these facilities, the drainage from 4045 59th Street would likely overtop an existing retaining wall built by the homeowner. The new wall has drainage provisions to protect it, but the existing wall may not. The hydrostatic pressure could impact the existing wall. These storm water facilities are needed to protect the retaining walls. The original wall location would have allowed for drainage between the two retaining walls.

Xcel gas has delayed the project eight weeks to install a 12" steel gas main within 59th Street right-of-way and a 2" gas main within the alley right-of-way. Due to the conflicts with Xcel gas, the project's substantial completion date, now including bituminous wear course, is being changed from August 27, 2010 to October 30, 2010 and the final completion date, turf establishment only, is being changed from September 10, 2010 to July 1, 2011.

Change Order No. 1 is funded by the project contingency fund.

I recommend approval of Change Order No. 1 for City Project No. 2010-12 – 59th Street East Street Improvements.

TJK/kf
Attachment: Change Order No. 1
Map

CHANGE ORDER NO. 1

CITY PROJECT NO. 2010-12
59TH STREET EAST STREET IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 8, 2010
Contractor: Frattalone Companies 3205 Spruce Street St. Paul, MN 55117	Engineer: City of Inver Grove Heights

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order

Added storm water facilities and water service relocation and extended completion dates due to gas main delays (quantity sheet attached).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $150,176.44	Original Contract Time: Substantial: August 27, 2010 Final: September 10, 2010
Previous Change Orders $0.00	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order $150,176.44	Contract Time Prior to this Change Order Substantial: August 27, 2010 Final: September 10, 2010
Net **Increase** of this Change Order $10,563.60	Net Increase (Decrease) of Change Order As noted
Contract Price with all Approved Change Orders $160,740.04	Contract Time with Approved Change Orders Substantial: October 30, 2010 Final: July 1, 2011
Recommended: By:_____ Mike Edwards, Senior Engineering Technician	Approved: By:_____ Frattalone Companies

Approved By:	Approved By:	Date of Council Action
_____ Thomas J. Kaldunski, City Engineer	_____ George Tourville, Mayor	September 13, 2010

CITY PROJECT NO. 2010-12

59TH STREET EAST STREET IMPROVEMENTS

Quantities for Change Order #1

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL EST. PRICE
1	Remove Existing Curb Stop and 3/4" Copper	LS	1	2,520	2520.—
2	Curb Stop and Box w/ riser key	EA	1	2,200.—	2,200.—
3	3/4" Type K copper	LF	45	40.—	1,800.—
4	Corporation Stop	EA	1	644.—	644.—
5	Type G Catchbasin w/ casting & concrete frame	EA	1	2,500.—	2,500.—
6	15" PVC	LF	10	75.—	750.—
7	6" Concrete Flume	SY	1.7	88.—	149.60

Total $10,563.60

AGENDA ITEM 4H

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Final Change Order No. 2, Final Pay Voucher No. 3, Engineer's Report of Final Acceptance, and Resolution Accepting Work for Fire Station No. 1 Parking Lot Improvements

Meeting Date:	September 13, 2010
Item Type:	Consent
Contact:	Scott D. Thureen, 651.450.2571
Prepared by:	Scott D. Thureen, Public Works Director
Reviewed by:	N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Final Change Order No. 2, Final Pay Voucher No. 3, Engineer's Report of Final Acceptance, and Resolution Accepting Work for Fire Station No. 1 Parking Lot Improvements.

SUMMARY

The contract was awarded in the amount of $23,678.59 to Ace Blacktop, Inc., on October 27, 2008 for the Fire Station No. 1 Parking Lot Improvement.

Final Compensating Change Order No. 2 is to balance the value of work completed and total payments made to Contractor.

I recommend approval of Final Change Order No. 2 in the amount of ($3,001.06), Final Pay Voucher No. 3 in the amount of $647.25 (for a revised contract amount of $25,890.03), Engineer's Report of Final Acceptance, and Resolution Accepting Work for work completed on Fire Station No. 1 Parking Lot Improvements.

SDT/kf

Attachments: Final Change Order No. 2
Final Pay Voucher No. 3
Engineer's Report of Final Acceptance
Resolution Accepting Work

FINAL COMPENSATING CHANGE ORDER NO. 2

CITY PROJECT NO. 2008-21
FIRE STATION NO. 1 PARKING LOT IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 7, 2010
Contractor: Ace Blacktop 7280 Dickman Trail Inver Grove Heights, MN 55077	Engineer: City of Inver Grove Heights

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:

Final compensating amount to balance value of work completed and total payments made to Contractor.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price $23,678.59	Original Contract Time:
Previous Change Orders $5,212.50	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $28,891.09	Contract Time Prior to this Change Order
Net **Decrease** of this Change Order ($3,001.06)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $25,890.03	Contract Time with Approved Change Orders
Recommended: By:_____ Peter T. Hindman, Sr. Engineering Techncian	Approved: By:_____ Ace Blacktop

Approved By:	Approved By:	Date of Council Action
Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	September 13, 2010

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Final Pay Voucher No. 3

DATE: September 7, 2010

PERIOD ENDING: August 31, 2010

CONTRACT: Fire Station No. 1 Parking Lot Improvement

PROJECT NO: 2008-21

TO: Ace Blacktop, Inc.
7280 Dickman Trail
Inver Grove Heights, MN 55076

Original Contract Amount	$23,678.59
Total Addition (Change Order No. 1)	$5,212.50
Total Deduction (Final Change Order No. 2)	($3,001.06)
Total Contract Amount	$25,890.03
Total Value of Work to Date	$25,890.03
Less Retained	$0.00
Less Previous Payment	$25,242.78
Total Approved for Payment this Voucher	$647.25
Total Payments including this Voucher	$25,890.03

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through August 31, 2010.

Signed by: Thomas J. Kaldunski, City Engineer — September 7, 2010 Date

Signed by: Ace Blacktop, Inc. — Date

Signed by: George Tourville, Mayor — September 13, 2010 Date

Payment Detail List

Contract: CP 2008-21
Owner: City of Inver Grove Heights
Project: Fire Station #1

Schedule: Alternate Number 2

Item No.	Mn/DOT No.	Item Description	Unit	Estimated Quantitiy	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	2104.505	Remove Bituninous Pavement	SY	863.71	863.71	$2.45	$ 2,116.09	$ 2,116.09
2	2105.501	Common Excavation	CY	53.00	14.00	$15.00	$ 795.00	$ 210.00
3	2350.501	Type MV4 Wearing Course (B) 1.5"	TON	64	76.81	$110.00	$ 7,040.00	$ 8,449.10
4	2350.502	Tyoe MV 3 Non-Wearing Course (B) 1.5"	TON	64	78.89	$106.00	$ 6,784.00	$ 8,362.34
5	2357.502	Bituninous Material For Tack Coat	GAL.	62	0.00	$2.75	$ 170.50	$ -
6	2211.501	Salvage Aggregate Base CL. 5 (100% Crushed Limerock)	TON	56	10.00	$6.00	$ 336.00	$ 60.00
7	2531.618	Concrete Valley Gutter	SF	771	0.00	$7.00	$ 5,397.00	$ -
8	2123.511	Miscellaneous Grading	HR	4	4.50	$200.00	$ 800.00	$ 900.00
9	2211.501	Aggregate Base Class 5 (100% Crushed Limerock)	TON	12	29.00	$20.00	$ 240.00	$ 580.00
						Schedule A Subtotal:	$ 23,678.59	$ 20,677.53

	Total Estimated Cost	Total Contract Cost To-Date
Total Base Cost	**$ 23,678.59**	**$ 20,677.53**
Change Order No. 1	**$ 5,212.50**	**$ 5,212.50**
Total Contract Amount	**$ 23,678.59**	**$ 28,891.09**
Contract Work Completed To Date		**$ 25,890.03**
Retainage (0.0%)		**$ -**
Previous Payments		**$ 25,242.78**
Amount Due This Payment #3		**$ 647.25**

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2008-21
FIRE STATION NO. 1 PARKING LOT IMPROVEMENTS

September 7, 2010

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have reviewed the work under contract to Ace Blacktop. The work consisted of parking lot improvements to Fire Station No. 1.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

ORIGINAL CONTRACT PRICE	$23,678.59
ADDITIONS (CHANGE ORDER NO. 1)	$5,212.50
DEDUCTIONS (CHANGE ORDER NO. 2)	($3,001.06)
FINAL CONTRACT AMOUNT	$25,890.03
FINAL VALUE OF WORK	$25,890.03
PREVIOUS PAYMENTS	$25,242.78
BALANCE DUE	$647.25

Sincerely,

Thomas J. Kaldunski, P.E.
City Engineer

TJK/kf

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF ACE BLACKTOP AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $647.25

CITY PROJECT NO. 2008-21 – FIRE STATION NO. 1 PARKING LOT IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated October 27, 2008, Ace Blacktop satisfactorily completed improvements for City Project No. 2008-21 – Fire Station Parking Lot Improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 13th day of September 2010.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 4I

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Acceptance of Quotes and Award of Contracts for the 2010 Storm Water Facility Maintenance Program – Zones 1A, 2, 5, and 6, City Project Nos. 2010-13, 2010-14, 2010-17, 2010-18

Meeting Date:	September 13, 2010
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Acceptance of Quotes and Award of Contracts for the 2010 Storm Water Facility Maintenance Program – Zones 1A, 2, 5, and 6, City Project Nos. 2010-13, 2010-14, 2010-17, and 2010-18.

SUMMARY

The City is required by our MS4 Permit to conduct inspections of the storm water facilities in the community. These inspections were conducted in 2009, which identified a number of storm water facilities (i.e. flared end sections, pond skimmers, pond inlets/outlets, etc.) which are in need of maintenance to keep the storm water management system functioning properly. The maintenance items were reviewed in 2010 and seven maintenance zones were established for work which required heavy duty equipment that local contractors have. An index map of these seven zones is attached. The zones were established with budgets that would allow the work to be distributed to multiple contractors that were solicited to present quotes for the work. A minimum of three contractors were solicited to quote the work in each zone. The contractors that were invited to quote include the following: Danner, Inc., Scherff Excavating, Total Construction, Gartzke Construction and Total Repair, Inc.

The Engineering Division has reviewed the quotes received and reviewed the contractors proposed "means and methods of construction." This maintenance program is generally occurring on public easements on private property. The contractors have been required to utilize means and methods that result in the least amount of disturbance to the residents. The work is proposed to start after September 15, 2010 and be completed by the end of October 31, 2010. The program has been developed to secure multiple contractors to meet the goals of minimal disruption and schedule.

The City has a budget of $147,300 to complete work in the 7 zones in 2010. The Council had previously awarded the contract for Zone 7 – City Project No. 2010-19 in the amount of $35,352.00. The budget for Zones 1A, 2, 5, and 6 amount to $108,281.71. The total budget amount for Zones 1A, 2, 5, 6, and 7 is $143,633.71. Because of budget constraints, staff has decided to delay Zones 1B, Zone 3 and Zone 4 until next year.

The following contractors are recommended for the 2010 storm water facility maintenance program based on their quotes and their means and methods.

Project No.	Zone	Contractor	Base Quote
2010-13	1A	Total Repair, Inc.	$ 2,558.00
2009-14	2	Scherff	43,559.00
2009-17	5	Gartzke	38,814.00 (includes Alternate No. 1 for clearing & grubbing)
2009-18	6	Scherff	23,350.71 (includes Alternate No. 1 for clearing & grubbing)
		TOTAL	$108,281.71

I recommend that the City Council adopt the resolution accepting the quotes and awarding the quotes for Zones 1A, 2, 5, and 6, City Project Nos. 2010-13, 2010-14, 2010-17, and 2010-18 as summarized above. This work is funded from the Street Maintenance Division budget (101-5200-443.40-66).

Attachments: Resolution
Index map of Zones

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACTS FOR THE 2010 STORM WATER FACILITY MAINTENANCE PROGRAM – ZONES 1A, 2, 5, 6
CITY PROJECT NOS. 2010-13, 2010-14, 2010-17, 2010-18

RESOLUTION NO. _____

WHEREAS, pursuant to a request for quotes for the 2010 Storm Water Facility Maintenance Program, Zones 1A, 2, 5, 6, quotes were received, opened, read aloud, and tabulated according to law. The following quotes (as attached) were received.

WHEREAS, Total Repair, Inc., is the lowest responsible bidder for City Project No. 2010-13 – Zone 1A, 2010 Storm Water Facility Maintenance Program in the amount of $2,558.00; and

WHEREAS, Scherff Excavating, is the lowest responsible bidder for City Project No. 2010-14 – Zone 2, 2010 Storm Water Facility Maintenance Program in the amount of $43,559.60; and

WHEREAS, Gartzke Construction, Inc., is the lowest responsible bidder for City Project No. 2010-17 – Zone 5, 2010 Storm Water Facility Maintenance Program in the amount of $38,814.00, which includes Alternate No. 1 clearing and grubbing; and

WHEREAS, Scherff Excavating, is the apparent low bidder for City Project No. 2010-18 – Zone 6, 2010 Storm Water Facility Maintenance Program in the amount of $23,350.71, which includes Alternate No. 1 clearing and grubbing.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into contracts with Total Repair, Inc. for City Project No. 2010-13 (Zone 1A); Scherff Excavating for City Project No. 2010-14 (Zone 2); Gartzke Construction, Inc. for City Project No. 2010-17 (Zone 5); and Scherff Excavating for City Project No. 2010-18 (Zone 6); in the name of the City of Inver Grove Heights according to plans and specifications.

2. Project financing shall be provided in the Street Maintenance budget (101-5200-443.40-66).

Adopted by the City Council of Inver Grove Heights this 13th day of September 2010.

AYES:
NAYS:

_____
George Tourville, Mayor

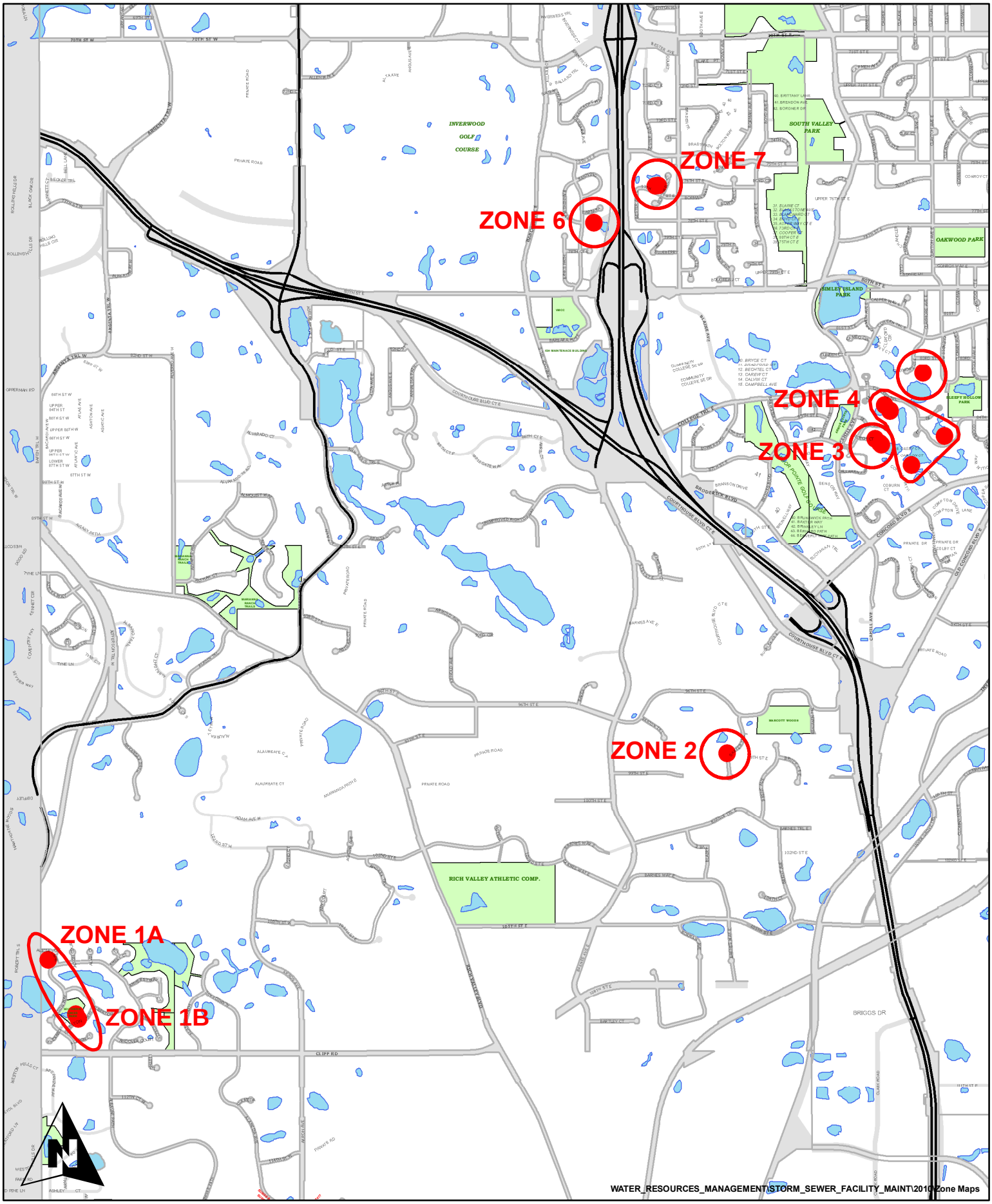
ATTEST:

_____
Melissa Rheaume, Deputy Clerk

2010 Storm Water Facility Maintenance Program

Inver Grove Heights

INDEX MAP



WATER_RESOURCES_MANAGEMENT\STORM_SEWER_FACILITY_MAINT\2010 Zone Maps

AGENDA ITEM 4J

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Policy for Credit Card Use by City Employees

Meeting Date:	September 13, 2010
Item Type:	Consent Agenda
Contact:	Ann Lanoue 651.450.2517
Prepared by:	Ann Lanoue, Finance Director
Reviewed by:	Ann Lanoue

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve Purchasing Card Policy & Procedures

SUMMARY

We have been working with our bank on providing credit cards for use by City employees to make purchases. The use of credit cards will enable cardholders to conveniently obtain certain goods and services and will help to reduce petty cash payments and employee reimbursements.

We will be able to make use of the Elan One Card credit card program through Elan Financial Services in conjunction with Bremer Bank. This program is available to the City with no fees to the City. They earn their money through fees charged to merchants who accept the cards.

As part of the process of implementing this program, we have prepared the attached Purchasing Card Policy and Procedures, Cardholder Agreement, and Request for City Purchase Card form.

I recommend approval of the attached Purchasing Card Policy.

City of Inver Grove Heights

Purchasing Card Policy & Procedures
September 13, 2010

Introduction

Minnesota Statutes, Section 471.382 adopted into law on April 7, 2001, allows cities to make purchases with credit cards. The use of credit cards enables cardholders to conveniently obtain certain goods and services and reduce petty cash payments and employee reimbursements.

Purpose

The purpose of this policy is to establish guidelines that the City of Inver Grove Heights will follow related to the use of credit cards for City purchases to help protect the City from potential loss or misuse of credit cards. The City of Inver Grove Heights will utilize an employee card. An employee card is issued to a specific employee in that employee's name and can ONLY be used by that employee.

Employee Cards

A department head may request employee cards for specific employees for their department from the Finance Department by completing a "Request for City Purchase Card" form. These cards may be used only by the authorized employee specified on the card, for approved purchases. Upon receipt of the credit card, the employee will need to activate the account by calling a toll-free number printed on the card.

Documentation

Invoices or receipts are needed to support items charged on credit cards since credit card statements lack sufficient detail to comply with Minnesota Statute 412.27, subd.2 and 471.38. For purchases in which a receipt is not normally available, a copy of the completed application or order form should be used as a receipt. (For example Conference Registration Forms)

Responsibilities

Credit cardholders are responsible for the following:

- Sign statement agreeing to terms of this credit card policy
- Sign the back of the Employee credit card and call the number to activate it.
- Ensure the credit card is kept secure and used only by the cardholder.
- Ensure the credit card is not used to make personal purchases
- Ensure the credit card is only used for appropriate City purchases.
- Ensure that charges are not split to avoid the single-purchase dollar limit.

- Ensure that extreme caution is used with credit card transactions over the telephone or internet.
- Ensure that itemized receipts or invoices for purchases are received from vendors and reviewed for accuracy.
- Ensure that receipts/invoices are coded, approved by department head and submitted to the Finance Department at City Hall in a timely manner.
- Ensure that problems with billings are resolved with vendors.
- Notify the Finance Department and/or the credit card company if your credit card is lost or stolen.
- Return the credit card for cancellation to the Finance Department prior to leaving employment with the City of Inver Grove Heights.

City of Inver Grove Heights Finance Department is responsible for the following:

- Enter approved receipts/invoices into finance system for payment.
- Reconcile invoices to the monthly credit card statement.
- Assist cardholders in resolving billing problems with vendors.
- Include listing of credit card claims with approval of bills by City Council
- Pay off all credit card charges on a monthly basis by the due date to prevent finance charges from being incurred and/or creating additional debt for the City.
- Monitor application of the requirements of this credit card policy.

General Restrictions, Limitations and Requirements

1. **Card Usage:**
   a. A city credit card may be used at any merchant that accepts credit cards, except as the City may otherwise restrict or direct. The card may be used for in-store purchases as well as approved phone, internet, fax or mail orders.
   b. When using the City credit card for in-store purchases, an employee must receive a receipt at the time of purchase. For phone, internet, fax and mail orders, a receipt must be provided upon receipt of the order. All receipts must be retained and attached to monthly statements.

2. **Limitations and Restrictions:**
   a. A purchase limit has been assigned to all cards. There will be a single transaction limit placed on the cards which means the card will be declined if you attempt to purchase more than this set amount at one time.
   b. In addition to the single transaction limit, every card has a total monthly dollar purchase limit assigned. No Card may be used for personal use or personal purchases.
   c. Splitting of charges to avoid the single purchase dollar limit is prohibited.

3. **Authorized Purchases:**
   a. Purchases may include:
      Office supplies, forms etc.
      Books and subscriptions

Computer supplies
Day timers and calendars
Hardware and tools
Spare parts
Travel expenses
Conference registration fees

Purchases by credit card will follow the current approval process of each department.

b. No City card shall be used for any product, service or with any merchant considered to be inappropriate use of City funds.

4. **Lost or Stolen Cards:**
   a. Employees assigned employee cards, or employees utilizing a department card are responsible for the security of the card and any purchases made on the City's account. If you believe you may have lost any City credit card or it has been stolen, immediately report this information to Elan Financial Services. Immediately after reporting to Elan, you must inform the Finance Director or designee at 651-450-2517 or 651-450-2521. It is extremely important to act promptly in the event of a lost or stolen card to avoid liability for fraudulent transactions.
   b. You will no longer be able to use this card after notifying the bank. The Finance Director (or designee) may request the issuance of a replacement card from Elan.

5. **Returns:**
   Any item returned to the vendor must be returned for credit or replacement. When obtaining credit, the cardholder must obtain a credit receipt. DO NOT ACCEPT CASH OR A CHECK for any items that were purchased with the purchase card.

6. **Disputed or Fraudulent Charges:**
   a. **If there is a discrepancy between your record of receipts and any statement, it is imperative that the discrepancy be addressed immediately!** Depending on the type of discrepancy, you may need to contact the merchant or work with Elan Financial Services to resolve the disputed transaction.
   b. If you believe the merchant has charged you incorrectly or there is an outstanding quality or service issue, you must first contact the merchant and try to resolve the error or problem. If you are able to resolve the matter directly with the merchant, and the error involved an overcharge, a purchase adjustment should be requested and will appear on the next statement. Note: the item should be brought to the attention of the Accounting Tech/Accounts Payable in the Finance Department at 651-450-2515.
   c. If the merchant disagrees that an adjustment is necessary, you will work with the Elan Financial Services dispute resolution process to resolve the issue. This must be done within 60 days of the transaction date.
   d. Any fraudulent charge (i.e., a charge appearing which was not authorized by you) must be reported immediately.

7. **Suspension or Revocation of Cards:**
   If any of the following occur, immediate revocation of the Credit Card privileges may result:
   - Splitting of charges to avoid the single purchase dollar limit.
   - Loaning the card to another employee for use.
   - Failure to notify the Bank and Finance Department of a lost or stolen card.
   - Consistent failure to submit receipts for payment verification.
   - The first time an inadvertent personal purchase occurs.
   - The second time the cardholder activity report is received late by the Finance Department (3 days or more after the due date).
   - The second time the attached receipts do not match the item description or dollar amounts listed on the cardholder activity report with no written explanation.

Attachments:

Request for City Purchase Card Form
Cardholder Agreement

City of Inver Grove Heights

Cardholder Agreement

You are being entrusted with a City of Inver Grove Heights credit card. The card is provided to you based on your need to purchase goods and services for the City of Inver Grove Heights. It is not an entitlement nor reflective of title or position. The card may be revoked at any time. Your signature below indicates that you have read and will comply with the terms of this agreement.

1. I understand that I will be making financial commitments on behalf of the City of Inver Grove Heights and will strive to obtain the best value for the City of Inver Grove Heights.
2. I have read and will follow the City of Inver Grove Heights Credit Card Policy and Procedures. Failure to do so could be construed as misappropriation of the City of Inver Grove Heights funds. Failure to comply with this agreement may result in either revocation of my use privileges or other corrective action, up to and including termination.
3. I understand that under no circumstances will I use the credit card to make personal purchases, either for myself or for others. Using the card for personal charges could be considered misappropriation of the City of Inver Grove Heights funds and will result in corrective action, up to and including termination of employment.
4. I agree that should I violate the terms of this agreement and use the credit card for personal use or gain, that I will reimburse the City of Inver Grove Heights for all incurred charges and any fees related to the collection of those charges.
5. The credit card is issued in my name. I will not allow any other person to use the card. I am responsible for any and all charges against the card.
6. The credit card is city property. As such, I understand that I may be periodically required to comply with internal control procedures designed to protect the City of Inver Grove Heights assets. This may include being asked to produce the card to validate its existence and account number.
7. I understand that I cannot exceed the individual limit of $_____or the monthly limit of ____$1,000____ as set by the department head and city Finance Department without specific authorization by the department head and the Finance Director. Exceeding this limit may result in either revocation of my use privileges or other corrective action, up to and including termination.
8. All charges will be billed directly to and paid directly by the City of Inver Grove Heights. The bank cannot accept any monies from me directly; therefore any personal charges billed to the company could be considered misappropriation of company funds.

9. If the card is lost or stolen, I will immediately notify our Finance Department at 651-450-2517 or 651-450-2521, if they are not available I will notify the Accountant at 651-450-2516 or the Accounting Technician/Accounts Payable at 651-450-2515.
10. I agree to surrender the credit card immediately upon termination of employment, whether for retirement, voluntary, or involuntary reasons.

Employee Name (Print)	Credit Card Number
Employee Signature	Date
Department Head Signature	Date
Finance Director Signature	Date Approved

City of Inver Grove Heights

Request for City Purchase Card

To: Ann Lanoue, Finance Director

From: _____
(City Administrator or Department Director)

The following employee is authorized to be issued a City of Inver Grove Heights Credit Card for the department indicated.

Full Name (print): _____

Sample Signature for Record: _____

Title: _____

Department: _____

Statement Mailing Address: City of Inver Grove Heights

City of Inver Grove Heights Finance Department

8150 Barbara Avenue

Inver Grove Heights, MN 55077

Home Phone: (required to aid in fraud prevention efforts) _____

Work Phone: _____

Single Transaction Limit will be $_____

Monthly purchase limit (per billing cycle) will be $ 1,000 unless it is requested to be higher by the supervisor.

_____ _____
I have read and understand the City of Inver Grove Heights Credit Card Policy (Cardholder signature) Date

_____ _____
Signature of Department Director Date

AGENDA ITEM 4K

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Hiring Keys Well Drilling Company and Automatic Systems Company for Arbor Pointe Water Tower Site Monitoring Well Installation

Meeting Date:	September 13, 2010		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Scott D. Thureen, 651.450.2571		Amount included in current budget
Prepared by:	Scott D. Thureen, Public Works Director		Budget amendment requested
Reviewed by:	SDT		FTE included in current complement
			New FTE requested – N/A
		X	Other: Water Operating Fund

PURPOSE/ACTION REQUESTED

Approve hiring Keys Well Drilling Company and Automatic Systems Company for Arbor Pointe water tower site monitoring well installation.

SUMMARY

As part of the amendment to the City's groundwater appropriation permit to approve the installation of municipal water supply Well No. 9, the Mn/DNR required that the City install a separate monitoring well to track the impact on the Jordan Aquifer.

We received Mn/DNR approval of the proposed location for this well at the Arbor Pointe water tower site. This allows us to utilize the SCADA system that serves the water tower to monitor the new well, saving thousands of dollars in costs.

The attached memo from Jim Sweeney, the Utility Superintendent, provides additional detail and the proposals for well installation.

I recommend that the City Council approve the proposal from Keys Well Drilling Company for installation of the well and that Automatic Systems Company be hired to connect the well to the water tower SCADA system. Funding comes from the Water Operating Fund.

SDT/kf
Attachment: Memo with proposals

City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen

FROM : Jim Sweeney

SUBJECT : **DNR Monitoring Well / Arbor Pointe Tower**

DATE : September 1, 2010

The Minnesota Department of Natural Resources (DNR) is the permitting agency for our municipal wells, and controls the amount of water we annually withdraw from them through our Water Appropriation Permit. The City was required to amend this permit to include Well # 9 and the water it will produce for our system.

When a permit is amended it gives the DNR an opportunity to review current and future water production, water conservation, and aquifer monitoring practices. New conditions may be attached to any of these issues as part of the new appropriation permit approval. One of the conditions (#14) the DNR attached to our approval, is the daily monitoring of a non-production Jordan Aquifer well.

The DNR offered us the use of a monitoring well that had been drilled by the US Geological Service in the 1970`s. This well is located in the City of West St. Paul near Charlton and Marie Avenue on I.S.D. 197 property. Utilizing this well would have saved us the cost of drilling a new one, however many other costs would have been incurred.

To gather the information requested by the DNR from the West St. Paul site a remote transmitting unit (RTU), power supply from Xcel Energy, and an access agreement with I.S.D. 197 would all have been necessary. After acquiring a proposal for the RTU (Automatic Systems attachment), we did not pursue this option any further. The intent of the monitoring well condition is to observe the local impact of our production wells on the Jordan Aquifer. It made no sense to us to invest that much money to observe a well in the City of West St. Paul.

In February of this year we submitted a request to the DNR for approval of a monitoring well to be constructed at the Arbor Pointe Water Tower. Constructing the monitoring well in this location allows us to monitor the aquifer in our City near our production wells, and take advantage of the power supply and remote transmitting equipment already in place at this site. On March 2nd of this year we received approval from the DNR to construct this option.

Attached are three proposals for the construction of a 4 inch monitoring well on the northwest side of the Arbor Pointe Water Tower. This well will be drilled very similar to one of our municipal wells. An 8 inch casing will be drilled to the top of the Prairie Du Chein limestone formation, then a 4 inch liner will be installed to the top of the Jordan sandstone formation which seals it from the upper aquifers. We recommend awarding the work to Keys Well Drilling Company based on their proposal for $ 32,140.00.

There will be some minor programming and level monitoring costs incurred once the monitoring well is completed. It will be necessary to acquire and transmit the information from the well at Arbor Pointe to the Water Treatment Facility via our SCADA System. We estimate these costs to be approximately $2000.00, and the work will be performed by Automatic Systems Company.

Attachments:

Minnesota DNR – Appropriation Permit Approval / December 17, 2009
Monitoring Well Approval / March 2, 2010

Automatic Systems Company – West St. Paul Monitoring Well Proposal
January 11, 2010

Inver Grove Hts. Utilities – Request for Monitoring Well Location Change
February 9, 2010

Keys Well Drilling Company – Monitoring Well Proposal / August 16, 2010

E.H.Renner & Sons – Monitoring Well Proposal / August 13, 2010

Bergerson – Caswell Inc. – Monitoring Well Proposal / July 21, 2010

Minnesota Department of Natural Resources

DNR Waters - 1200 Warner Road, St. Paul, MN 55106-6793
Telephone: (651) 259-5845 Fax: (651) 772-7977

December 17, 2009

Jim Sweeney, Utility Superintendent Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

RE: WATER SUPPLY PLAN APPROVAL AND AMENDMENT OF PERMIT #1980-6052, CITY OF INVER GROVE HEIGHTS, DAKOTA COUNTY

Dear Mr. Sweeney:

Our office has completed the review of your Water Supply Plan for public water supply authorized under DNR Permit #1980-6052. I am pleased to advise you that in accordance with Minnesota Statutes, Section 103G.291, Subdivision 3, and on behalf of the Commissioner of Natural Resources, I hereby approve your Plan. This approval is effective upon the Department's receipt of a completed copy of the attached "Certification of Adoption" form. **Please return the form to my office as soon as the City officially adopts the Plan.**

As you have been previously notified, *Minnesota Statutes*, Section 103G.291 was amended last year to require all public water suppliers in the metropolitan area serving over 1000 people to adopt a 'conservation rate' structure by January 1, 2010. This approval of the City's Water Supply Plan does not eliminate that statutory requirement. I have attached a guidance document on conservation water rates.

In accordance with your request and information provided, the permit has been amended to include well #9, unique well number 759561, which should satisfy the City's needs for the next 5 years. When the City of Inver Grove Heights has adopted a conservation rate required by statute, we will be able to increase the permitted volume of water under the public water supply permit #1980-6052.

Condition #14 of the amended appropriation permit addresses the need for monitoring well in the City of Inver Grove Heights. The standard monitoring recommendation calls for a monitoring well in the center of the wellfield and an observation well away from the pumping center. DNR observation well #19005 shown on attached Figure 1 is available for use as an observation well away from the pumping center. Multiple daily readings with a transducer and data logger are recommended for data collection from the observation well along with monthly hand measurements of static water levels for transducer calibration. The monitoring well along with reports of water levels in the seven City production wells will allow DNR Waters to monitor the aquifers and assess the potential for interference with other wells and surface water in the area. If you have questions about the monitoring well requirements, contact the DNR Ground Water Level Monitoring Coordinator, Mike MacDonald by telephone at 651-259-5676 or at gwlevelcoordinator@state.mn.us.

Please read all permit conditions and limitations. At a minimum, monthly water level readings shall be collected in all seven production wells. Daily water use, categorized by production well, shall be collected and submitted electronically with the water level data. The electronic data should be submitted as described in the permit.

The City calculated its peak demand ratio to be 2.6, which meets the conservation goal. You also reported that the trend in overall per capita demand over the past 10 years has been constant, with an average of 74.03 gallons per capita per day (GPCD) water use which is slightly below the Twin Cities Metropolitan average consumption of 75 GPCD. For more information on water conservation programs please see the Met Council's water conservation toolbox located on their web site.

Thank you for your efforts in planning for the future of the City of Inver Grove Heights's water supply and for conserving water resources of the State of Minnesota. If you have any questions or need assistance, please continue to work with Area Hydrologist Janell Miersch. She can be contacted at 651-259-5776 or via email at Janell.Miersch@state.mn.us.

Sincerely,

Dale E. Homuth
Regional Hydrologist

Enclosures (4)

- Amended Permit #1980-6052
- Certificate of Adoption form
- Conservation Rates
- Figure 1

ec: Dakota County SWCD, Brian Watson
Dakota County Environmental Health, Jeff Luehrs
Lower Mississippi River WMO, Laura Jester
Metropolitan Council, Sara Smith
Area Hydrologist Janell Miersch
DNR Central Waters: Appropriation Unit
DNR Ground Water Unit, Jay Frischman
DNR Ground Water Monitoring Coordinator, Mike MacDonald

Minnesota Department of Natural Resources

AMENDED WATER APPROPRIATION PERMIT

500 Lafayette Road
St. Paul, MN 55155-4032

PERMIT NUMBER
1980-6052
COUNTY
Dakota (19)

This Amended Permit supersedes the original and all previous amendments.

IN THE MATTER OF THE APPLICATION FOR APPROPRIATION OF WATERS OF THE STATE, PERMISSION IS HEREBY GRANTED TO:

PERMITTEE (landowner or lessee)	Business Name and/or Authorized Agent
City of Inver Grove Heights	Utility Superintendent, Jim Sweeney

Address

8168 Barbara Avenue, Inver Grove Heights, Minnesota 55077 Phone: (651) 450-2565

To Appropriate from: 7 manifold wells	Point of taking:	UTM x:	UTM y:
#3 – 24" diameter, 410' deep, Unique No. 207284, GPM 1200	NW¼ SW¼ SW¼, Sec 3 T27N, R22W	496440	4966279
#4 – 24" diameter, 280' deep, Unique No. 207285, GPM 1200	NE¼ NE¼ NE¼, Sec 9 T27N, R22W	496434	4966035
#5 – 24" diameter, 452' deep, Unique No. 165640, GPM 1500	NE¼ NE¼ SE¼, Sec 9 T27N, R22W	496434	4965204
#6 – 18" diameter, 1044' deep, Unique No. 433259, GPM 1500	NE¼ NE¼ NE¼, Sec 9 T27N, R22W	496417	4965152
#7 – 18" diameter, 514' deep, Unique No. 463527, GPM 1200	NE¼ NW¼ SW¼, Sec 9 T27N, R22W	494979	4965214
#8 – 18" diameter, 542' deep, Unique No. 655940, GPM 1400	SW¼ SE¼ SW¼, Sec 9 T27N, R22W	495347	4965434
#9 – 18" diameter, 510' deep, Unique No. 759561, GPM 2000	NE¼ NE¼ NE¼, Sec 8 T27N, R22W	494837	4965548

Purpose:

Public water supply for the City of Inver Grove Heights

Use Code (211) Municipal Waterworks

Property owned/controlled:

City property in Sections 3, 8, and 9 Township 27 North, Range 22 West

Mississippi River and Lake Pepin Watershed (38)

Authorized Signature	Title	Date
Dale E. Homuth *Dale E Homuth*	Regional Hydrologist	*Dec. 17, 2009*

This permit is granted subject to the following **CONDITIONS**:

1. **QUANTITY:**
   The Permittee is authorized to appropriate water at a rate not to exceed **10,000** gallons per minute. The total amount of water appropriated shall not exceed **1,250** million gallons per year.
2. **LIMITATIONS:**
   (a) Any violation of the terms and provisions of this permit and any appropriation of the waters of the state in excess of that authorized hereon shall constitute a violation of Minnesota Statutes, Chapter 103.
   (b) This permit shall not be construed as establishing any priority of appropriation of waters of the state.
   (c) This permit is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its employees, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the Permittee relating to any matter hereunder. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the Permittee, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the Permittee, for violation of or failure to comply with the provisions of the permit or applicable provisions of law.
   (d) In all cases where the doing by the Permittee of anything authorized by this permit shall involve the taking, using, or damaging of any property, rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the Permittee, before proceeding therewith, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests necessary therefore.
   (e) This permit shall not release the Permittee from any other permit requirements or liability or obligation imposed by Minnesota Statutes, Federal Law, or local ordinances relating thereto and shall remain in force subject to all conditions and limitations now or hereafter imposed by law.
   (f) Unless explicitly specified, this permit does not authorize any alterations of the beds or banks of any public (protected) waters or wetlands. A separate permit must be obtained from the Department of Natural Resources prior to any such alteration.
3. **PERMITTEE'S RESPONSIBILITIES:**
   (a) FLOW METER.
   The Permittee shall equip each installation for appropriating or using water with a flow meter, unless another method of measuring the quantity of water appropriated to within ten (10) percent of actual amount withdrawn is approved by the Department.
   (b) REPORTS.
   Monthly records of the amount of water appropriated or used shall be recorded for each installation. Such readings and the total amount of water appropriated or used shall be reported annually to the Director of DNR Waters, on or before February 15 of the following year, upon forms supplied by the Division. Any processing fee required by law or rule shall be submitted with the records whether or not any water was appropriated during the year. Failure to report shall be sufficient cause for terminating the permit 30 days following written notice.

(over, please)

(c) TRANSFER OR ASSIGNMENT.
Any transfer or assignment of rights, or sale of property involved hereunder shall be reported within 90 days thereafter to the Director of DNR Waters. Such notice shall be made by the transferee (i.e., new owner) and shall state the intention to continue the appropriation as stated in the permit. This permit shall not be transferred or assigned except with the written consent of the Commissioner.
(d) MODIFICATION.
The Permittee must notify the Commissioner in writing of any proposed changes to the existing permit. This permit shall not be modified without first obtaining the written permission from the Commissioner.

4. **COMMISSIONER'S AUTHORITY:**
(a) The Commissioner may inspect any installation utilized for the appropriation or use of water. The Permittee shall grant access to the site at all reasonable times and shall supply such information concerning such installation as the Commissioner may require.
(b) The Commissioner may, as he/she deems necessary, require the Permittee to install gages and/or observation wells to monitor the impact of the Permittee's appropriation on the water resource and require the Permittee to pay necessary costs of installation and maintenance.
(c) The Commissioner may restrict, suspend, amend, or cancel this permit in accordance with applicable laws and rules for any cause for the protection of public interests, or for violation of the provisions of this permit.

5. **PUBLIC RECORD:**
All data, facts, plans, maps, applications, annual water use reports, and any additional information submitted as part of this permit, and this permit itself are part of the public record and are available for public inspection at the offices of DNR Waters. The information contained therein may be used by the Division as it deems necessary. The submission of false data, statements, reports, or any such additional information, at any time shall be deemed as just grounds for revocation of this permit.

6. **WETLAND CONSERVATION ACT:**
Where the work authorized by this permit involves the draining or filling of wetlands not subject to DNR regulations, the permittee shall not initiate any appropriation under this permit until the permittee has obtained official approval from the responsible governmental unit as required by the Minnesota Wetland Conservation Act.

7. **WELL SEALING:**
The permittee shall notify the Minnesota Department of Health prior to sealing, abandoning, removing, covering, plugging or filling the well(s) from which the authorized appropriation was made. The well(s) must be abandoned by a licensed well driller and in accordance with the procedures required under Minnesota Statutes 103I and Minnesota rules 4725 as administered by the Minnesota Department of Health.

8. **INTEFERENCE:**
If notified by the Department that well interference is suspected and probable from your appropriation, based on confirmation of a formal well interference complaint, all appropriation authorized by this permit must cease immediately until the interference is resolved. The permittee may be required to obtain domestic well information within a radius of one and one half miles of the production well should well interference problems develop.

9. **CONSERVATION:**
All practical and feasible water conservation methods and practices must be employed to promote sound water management and use the least amount of water necessary, such as reuse and recycling water, saving devices, and water storage.

10. **WATER SUPPLY PLAN (FORMERLY EMERGENCY AND CONSERVATION PLAN)**
Minnesota Statues require public water suppliers serving more than 1,000 people to have a water supply plan (formerly known as Emergency and Conservation Plan) approved by the Department of Natural Resources. The plan must address supply and demand reduction measures and allocation priorities and must identify alternative sources of water for use in an emergency. Water emergency and conservation plans must be updated and submitted to the commissioner for approval every ten years.

11. **DEMAND REDUCTION:**
Public water suppliers serving more than 1,000 people must employ water use demand reduction measures before requesting approval from the Minnesota Department of Health to construct new public water supply wells, or requesting an increase in the authorized appropriation volume from the Department of Natural Resources. Demand reduction measures must include evaluation of conservation rate structures and a public education program that may include a toilet and showerhead retrofit program.

12. **WATER USE RECORDS:**
Public water suppliers serving more than 1,000 people must maintain records of the number of service connections, the volume of use by customer category, and the volume of unaccounted for water and submit this information with the annual water use report.

13. **MT. SIMON-HINCKLEY AQUIFER:**
Water appropriations from the Mt. Simon-Hinckley (MTSH) aquifer are limited to domestic water uses for general household purposes for human needs such as cooking, cleaning, drinking, washing, and waste disposal. Use of water from the MTSH aquifer for commercial, industrial, and nonessential purposes including lawn watering, golf course irrigation, and vehicle washing are prohibited by Minnesota Statutes. To meet this requirement, it has been determined that **THE CITY OF INVER GROVE HEIGHTS SHALL NOT BE AUTHORIZED TO PUMP MORE THAN 70 MILLION GALLONS OF WATER PER YEAR FROM THE MT. SIMON-HINCKLEY AQUIFER.** Increases in authorized volumes from the Mt. Simon-Hinckley aquifer will not be allowed in the future unless appropriate water conservation measures are implemented and feasible and practical alternatives to the Mt. Simon-Hinckley aquifer are found to not exist after substantial effort has been made to search for such alternatives.

14. **OBSERVATION WELL REQUIREMENT:**
The Permittee shall monitor one non-production observation well in the Jordon aquifer on a daily basis. DNR observation well #19005 is available for such use as an observation well away from the City well field. The top of the observation well casing and land surface at the well must be surveyed for elevation based on NAVD 88. Multiple daily water levels readings with a transducer and data logger are necessary for data collection, along with monthly hand measurements of static water levels for transducer calibration. All readings must be collected and submitted in digital format to the DNR Ground Water Level Monitoring Coordinator at gwlevelcoordinator@state.mn.us on a quarterly basis, or upon request.

15. **GROUND WATER MONITORING:**
Daily water level data shall be collected for all production wells including the Mt. Simon aquifer Well #6. The data should note if the production well was running at the time the water level reading was recorded. Production well water level data should be submitted electronically in an Excel spreadsheet to the DNR Ground Water Level Monitoring Coordinator at gwlevelcoordinator@state.mn.us on a quarterly basis or upon request.

ec: Dakota County SWCD, Brian Watson
Dakota County Environmental Health, Jeff Luehrs
Lower Mississippi River WMO, Laura Jester
Metropolitan Council, Sara Smith
Area Hydrologist Janell Miersch
DNR Central Waters, Appropriation Unit
DNR Ground Water Unit, Jay Frischman
DNR Ground Water Monitoring Coord., Mike MacDonald

This information is available in an alternative format upon request

Minnesota Department of Natural Resources

Central Region Waters - 1200 Warner Road, St. Paul, MN 55106-6793
Telephone: (651) 259-5845 Fax: (651) 772-7977

March 2, 2010

Jim Sweeney, Utility Superintendent
City of Inver Grove Heights
8268 Barbara Avenue
Inver Grove Heights, Minnesota 55077

RE: Amended DNR Water Appropriation Permit #1980-6052, Groundwater, Dakota County

Dear Mr. Sweeney:

This letter administratively amends Condition #14 of DNR permit #1980-6052 for Inver Grove Heights' public water supply system. In accordance with your request and information provided in a letter received February 11, 2010, the City will install a monitoring well in the Jordon aquifer adjacent to the Arbor Pointe Water Tower, not DNR observation well #19005 as stated in the amended permit signed December 17, 2009.

As stated in Condition #14, the top of the new observation well casing and land surface at the well must be surveyed for elevation based on NAVD 88. Multiple daily water level readings with a transducer and data logger are necessary for data collection, along with monthly hand measurements of static water levels for transducer calibration. All readings must be collected and submitted in digital format to the DNR Ground Water level Monitoring Coordinator at gwlevelcoordinator@state.mn.us on a quarterly basis, or upon request.

If you have any questions regarding the amendment, please contact our office at 651-259-5845.

Sincerely,

Dale E. Homuth
Regional Hydrologist

ec: Dakota County SWCD, Brian Watson
Dakota County Environmental Health, Jeff Luehrs
Lower Mississippi River WMO, Laura Jester
Metropolitan Council, Sara Smith
Area Hydrologist Janell Miersch
DNR Central Waters, Appropriation Unit
DNR Ground Water Unit, Jay Frischman
DNR Ground Water Monitoring Coordinator

AUTOMATIC SYSTEMS CO.

Monday, January 11, 2010

Mr. Jim Sweeney
City of Inver Grove Heights
8168 Barbara Avenue South
Inver Grove Heights, MN. 55077

Reference: West St. Paul Monitoring Well RTU
City of Inver Grove Heights, MN.

Dear Jim:

In accordance with your request, I am pleased to enclose herewith our budgetary proposal to furnish and install a Remote Telemetry Unit at the West St. Paul monitoring Well for monitoring, recording and trending Well level drawdown on your existing SCADA system.

Proposal includes electrical installation, including up to 200' of trenching for electrical utility, fiberglass antenna pole for mounting the antenna and installation of a Omni antenna on top of the North Tank to repeat the radio signal to the WTP.

This proposal is budgetary and will change once we work out additional details.

Thank you and please don't hesitate to give me a call with any questions.

Sincerely,

Bruce Wirth, Pres.
Automatic Systems Co.

MANUFACTURERS REPRESENTATIVES • CONTROLS • MECHANICAL EQUIPMENT

☑ MAIN OFFICE: P.O. BOX 120359 ST. PAUL, MINNESOTA 55112 PHONE 651-631-9005 (FAX) 651-631-0027
☐ BRANCH OFFICE: P.O. BOX 787 AMES, IOWA 50010 PHONE 515-232-4770 (FAX) 515-232-0795

AUTOMATIC SYSTEMS CO.

TO: Mr. Jim Sweeney
Inver Grove Heights, MN.

Budgetary
QUOTATION/
PROPOSAL NO: ASC011110AB

DATE: January 11, 2010

SUBJECT: Monitoring Well RTU
W. St. Paul location
Inver Grove Heights, MN.

F.O.B.: Factory Frt. allowed to jobsite.

APPROVAL DRAWINGS: 5-6 Weeks from receipt of an acceptable order.

BID DATE: N/A

SHIPMENT: 6-8 Weeks from receipt of approval.

QUOTATION
EXPIRES: 45 Days

PAGE: 1

QUOTATION/PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated hereon; receipt of your purchase order by Automatic Systems Co.; Ames, Iowa; and written acceptance of your order by Automatic Systems Co. and/or the manufacturer(s) involved as follows:

WE ARE PLEASED TO OFFER THE FOLLOWING EQUIPMENT AND SERVICES IN ACCORDANCE WITH YOUR PHONE REQUEST LAST WEEK:

A One (1) **Submersible Well Level Drawdown Sensor** with 250' of cable for installation in the Monitoring Well.

B One (1) **Remote Telemetry Unit**, 120Vac, Nema 4x, stainless steel, insulated, with inner door, UL labeled & Service Entrance Labeled for Utility 120Vac power, suitable for pedestal mounting at the Monitoring Well.

Proposed RTU shall be complete with surge/lightning protection, intrusion switch mounted on panel door, intrusion bypass switch mounted on inner door, digital display mounted on inner door to display drawdown level, Uninterruptible

☑ MAIN OFFICE: P.O. BOX 120359 ST. PAUL, MINNESOTA 55112 PHONE 651-631-9005 (FAX) 651-631-0027
☐ BRANCH OFFICE: P.O. BOX 787 AMES, IOWA 50010 PHONE 515-232-4770 (FAX) 515-232-0795

QUOTATION/PROPOSAL

Power Supply, 24VDC power supplies, thermostatically controlled freeze protection heater, Micrologic PLC, MDS spread spectrum radio, radio power supply, radio lightning protection and customer terminal blocks.

Proposed RTU shall continuously monitor and transmit the Well Levels to the SCADA system computers for monitoring, display and recording levels.

Provided for separate mounting are the following:

One (1) **Yagi Directional Antenna.**

One (1) **Lot length of coaxial cable/connectors** with sufficient length to facilitate connection of antennas to radio.

C One (1) **24′ Fiberglass Antenna Pole (20′ above grade)** for installation at remote Monitoring Well site with Yagi Antenna.

D One (1) **Lot configuration services as required to modify the master PLC, radio and SCADA computers** to accommodate the new Monitoring Well RTU to provide monitoring, alarming and historical recording of the water levels at the new Monitoring Well.

E One (1) **Intrusion Switch** for installation on the removable Well lid.

F One (1) **Lot Electrical Installation to include the following:**

- Installation of Drawdown sensor mounted on the removable Well lid.
- Installation/wiring of intrusion switch on well lid.
- Furnish and install control panel mounting pedestal.
- Installation of control panel on pedestal.
- Installation of Fiberglass pole.
- Installation of Antenna, coax and connector.
- Conduit and wire from drawdown sensor to RTU.

QUOTATION/PROPOSAL

- Trenching, conduit and wire allowed for Utility Power service into RTU (for bidding purposes - max. trenching of 200' included in our price).
- Trenching, conduit and coax allowed for installation of Antennas & coax (for bidding purposes - max. trenching of 30' included in our price).

G One (1) **Omni Antenna including installation labor to replace the existing Yagi Antenna at the North Elevated Tank** with an Omni Antenna to repeat Monitoring Well RTU radio signal from West St. Paul to the Water Treatment Plant.

H One (1) **Startup, checkout and Training Services.**

I Seven (7) Sets of **Approval Drawings/Data** fully coordinated with primary elements, and existing control system.

J Four (4) Copies of Complete **Installation, Operation, Maintenance Manuals.**

Your net price for Items A through J, FOB factory with **freight allowed** to jobsite including one (1) year warranty from date of startup (not to exceed 18 months from date of shipment).....**$27,483.00 plus tax.**

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

- Sales or use taxes.
- Meter socket (supplied by Utility Co.).
- Utility Co. fees or coordination services.
- Labor, or any other materials that may be required for installation not necessary detailed above.

City of Inver Grove Heights
Utility Division

February 9, 2010

Janell Miersch, Area Hydrologist
Minnesota Department of Natural Resources
1200 Warner Road
St. Paul, Minnesota, 55106

RE: Monitoring Well Requirement for Permit # 1980-6052

Dear Ms. Miersch :

Our Utility Division has completed an initial investigation of the requirements to obtain level information from DNR Observation Well #19005. As you are aware, this well is located in the City of West St. Paul and currently lacks any monitoring equipment or power supply. Our initial cost estimates to outfit this site to provide you with the requested information range between 25,000 to 30,000 dollars.

Our understanding of Condition # 14 in the approved permit is, to obtain water level information to determine the influence our municipal wells may be having on the Jordan Aquifer. To that end we suggest that it will be more economically viable, as well as more informative, to have the monitoring well located in our city.

Included with this letter is a map of Inver Grove Heights showing the locations of all of our Remote Transmitting Units or RTU's. The RTU allows us to collect and transmit information – such as a well level from a transducer – to a central location. The information can then be processed into usable data that we could submit to the Department of Natural Resources.

There are three RTU locations that we feel are most viable for the installation of a monitoring well. They are the Northside Water Tower, Arbor Pointe Water Tower, and Argenta Hills Lift Station. If you concur that one of these sites is a viable location, please contact me and we can discuss this alternative.

Thank you,

Jim Sweeney
Utility Superintendent
651-450-2565 / jsweeney@ci.inver-grove-heights.mn.us

Enclosure
IGH Utilities RTU Locations

Cc: Scott Thureen / Director of Public Works

Keys Well Drilling Company

Quotation

413 North Lexington Parkway, St. Paul, MN 55104-4696
651-646-7871 Fax 651-641-0216

To: Inver Grove Heights

Date of Quotation: August 16, 2010
Attention: Mr. Jim Sweeney
Project: Observation well
Location: Hwy 52 Water tower

We are pleased to quote you as follows:

ITEM	UNIT	EST. QTY	PRICE	TOTAL
1 Mobilize equipment/permits	LS	1	2500	$ 2,500.00
2 Drill and case 8" hole	LF	200	60	12,000.00
3 Drill 8" borehole	LF	160	35	5,600.00
4 Furnish and install 4" liner	LF	362	20	7,240.00
5 Neat cement grout	BG	80	25	2,000.00
6 Drill 4" borehole	LF	80	20	1,600.00
7 Locking cap w/ 2-1"PVC probe tubes	LF	600	2	1,200.00
	Total Project Estimate			**$ 32,140.00**

Notes/Exclusions

Ingress/egress provided by owner
Site work, excavation, restoration not included
Cutting removal by others
Estimated time to complete - 2-3 weeks
Quanities are estimates only. Final cost is determined by actual units used.
(quantities are estimated from availible well information surrounding the proposed site)

Thank you for the oportunity to quote this project.

Terms: N-30
Quotation valid for 60 days
Quoted By _____
Jeffrey W. Keys

Accepted _____

Date_____

E.H. RENNER & SONS
Incorporated
WELL DRILLING FOR FIVE GENERATIONS
15688 JARVIS STREET N.W. / ELK RIVER, MN 55330
PHONE: (763) 427-6100 / FAX: (763) 427-0533
www.ehrenner.com

Monitoring Well Proposal

August 13, 2010

To:
City of Inver Grove Heights
Utility Division
Mr. Jim Sweeny
8168 Barbara Avenue East
Inver Grove Heights, MN 55077

Project Location:
Arbor Pointe Water Tower
8815 Broderick Boulevard East
Inver Grove Heights, MN

E.H. Renner & Sons, Inc. is pleased to provide this proposal to complete an 8" x 4" monitoring well in the Jordan formation and install two PVC conduits.

Scope of work:
Acquire the necessary monitoring well permit from the Minnesota Department of Health. Drill a borehole to top of Prairie Du Chien (PDC) formation and set an 8" outer casing. Grout the 8" casing in place. Drill through the PDC to top of Jordan formation and set a 4" casing. Grout the 4" casing in place. Drill a 4" nominal open hole 80 feet into Jordan formation. Install two 1" PVC transducer tubes in the well. Install a lockable monitoring well cover. Removal of drill cuttings and site restoration will be provided by the Owner.

Item No.	Description	Estimated Units	Unit Price	Total Price
1	Mobilization	1 Lump Sum	$4,900.00	$4,900.00
2	Drill and case 8 inch hole	200 Feet	$60.00	$12,000.00
3	Drill 8 inch borehole	160 Feet	$45.00	$7,200.00
4	Furnish/install 4 inch steel liner	362 Feet	$12.00	$4,344.00
5	Neat Cement Grout	8 Cubic Yards	$400.00	$3,200.00
6	Drill 4 inch borehole	80 Feet	$15.00	$1,200.00
7	Install 2 -1 inch pvc conduit	720 Feet	$2.00	$1,440.00
8	Furnish/install locking cap	1 Each	$56.00	$56.00
Total Estimated Price				**$34,340.00**

Thank you for giving us the opportunity to provide this proposal. Please call with any questions.

Sincerely,

Roger E. Renner, MGWC
President, E.H. Renner & Sons, Inc.

BERGERSON-CASWELL

BERGERSON-CASWELL INC.
5115 INDUSTRIAL STREET
MAPLE PLAIN, MN 55359

TELEPHONE (763)479-3121
FAX (763)479-2183

Date: 21-Jul-10
RE: DRILLING SERVICES
Project: Jordan Aquifer monitoring well, Inver Grove Heights
Jim Sweeney, City of Inver Grove Heights

SCOPE OF WORK: Drilling of one Jordan Aquifer to 440'. Drill 12" borhole to 200' and install 8" steel casing. Drill 8" boring from 200' too 360' and install 4" steel liner. Within the 4" steel liner, drill 80' of open hole to a final depth of 440'.

ESTIMATED COST:	UNITS	COST	AMOUNT
- Mobilzation/demobilzation	1 LS	@ $ 5000.00	$ 5000.00
- Drill 12" borehole and install 8" steel casing	200 FT	@ $ 52.00	$ 10400.00
- Drill 8" borehole	160 FT	@ $ 25.00	$ 4000.00
- Furnish and install 4" casing/liner	362 FT	@ $ 16.00	$ 5792.00
- Neat cement grout	8 YD	@ $ 400.00	$ 3200.00
- Drill 4" borehole	80 FT	@ $ 38.00	$ 3040.00
- Install 2=1" pvc conduit	720 FT	@ $ 1.00	$ 720.00
- Install locking cap	1 EA	@ $ 125.00	$ 125.00
-	0	@ $ 0.00	$ 0.00
-	0	@ $ 0.00	$ 0.00
-	0	@ $ 0.00	$ 0.00

TOTAL COST ESTIMATE: $ 32277.00

ACCEPTED BY: DATE: SUBMITTED BY:

Cost estimate valid for 60 days from date issued.
If work orders issued beyond that date please call for current pricing.

David J. Lenzmeier
Department Manager Date: 21-Jul-10

PLEASE RETURN ONE COPY FOR OUR RECORDS

AGENDA ITEM 4L

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Consider Proposal for Engineering Services from WSB, Inc. for Argenta Hills 2nd Addition Water System Modeling

Meeting Date: September 13, 2010
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: SJT

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Development escrow account

PURPOSE/ACTION REQUESTED

Consider proposal for engineering services from WSB, Inc. for Argenta Hills 2nd Addition Water System Modeling.

SUMMARY

To plan for future development in the Argenta Hills 2nd Addition development, the City would like to determine water main sizing for the development that provides adequate fire flow and system operating pressures. Since 2008, WSB, Inc. has been used to evaluate water system impacts of planned developments in the Northwest Area.

The scope of the project is for Argenta Hills 2nd Addition area water demands, expand existing model to serve Argenta Hills 2nd Addtion, determine appropriate water main sizing, conformance to ultimate water system and prepare a summary. The cost is not to exceed $700 and will be paid for out of the Argenta Hills 2nd Addition engineering escrow fund.

The approval of this item is contingent on Council approval of the final plat and final PUD for Argenta Hills 2nd Addition. I recommend approval of the proposal for engineering services from WSB, Inc. for Argenta Hills 2nd Addition water system modeling.

TJK/kf
Attachment: Proposal

WSB & Associates, Inc.

Infrastructure ■ Engineering ■ Planning ■ Construction

701 Xenia Avenue South
Suite 300
Minneapolis, MN 55416
Tel: 763-541-4800
Fax: 763-541-1700

September 1, 2010

Mr. Tom Kaldunski, PE
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Proposal for Engineering Services
Argenta Hills 2nd Water System Modeling
City of Inver Grove Heights, MN

Dear Mr. Kaldunski:

WSB & Associates, Inc. (WSB) is pleased to present this proposal to the City of Inver Grove Heights (City) to provide professional engineering services as they relate to Argenta Hills 2nd Water System Modeling.

Project Understanding

The City provided WSB its WaterCAD model in May of 2008. Since that time, WSB has used the City's model to evaluate water system impacts of planned developments, such as Southview Senior Living and InverPoint Business Park.

To plan for future development in the Argenta Hills 2nd development, the City would like to determine water main sizing for the development that provides adequate fire flow and system operating pressures.

Project Approach/Scope of Services

WSB's project scope and proposed work plan is based on our understanding of the project and experience on similar projects.

1. Project Future Argenta Hills 2nd Development Area Water Demands

Determine water demand projections for full build out of the Argenta Hills 2nd development area. Water demand projections will be developed based on an assumed gallons per lot per day basis. The City has indicated the proposed land use will be strictly residential.

2. Expand Existing Model to Serve Argenta Hills 2nd Development Area

Based on the projected future water demand generated by the Argenta Hills 2nd development, the City's existing system WaterCAD model will be expanded to account for

the added demand resulting in a revised existing system model. Expansion of the model will include a layout of future water mains.

3. Determine Appropriate Water Main Sizing

Based on the projected future water demand, location of water mains, and proximity to existing trunk water mains, the City's WaterCAD model will be used to determine water main sizes with adequate capacity for appropriate system operating pressure and available fire flow.

4. Conformance to Ultimate Water System

Based on the projected future water demand generated by the Argenta Hills 2nd development, the proposed development will be added to the City's ultimate system WaterCAD model. The ultimate water system model will be run to verify that the water mains proposed for the Argenta Hills 2nd area will not negatively impact the City's planned ultimate system.

5. Prepare Summary

A brief email summarizing the proposed water main layout and sizing within the Argenta Hills 2nd development and the water system modeling scenarios evaluated will be provided to the City.

City of Inver Grove Heights' Tasks

In order to complete the tasks outlined in this work plan, we will need the City to provide:

- A designated contact person.
- Answers to specific project questions.
- Requested data and information as needed and indicated in the work plan.
- Decisions regarding project direction.
- Future Land Use Plan and definition of future service areas.
- Guidance regarding the timing of future development.

Proposed Fee

The cost to provide the scope of services outlined in this proposal will be billed on an hourly basis, based on our current hourly rates. We propose to complete the scope of services outlined above on an hourly basis for an estimated cost not to exceed $700.

This letter represents our understanding of the project scope. If you are in agreement, please sign on the space provided and return one original signed copy to us for our records. We will start immediately upon receipt of the signed agreement.

If you have any questions concerning the work plan or fee as discussed herein, please feel free to contact us at 763-541-4800. We look forward to working with you and greatly appreciate the opportunity to assist you and your staff in the completion of this project.

Sincerely,

WSB & Associates, Inc.

Joseph C. Ward, PE
Project Engineer

Bret A. Weiss, PE
President

ACCEPTED BY:

City of Inver Grove Heights, Minnesota

Name _____

Title _____

Date _____

AGENDA ITEM 4M

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Proposal for Assistance with Blaine Pit Clean-Up

			Fiscal/FTE Impact:
Meeting Date:	September 13, 2010		None
Item Type:	Consent		Amount included in current budget
Contact:	Barry Underdahl, 651.450.2556		Budget amendment requested
Prepared by:	Barry Underdahl, Street Superintendent		FTE included in current complement
Reviewed by:	Scott D. Thureen, Public Works Director		New FTE requested – N/A
	SDT	X	Other: Host Community Fund, Street Maintenance Budget

PURPOSE/ACTION REQUESTED

Approval proposal for assistance with Blaine Pit clean-up.

SUMMARY

At the August 23rd City Council meeting, the topic of the Blaine Pit was raised by a resident. A portion of this City-owned parcel has been used by Park Maintenance, Street Maintenance and Utilities for many years to temporarily store, or process, materials. Over the years more and more material has not been removed from the site due to lack of a permanent disposal site.

After the discussion at that Council meeting, the Street Maintenance Superintendent inspected the site to determine what would need to be done to bring it into conformance with its original intended use. Staff contacted four local contractors to obtain quotes for assisting with disposal of the excess material. Two contractors responded. The low quote contractor's price for assisting us is less than the cost we were quoted to dispose of the material at the landfill for its use as daily cover. The attached memo from Barry Underdahl provides more detail.

I recommend that the Council approve the proposal from Max Steininger, Inc. to assist City forces with the Blaine Pit clean-up. Funding comes from the Host Community Fund ($10,000) and the Street Maintenance budget ($4,355).

BU/kf
Attachment: Memo and proposals

City of Inver Grove Heights
Streets/Central Equipment

MEMORANDUM

TO : Scott Thureen

FROM : Barry Underdahl
Jeff Lengsfeld

SUBJECT : Blaine Pit

DATE : September 8, 2010

Background

The Utilities, Parks and Street Departments have placed materials on a site known as the Blaine Avenue Pit for over 25 years. This City-owned land abuts State property and is located between TH 52 and Blaine Avenue, south of Upper 55th Street. The property is intended to be a staging area used to temporarily store materials such as sod, wood chips, concrete, asphalt, sweepings, millings, rock, dirt, etc. The purpose of this site is for smaller quantities of materials to be stockpiled and sorted to allow a more efficient use of time and equipment before permanently disposing of, or reusing, the materials.

The process of removing the materials from the Blaine Avenue Pit and keeping it organized has become a problem. Too much material has remained onsite over the years. Approximately 4000 yards of mixed materials should be hauled out to allow a cleanup of the property and the reorganization of the site. Some of this material stockpiling has spilled over onto the adjacent State property and must be removed.

We contacted four local contractors and requested quotes for assisting us with the cleanup. Two provided quotes; Frattalone Companies and Max Steininger, Inc. Max Steininger, Inc., provided the lowest quote. Steininger will submit a sample of the material for soil analysis prior to any work taking place. He has arranged for the disposal of the soils at a landfill at no charge, if a dozer is provided. Steininger will provide an excavator with operator to sort and load materials on site in the Blaine Avenue Pit. He will also provide a dozer with

operator at the landfill. The City will provide three tandem axle dump trucks and hire three more tri-axle trucks from Pine Bend Paving to help haul. Six trucks should keep the excavator and dozer moving. Three, 9-hour days should be sufficient to move the estimated 4000 yards of materials from the Blaine Avenue Pit.

Max Steininger, Inc:

Cat 320L excavator	$3,375 ($125.00 per hour with operator)
Mobilize excavator	$250.00
Cat D6R dozer	$3,375 ($125.00 per hour with operator)
Mobilize dozer	$250.00
Soil test	$400.00
	$7,650.00

Pine Bend Paving:

3 tri-axle trucks	$6,885.00 ($85.00 each per hour with driver)
Total	$14,535.00 (or $3.63 per cu. yd.)

Frattalone Companies also submitted a quote of $7.75 per cu. yd. to move the estimated 4000 cubic yards.

Recommendation

We recommend accepting the quote from Max Steininger, Inc., for $7,650.00 and request approval to hire Pine Bend Paving trucks at $6,885.00 for a total project cost of $14,535.00.

MAX STEININGER INCORPORATED

EXCAVATION DEMOLITION SHORING

August 26, 2010

City of Inver Grove Heights **Fax: 651-455-9405**
Attn: Jeff **Tel: 651-775-7466**

Proj: Stockpile Removal
Blaine Avenue

Dear Jeff:

Per our conversation today we propose to load and level clean soils hauled by the City (or its trucker) to the Pine Bend landfill on 117th Street. I spoke to Michael Tocko at the landfill and he said the material could be dumped for free if we provided a dozer. He did ask for a soil test for DRO, VOC, and SVOC contaminants prior to hauling. I have submitted the soil sample to Legend Technical services for analysis. It may take up to 10 days to get it back.

Once the test is submitted and approved by the landfill, we can begin hauling if you so direct. We will need an excavator on the loading end, 6 to 8 dump trucks and a dozer on the dump end. I understand you will provide the dump trucks, belly dumps, or side dumps.

We will provide the following equipment:

Cat 320L excavator	$125.00 per hour with operator.
Cat D6R dozer	$125.00 per hour with operator
Mobilize dozer	$250.00 each
Mobilize excavator	$250.00 each
Testing	$400.00 each

I would expect that 6 trucks will haul about 10 loads per hour or 90 loads in a 9 hour day. Please let me know if you would like to proceed. Our payment terms are net 30.

Call me at 612-986-9564 with any questions.

Sincerely,
MAX STEININGER, INC.

Greg Steininger

This bid is subject to receipt of final plans, subcontract and work schedule agreeable to Max Steininger, Inc. Pricing may be subject to change if not accepted within 15 days of the proposal date. This letter is to be attached as a rider to the subcontract.

3070 SOUTH LEXINGTON AVENUE EAGAN, MINNESOTA 55121 PHONE 651 454 6620 FAX 651 454 6716

08/26/2010 13:36 (FAX)6596697117 P.001/001

PROPOSAL

FRATTALONE COMPANIES
Commercial-Industrial-Municipal-Utilities
Demolition-Environmental
3205 Spruce Street St. Paul, MN. 55117
PHONE: (651) 484-0448 Fax (651) 484-7839
www. frattalonecompanies.com

COMMERCIAL • INDUSTRIAL • MUNICIPAL • UTILITIES • DEMOLITION •ENVIRONMENTAL

Proposal submitted to: City of Inver Grove Hgts	**Phone: 651-248-3415**	**Date: August 31, 2010**
Attention: Jeff Lengsfeld	**Fax: 651-455-9405**	
Street: 8150 Barbara Ave	**Job name: Dump removal**	
City, State, & Zip Code: IGH MN, 55077	**Job location: Blaine Ave**	
	Job phone:	

We hereby submit specifications and estimates for:

To load and haul out approximately 4000CY(LV) of soil from the Blaine Ave dump site. **$7.75 Per CY**

End DumpTrucks per hour	$ 110.00
Excavator per hour	$ 165.00
Dozer per hour	$ 165.00

This proposal does not include:
Erosion Control, Permits, Restoration, Testing, Surveying

ANY QUESTIONS FEEL FREE TO CALL: (651) 283-6608 CELL
(651) 484-0448 OFFICE
TONY FRATTALONE

Authorized Signature _____
Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal –

The above prices, Specs & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Proposal from Decision Resources LTD to Perform 2010 Community Wide Phone Survey

Meeting Date:	September 13, 2010		**Fiscal/FTE Impact:**
Item Type:	Work Study Session		None
Contact:	Eric Carlson – 651.450.2587		Amount included in current budget
Prepared by:	Eric Carlson		Budget amendment requested
Reviewed by:	Joe Lynch		FTE included in current complement
	Jenelle Teppen		New FTE requested – N/A
		X	Other

PURPOSE/ACTION REQUESTED
Approve a proposal submitted by Decision Resources LTD to perform a community phone survey. The proposed survey has 134 questions and will cost $20,000. Funding for the survey is recommended to be $13,000 from the General Fund and $7,000 from an Active Living Grant the City was awarded from Dakota County.

SUMMARY
It has been approximately 20-years since the City of Inver Grove Heights performed a professionally administered community survey. Decision Resources LTD proposes a telephone survey of 400 randomly selected households which will provide the City results projectable to the entire city adult population within +/- 5% in 95 out of 100 cases.

Generally the topics the proposed survey will cover include:

- Basic demographic information
- Basic housing questions
- Rating city service levels and quality
- Neighborhood safety and traffic issues
- Park and Trail system amenities
- Healthy Living topics (required by Active Living Grant)

The tentative schedule for the survey is as follows:

September 13th	City Council mgt	Council approval to perform the survey
Late September	Decision Resources	Tests survey
Month of October	Decision Resources	Performs phone survey
Week of November 8th	Decision Resources	Review survey results with City staff
November 22nd	City Council mgt	Results of survey presented to City Council

Copies of the survey questions and results will be shared with the Council and all Advisory Commissions once the survey process is completed.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Authorize the Solicitation of Bids for the VMCC/Grove Locker Remodeling Project

			Fiscal/FTE Impact:
Meeting Date:	September 13, 2010		
Item Type:	Consent Agenda		None
Contact:	Michael Sheggeby 651.450.2514		Amount included in current budget
Prepared by:	Michael Sheggeby		Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation		FTE included in current complement
			New FTE requested – N/A
		X	Other

PURPOSE/ACTION REQUESTED
Authorize the solicitation of bids for the VMCC/Grove Locker Remodeling Project as presented in the Work Study Session this evening.

SUMMARY
At the May 24th, 2010 Council Workshop city staff came to the council for guidance on a proposed locker room remodeling project. Since then we have been working on plans to update the men's, women's and family locker room at the Grove. Plans include the replacement of lockers, flooring, paint, and miscellaneous improvements. The project budget is $220,000 and staff plans to act as the general contractor and coordinate the work performed by the different sub-contractors that will complete the work.

We have been working with Ms. Coco Dugan Early, an interior designer at the Dakota County Technical College to determine the best materials and color scheme for the project. The recommendations being made are based on industry standards and feedback received from members and guests.

The colors selected in the locker rooms will be used in other areas of the building as we update flooring and paint over the next few years. As outlined in the audit of the facility, this will be the first step in our effort to "re-brand" the facility.

Beginning in 2010 we raised monthly membership fees by $1 per month to assist us in financing this project. The additional $1/month should generate approximately $14,000 in 2010. The 2011 budget proposes an additional $1 per month increase raising an additional $28,000. Project would be funded from the Capital Facilities Fund with a balance of $1,976,000.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Accept Grant for Simley Shoreline Improvements from Great River Greening

			Fiscal/FTE Impact:
Meeting Date:	September 13, 2010		
Item Type:	Consent Agenda	[ ]	None
Contact:	Mark Borgwardt – 651.450.2581	[ ]	Amount included in current budget
Prepared by:	Mark Borgwardt	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson – Parks & Recreation	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[x]	Other

PURPOSE/ACTION REQUESTED

Recommend approval of proposed east Phase 2 shoreline restoration plan for Simley Lake outlined in attached proposal for $20,660 from Great River Greening. Majority of project cost to come from $15,200 DNR Shorelands Restoration Grant. Recommend city cost of $5,460 come from Park Maintenance Fund 444.

SUMMARY

A main goal of the restoration plan would be to incorporate native vegetation along the lake shore. This would be accomplished by using a combination of erosion control materials, introduced soil/compost and native plants that would have the ability to withstand the conditions associated with the shore use. The planting would transition from a shoreline mix to a mixed height mesic mix to a short dry mix in a buffer approximately 12' wide along the shore. To accommodate shore fishing the DNR is willing to donate shore fishing stations if city park crews install. The shoreline planting would have many positive impacts for this highly visible park including:

1. The park and shoreline has a tremendous Canada goose problem. Planting taller transition-zone vegetation along the shoreline should reduce use by geese.

2. Establishing native grasses and flowers in this area will provide a long term, ecologically sound landscape that is perfectly adapted to the existing soils. Native prairie grasses and flowers will not require mowing, irrigation, fertilizer, herbicide or other soil amendments, and it will add a distinctive look to the site.

3. The shoreline restoration plan as proposed would improve habitat and attract desirable birds and butterflies.

4. The plan would soften the look of current shoreline and be much more aesthetically pleasing making the park a much more attractive destination.

5. According to the DNR, Simley Lake has poor water quality for most of the open water season and has persisted in this state for many years. The shoreline planting would help stabilize the shore, reduce erosion and sediment flow into the lake by providing a filtering buffer and help improve water quality. Future plantings around the remaining shoreline would further promote improving water quality.

CONTRACT

Great River Greening
35 West Water Street, Suite 201
Saint Paul, MN 55107-2016

651-665-9500
651-665-9409 FAX

Contracting Agent City of Inver Grove Heights		**Phone** (651) 450-2500	**Date** August 31, 2010
Street Address 8150 Barbara Ave		**Project Name** Simley Lake Shoreline Restoration Phase 2	
City, State, Zip Code Inver Grove Heights, MN 55077		**Project Location** Simley Lake, County Rd 28, Inver Grove Heights	
Client Name Contact Mark Borgwardt		**Contact Phone** (651) 450-2500	
Greening Contact Todd Rexine	**Date of Bid** 8/16/2010	**Project Number** GIGH01	**Greening Contact Phone** 651-665-9500 x28

I. **Parties.** This contract governs the rights and responsibilities of Great River Greening and the *City of Inver Grove Heights*, where Great River Greening has been retained to perform services for the contracting party.

II. **Scope of Services.** Great River Greening and the City of Inver Grove Heights agree to partner together to achieve the below objectives shoreline restoration at Simley Lake.

Great River Greening Responsibilities:
Shoreline restoration and follow up maintenance along Simley Lake *(See attachment A)*

Task 1 – Site Preparation (Herbicide Spray, Prescribed Burn)
In preparation for seeding all unwanted vegetation will be treated with an aquatic approved herbicide such as Rodeo©. This spray will be followed up with a prescribed burn to remove thatch. The burn will be either in the fall of 2010 or spring of 2011 depending on fall weather conditions. Great River Greening will develop a burn plan, submit it to MN DNR and apply for a local burn permit with the City. The burn will be followed up with in 2 weeks by a second spray to treat any cool season weeds that may come up.

Task 2 – Seeding
Due to the steep grade on the majority of the site seeding will need to be conducted through hand broadcasting. After the area is seeded the site will receive a light raking to ensure good soil contact. *See Attachment B for seed mixes and plant lists.*

Task 3 – Erosion Control
A cover crop of Winter Wheat will be sown in with seed to provide temporary erosion control as the native seed germinates. In steeper areas, where designated, S150 erosion blanket (or equivalent) will be installed per manufacture guidelines. Fabric will be installed upon completion of seeding.

Task 4 – Goose Control Fencing
Fencing will be installed after seeding around the perimeter of the site. The fencing will consist of T-posts and snow fencing. Wire will be criss-crossed from the T-posts to further deter geese and ducks.

Task 5 – Volunteer Planting
Native plants (plugs) will be installed at key areas to enhance the planting and provide some immediate vegetation establishment. The planting will be conducted in the spring of 2011 with 15-20 volunteers planting 1000 plants. *See Attachment B for plant lists.*

Task 6 – Establishment Maintenance 2011 -2013
To ensure establishment of the seeding on-going maintenance will be needed. In the first year and second years following planing a combination of mowings and spot sprays will be conducted to control unwanted vegetation from reestablishing. In the third year the site will receive a prescribed burn as well as follow up spot sprays and mowings.
2011 – Four visits
2012 – Four visits
2013 – Two visits and prescribed burn

City of Inver Grove Heights' Responsibilities:
Upon completion of the final year of maintenance (2013) by Great River Greening the City of Inver Grove Heights will assume ongoing maintenance for the site.

III. Schedule of Payments. City of Inver Grove Heights will make payment upon the following schedule:

Budget for the project is as follows:

Site Preparation	$2,490
Seeding	$1,550
Erosion Control	$1,880
Goose Control Fencing	$7,290
Planting Event	$2,250
Establishment Maintenance	
Year 1 Maintenance (2011)	$1,680
Year 2 Maintenance (2012)	$1,680
Year 3 Maintenance (2013)	$1,840
Total for Restoration work	**$20,660**

($15,200) Great River Greening contribution (via DNR Shorelands Restoration Grant)
($5,460) City of Inver Grove Heights contribution

Schedule of Payments. City of Inver Grove Heights will make payment upon the following schedule:

$ 1,360 November 30, 2010
$ 1,360 September 30, 2011
$ 1,360 September 30, 2012
$ 1,380 September 30, 2013

IV. Limitation of liability. City of Inver Grove Heights shall indemnify Great River Greening and hold it harmless from and against any loss, claims, liabilities, damages and costs, including reasonable attorney's fees, related to the Project or the performance of their services pursuant to this Agreement, unless caused by the negligence of Greening, its agents or employees.

V. Amendment. This Agreement may be amended only in a written document signed by both parties.

VI. Independent Contractors. Each party, its officers, agents and employees are at all times an independent contractor to the other party. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venture of or with, the other.

VII. **Entire Agreement.** This Agreement represents the entire agreement and understanding of the parties hereto with respect to the subject matter of this Agreement, and it supercedes all prior and concurrent agreements, understandings, promises or representations, whether written or oral, made by either party to the other concerning such subject matter.

VIII. **Insurance.** Great River Greening agrees to maintain during the term of this Consulting Contract the following insurance: Workers Compensation Insurance, Commercial General Liability (with coverage no more restrictive that that provided for by standard ISO Form CG 00 01 11 88 or CG 00 01 10 93 with standard exclusions "a" through "n") with a minimum limit of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate for bodily injury and property damages, the limit specified may be satisfied with a combination of primary and Umbrella/Excess Insurance.

IX. **Waiver.** The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the right to enforce or require compliance with such provision.

X. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.

XI. **Completion.** Work for this Project will be performed by ~~September~~ June 30, 2013 unless circumstances beyond Great River Greening's control that prevents Great River Greening from completing the Project.

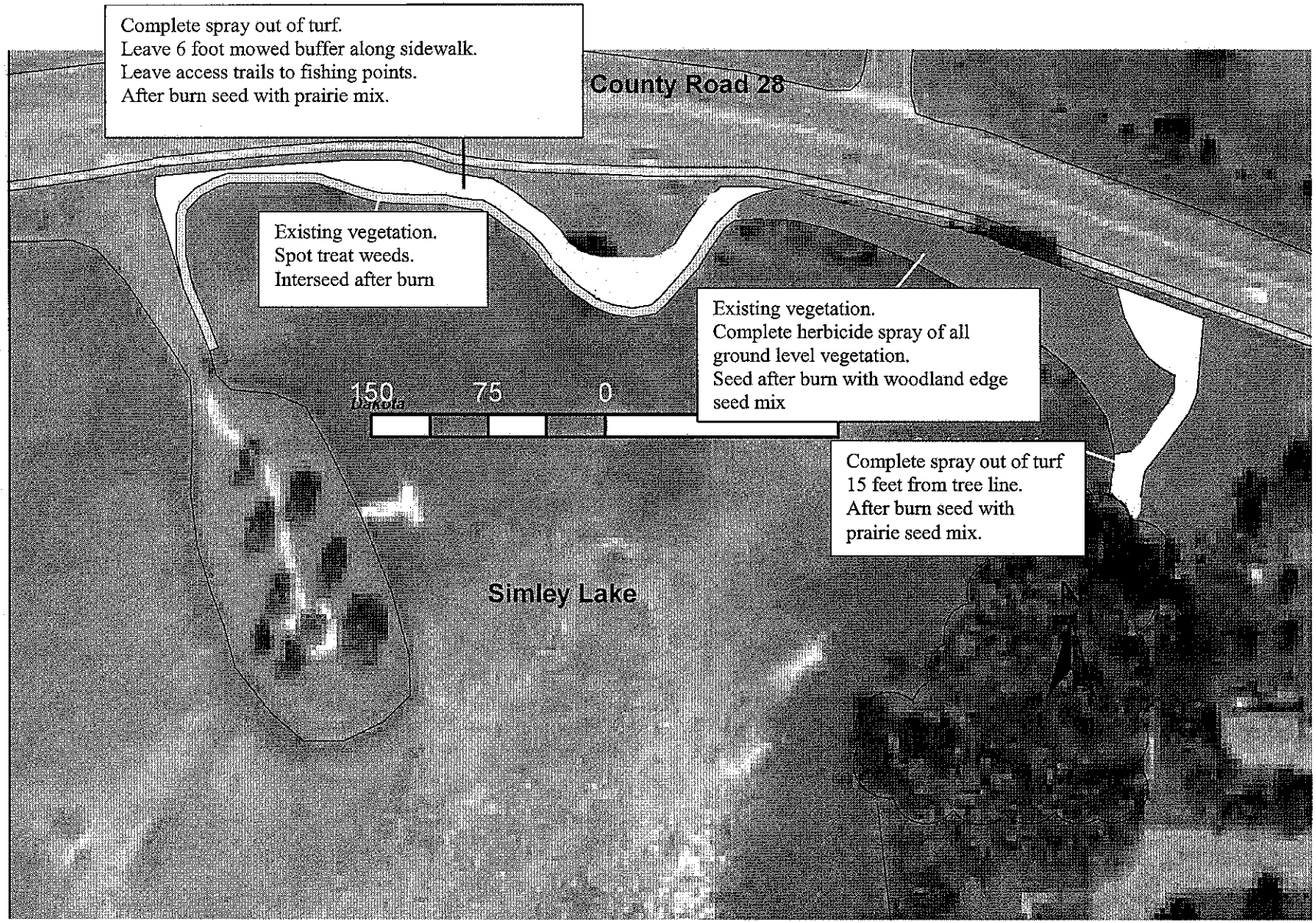
Great River Greening	Insert Here Representative
Signature: _____	Signature: _____
Name: Deborah Karasov	Name: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Contact Persons

The authorized contact person for Great River Greening is:
Todd Rexine
35 Water Street, Suite 201
Saint Paul, MN 55107
651-665-9500 ext. 28

The authorized contact person for the City of Inver Grove Heights is:
Mark Borgwardt
8150 Barbara Ave
Inver Grove Heights, MN 55077
(651) 450-2500

Attachment A: Site Map



Attachment B: Seed and Plant Lists

Proposed Prairie Seed Mix

Forbes	
Scientific Name	Common Name
Asclepias incarnata	Butterfly milkweed
Dalea purpureum	Purple Prairie Clover
Liatris pycnostachya	Prairie Blazingstar
Monarda fistulosa	Wild Bee Balm
Ratibida pinnata	Yellow Coneflower
Rudbeckia hirta	Black eyed Susan
Grasses/Sedges/Rushes	
Scientific Name	Common Name
Andropogon gerardii	Big Bluestem
Bouteloua gracillis	Blue Grama
Bouteloua curtipendula	Side oats Grama
Elymus canadesis	Canada Wild Rye
Schyzacrium scoparium	Little Bluestem
Sorghastrum nutans	Indian Grass

Proposed Woodland Seed Mix

Forbes	
Scientific Name	Common Name
Dalea purpureum	Purple Prairie Clover
Heliopsis helianthoides	Ox eye Sunflower
Monarda fistulosa	Wild Bee Balm
Solidago flexicaulis	Zig Zag Goldenrod
Rudbeckia hirta	Black eyed Susan
Rudbeckia lacinata	Wild Goldenglow
Thalictrum dioicum	Early Meadow Rue
Grasses/Sedges/Rushes	
Scientific Name	Common Name
Andropogon gerardii	Big Bluestem
Bouteloua curtipendula	Side oats Grama
Bromus kalmii	Kalm's Brome
Elymus canadesis	Canada Wild Rye
Elymus hystrix	Bottlebrush Grass
Sorghastrum nutans	Indian Grass

Proposed species list for plug planting

Forbes	
Scientific Name	Common Name
Asclepias incarnata	Butterfly milkweed
Geum triflorum	Prairie Smoke
Dalea purpureum	Purple Prairie Clover
Liatris punctata	Dotted Blazingstar
Lobelia siphilitica	Blue Lobelia
Grasses/Sedges/Rushes	
Scientific Name	Common Name
Carex pennyslvanica	Pennsylvania Sedge
Sporobolus heterolepis	Prairie Dropseed

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Approve Contract with HKGI for Trail Gap Study

Meeting Date:	September 13, 2010		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	[ ]	None
Contact:	Mark Borgwardt	[ ]	Amount included in current budget
Prepared by:	Mark Borgwardt	[ ]	Budget amendment requested
Reviewed by:	Eric Carlson	[ ]	FTE included in current complement
		[ ]	New FTE requested – N/A
		[x]	Other

PURPOSE/ACTION REQUESTED

Receive information and approve Hoisington Koegler Group Inc. Contract (attached) utilizing $16,000 mini-grant secured by city staff from Dakota County Active Living Program to conduct a sidewalk/trail system gap study to identify key gaps in the trail and sidewalk network and to prioritize improvements to fill those gaps and enhance the trail system. The project would contribute to creating a more active and healthy community and encourage non-motorized transportation as outlined in the recently adopted Inver Grove Heights Comprehensive Park Plan & Development Guide.

SUMMARY

The Dakota County Public Health Department (DCPHD), with funding from the State Health Improvement Program (SHIP), is pleased to offer an opportunity for local government agencies in Dakota County to apply for mini-grants to create healthier communities. Maximum grant amount is $25,000. City Parks and Recreation and Planning staff attend regular meetings to promote Inver Grove Heights for available grant opportunities. The $16,000 grant recently secured by Parks staff met the programs two objectives:

- Increasing access to community recreation facilities
- Increasing access to non-motorized transportation (walking and biking)

This $16,000 grant also advances goals outlined in the recently adopted Inver Grove Heights Comprehensive Park Plan & Development Guide, which calls for providing expansion, improvement and maintenance of the community's sidewalk and trail system. The plan also states the City should continue to make every effort to provide off-road trails as outlined in the trail master Plan and to capitalize upon the many sources of grants and aid at the local, state and federal level.

Staff therefore recommends signing contract with Hoisington Koegler Group Inc. to conduct trail and sidewalk gap study utilizing $16,000 grant secured from Dakota County and with no cost to the city.

AN AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS, MINNESOTA AND HOISINGTON KOEGLER GROUP INC. TO PREPARE A TRAIL GAP STUDY AND RECOMMENDATIONS

This outlines a Scope of Services, Fee Schedule and other elements which together constitute an agreement between the **City of Inver Grove Heights, Minnesota**, hereinafter referred to as the CLIENT, and **Hoisington Koegler Group Inc.**, hereinafter referred to as the CONSULTANT for preparation of a **Trail Gap Study** and recommendations, hereinafter referred to as the PROJECT.

The CLIENT and CONSULTANT agree as set forth below:

A. BASIC SERVICES

The CONSULTANT'S basic services for the PROJECT are as provided in Attachment A Work Program.

B. ADDITIONAL SERVICES

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A above.

2. Services or Deliverables not specifically identified in Paragraph A above.

C. FEES FOR PROFESSIONAL SERVICES

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee based on the CONSULTANT'S current hourly rate schedule (see Attachment B) not-to-exceed Sixteen Thousand Dollars ($16,000).

2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee.

3. Statements will be submitted to the CLIENT on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.

4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

D. CLIENT'S RESPONSIBILITY

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files, pertinent plans, aerial photographs, base maps, inventory data, available GIS mapping, limited to those that are reasonably available.

2. Arrangements and notification for public meetings.

3. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in paragraph A.

E. INSURANCE

CONSULTANT shall maintain insurance of the kind and in the amounts shown below for the life of the contract. Certificates for General Liability Insurance should state that the CLIENT, its officials, employees, agents and representatives are Additional Insureds. The CLIENT reserves the right to review CONSULTANT's insurance policies at any time to verify that contractual requirements have been met.

1. Commercial General Liability Insurance
   $1,000,000 per occurrence
   $1,000,000 general aggregate
   $50,000 damage to rented premises
   $5,000 medical expenses

2. Umbrella Liability
   $1,000,000 per occurrence
   $1,000,000 general aggregate
   $10,000 self-insured retention

3. Worker's Compensation and Employer's Liability
   a. Worker's Compensation per Minnesota Statutes
   b. Employer's Liability
      $500,000 per accident;
      $500,000 per employee;
      $500,000 per disease policy limit.

4. Professional Liability Insurance
   $1,000,000 per claim
   $2,000,000 annual aggregate

F. COMPLETION SCHEDULE

The services of the CONSULTANT will begin upon CLIENT approval and will, absent of causes beyond the control of the CONSULTANT, be completed by March 31, 2011.

G. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

H. EQUAL OPPORTUNITY

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

I. INDEMNIFICATION

CLIENT agrees to indemnify, defend and hold CONSULTANT harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the PROJECT and/or this Agreement, except that the CONSULTANT shall not be entitled to indemnification to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by CONSULTANT's negligent errors or omissions.

J. TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS

1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CLIENT and the CONSULTANT.

2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.

3. Neither the CLIENT nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.

5. This Agreement shall be governed by all applicable laws.

6. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

K. DISPUTES

In the event the CLIENT and CONSULTANT are unable to reach agreement under the terms of this contract, disputes shall be resolved using alternative dispute resolution (ADR).

L. REVOCATION

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

M. AUTHORIZATION

IN WITNESS WHEREOF, The CLIENT and the CONSULTANT have made and executed this Agreement for Professional Services,

This _____ day of _____, 2010

CLIENT
City of Inver Grove Heights, Minnesota

_____ _____

Name Title

CONSULTANT
Hoisington Koegler Group Inc.

Greg Ingraham
_____

Name: Greg Ingraham Title: Vice President

Attachment A - Inver Grove Heights Trail Gap Study Scope of Work

General Scope: Conduct a trail system gap study to identify key gaps in the trail network and prioritize improvements to fill those gaps and enhance the trail system. The study process will have five tasks as outlined below.

Task 1 Data Gathering and Trail System Evaluation
October 2010

Obtain GIS maps of existing trails and sidewalks, parcel data and planimetric data and other pertinent study data as needed from the City. Identify planned regional trails and existing and planned trails in adjoining cities.

Hold a kick -off meeting with City staff to discuss study goals, identify gaps, issue areas and opportunities and to discuss preliminary criteria for prioritizing trail/walk improvements. City staff and HKGi staff to tour of the trail system. Hold an introduction and idea gathering meeting with the Parks and Recreation Commission the same date as the tour.

Prepare a trail evaluation map showing gaps, barriers, destinations, connectivity options and opportunities.

Task 2 Council and Commission Work Session
November 2010

Hold one joint work session meeting with the City Council, the Parks and Recreation Commission and the Planning Commission. The work session is to include:

- Discussion of goals for the Gap Study.
- A trail and sidewalk "Best Practices" presentation to portray the benefits of trails and sidewalks for community livability, property values, economic development and sustainability.
- Review of criteria for prioritizing trail/walk improvements.
- Council and Commission identification of key gaps, underserved destinations and priority trail and walk opportunities.

Task 3 Draft Trail and Sidewalk Improvement Plan
November - December 2010

Prepare criteria for prioritizing trail/walk improvements and route to City staff and Commissions for their review and input. City staff will be responsible for consolidating staff/Commission comments.

Using the evaluation map, apply the criteria to prepare draft recommendations consisting of a list and map of priority trail and sidewalk improvements. The gaps and priority improvements would also be informed by input gathered from the community survey (being conducted by Decision Resources). Route draft recommendations to City staff for review.

Task 4 Community Review
January 2011

Present, at one community meeting, the trail and sidewalk evaluation and draft recommendations regarding priority trail/walk improvements to the Parks and Recreation Commission and the public for feedback and suggestions. Summarize the input from the community/Commission meeting.

Task 5 Final Trail and Sidewalk Improvement Plan
February 2011

Prepare the final priority trail/walk improvements recommendations. Prepare cost estimates for up to ten priority improvements. Identify potential funding sources. Route the summary report and improvement plan/map to City staff for review. City staff to obtain and consolidate Park Commission and Planning Commission input on the final priority trail/walk improvements recommendations. Prepare one refinement of the summary report and improvement plan/map based on staff and Commission input. Study findings and recommended improvement priorities would be presented to the City Council for adoption.

Deliverables:
Task 1 – Trail and sidewalk system evaluation map.
Task 2 - Trail and sidewalk "Best Practices" presentation. Gap Study goals. Trail and walk improvement criteria.
Task 3- Draft recommendations consisting of a list and map of priority trail and sidewalk improvements.
Task 4 – Presentation materials for the Commission/community review meeting.
Task 5 - Final summary report consisting of final list and map of priority trail and sidewalk improvements with cost estimates and potential funding sources. Summary presentation in digital format.

HKGi will provide digital files to the City of all deliverables. City is responsible for distribution and printing. HKGi will prepare any large format maps and displays used at City or community meetings.

Meetings:
Task 1 - Kick off meeting with City staff and system tour/evaluation. Introductory Parks and Recreation Commission Meeting.
Task 2 – One Council/Commission work session
Task 4 – One Parks and Recreation Commission/Community meeting to review and obtain feedback on the draft recommendations.
Task 5 - Presentation of study findings and recommendations to the City Council.

Two planning and coordination meetings with City staff during the process.

Project Management and Communications: The City shall designate a contact person and project manager for all Study related communications. Responsibilities include scheduling Council, Commission, staff and community meetings in coordination with HKGi, distributing study information, obtaining base digital data, gathering and coordinating City review comments and communication between the HKGi and City staff.

The project manager and Study contact person for HKGi will be Lil Leatham. Her responsibilities include communication and coordination with the City project manager, preparation of exhibits/presentations for City and community meetings and preparation of the Trail Gap Study. Greg Ingraham will be the principal-in-charge for HKGi. He will oversee quality and content of the Gap Study and will participate in the Kick-off meeting and tour and the City Council/Commission Workshop and final presentation. Lil and Greg will be assisted by HKGi design and planning staff members - Anna Claussen, Amy Bower and Lance Bernard. We view this work as a partnership between HKGI staff and City staff to effectively identify priority trail improvements, build advocacy for trails, sidewalks and active living, and ultimately to make Inver Grove Heights and a more livable, resilient and sustainable community for the future.

HKGi Expertise

HKGi has extensive experience preparing trail and sidewalk plans. Our plans in St. Paul, Minneapolis, Bloomington, Woodbury, Duluth, Cloquet, New Brighton, Shoreview, Arden Hills, Red Wing, St. Louis Park and other locations have proven to be successful tools in implementing high quality trail and sidewalk networks and fostering active living. Our knowledge of Inver Grove Heights through our previous work on the Comprehensive Plan, park design and other projects assures an efficient and informed process.

AGENDA ITEM 4R

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPROVE CONTRACT WITH MCGHIE & BETTS FOR SPEICAL INSPECTIONS AND TESTING FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: September 13, 2010
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

Fiscal/FTE Impact:

- [ ] None
- [ ] Amount included in current budget
- [ ] Budget amendment requested
- [ ] FTE included in current complement
- [ ] New FTE requested – N/A
- [x] Other

PURPOSE/ACTION REQUESTED Approve an additional contract with McGhie & Betts for special inspections and testing for Phase 2 of the construction.

SUMMARY McGhie & Betts provided special inspections and testing for Phase 1 of the City Hall project after responding to an RFP. Special inspections and testing is required by the current building code. Special Inspections are required for; Cast-In-Place Concrete, Structural Masonry and Structural Steel. Material Testing and Inspections are required for; Cast-In-Place Concrete, Unit Masonry, Sprayed Fireproofing, Firestopping, Glazed Aluminum Curtain Wall, Excavation and Fill, Asphalt Paving and Sitework Concrete.

Unfortunately inspections and testing costs in Phase 1 exceeded their contract by about $5,000 (for a total of about $50,000) due primarily to excavation observations due to poor soil conditions. Other costs were increased somewhat by the sequencing and pace of the work. For example, small concrete pours or limited areas ready for inspection decrease efficiency. They will work with the Project Superintendent to consolidate as much as possible during Phase 2.

The two service orders for Phase 2 are for Special Structural Testing for $4,762.50 and one for typical material testing, etc. for $18,355.

There was $50,854 allocated in the project budget to cover materials testing and special inspections. That will be exceeded by about $23,000.

The funds for this do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

McGhie Betts, Inc.

Northfield Minnesota

Land Surveying
Civil Engineering
Geotechnical Engineering
Construction Material Testing
Environmental Services

PROFESSIONAL SERVICE ORDER

Project Number: N4242/N9187

Client Name: Studio Five Architects, Inc.
Address: 322 First Avenue North, Suite 600
City/State/Zip Minneapolis, Minnesota 55401
Ordered By: Mr. Michael D. Peterson AIA
Date: 8/2/2010 Client Phone No.: (612) 339-0605

Legal Description of Property or Project Site:

Inver Grove Heights Public Safety Center Addition & Remodel
8150 Barbara Avenue
Inver Grove Heights, Minnesota

Send Copies To: (1) BKV Group
(2) Krech, OBrien, Mueller & Associates (Owners Representative)
(3) City of Inver Grove Heights-Building Inspections Department
(4)
(5)

Description of Services Requested:
Special Structural Testing and Inspections Services-Area B/Phase II

Cost Estimate of Services: $4,762.50 (as outlined on attached proposal)
Order Taken By: Barry Hentz

Mail Invoice To:
(If Different from Above)
Address:
Owner's Purchase Order No.:

Field Work Completed By: Date:
Office Work Completed By: Date:
Drawing No.: Filed: To Owner:
Original: No. of Prints Requested:

The undersigned hereby requests McGhie & Betts, Inc., Northfield, Minnesota, to perform the services outlined herein. I further agree that payment for services outlined shall be made at 30 day intervals as charges are incurred and billed unless other arrangements are make and so stated herein. I understand that a finance charge at the rate of 1 1/2% per month on the unpaid balance shall be charged on all accounts over 30 days past the statement date, which is an annual percentage rate of 18%, and that the minimum finance charge will be $1.00 per month. I certify that if I am not an agent for the owners of the project, that I am personally liable for the cost of the services ordered and if I am an agent for the owner, that I have secured proper authority to insure the cost of the services ordered on their behalf.

X Signature and Title

Print and Sign Date

1604 Riverview Lane
Northfield, MN 55057

Tel. 507.645.0964
Fax. 507.645.2842

e-mail. mlc@mbi-nf.com

Established 1995

Equal Opportunity Employer

Item	Estimated Hours or Units	Hourly or Unit Rate	Total Cost
1. Concrete Reinforcement: Section 032000/Cast-In-Place Concrete: Section 033000-Special Structural Inspections:			
Concrete Reinforcement Steel /Grade/Size/Laps/Clearance, Concrete Formwork & Dimensions/Concrete Placement, Protection & Curing/Bolts Installed In Concrete/Embedded Items: 2006 IBC Table 1704.4 *Special Inspector-Structural I: (Periodic Inspections) (5-Trips)	20 hrs.	$80 /hr.	$1,600.00
2. Structural Masonry/Mortar and Unit Masonry Assemblies: Section 042000-Special Structural Inspections:			
Structural Masonry, Masonry Re-inforcement Inspection, Masonry Lintels, CMU Placement, Mortar Joints, Grout Space, Cold-Hot Weather Masonry Protection, Wall Cavity Drainage, Ties & Anchors, Flashing, Joint Reinforcement, Control Joints, Weeps: 2006 IBC Table 1704.4.5-Level 2 *Special Inspector-Structural I (Periodic Inspections) (1-Trip)	4 hrs.	$80 /hr.	$320.00
3. Structural Steel Framing: Section 051200/Steel Decking: Section 053113/053123/Metal Fabrications: Section 055000-Special Structural Inspections:			
Visual Inspection of Structural Field Fillet Welds/Structural Steel Framing Members (AWS D1.1) Special Inspector-Technical II (Periodic Inspections) (4-Trips)	14 hrs.	$65 /hr.	$910.00
High Strength Structural Bolt Inspections (ASTM A325/A490) 2006 I.B.C. Chapter 17, Section 1704.3 Special Inspector-Technical II (Periodic Inspections) (2-Trips)	7 hrs.	$65 /hr.	$455.00
Visual Inspection of Steel Deck Puddle Welds and Steel Deck Lap Fasteners (AWS D1.3) Special Inspector-Technical II (Periodic Inspections) (3-Trips)	10.5 hrs.	$65 /hr.	$682.50
Nelson Stud Shear Connectors Testing & Inspections: (AWS D1.1-Section 7) Special Inspector-Technical II (Periodic Inspections) (2-Trips)	7 hrs.	$65 /hr.	$455.00
4. Clerical/Engineering			
Clerical/Report Preparation/Report Copies/Postage	10 hrs.	$34 /hr.	$340.00

ESTIMATED SUBTOTAL FOR SPECIAL TESTING AND INSPECTION ***$4,762.50***

McGhie Betts, Inc.

Northfield Minnesota

Land Surveying
Civil Engineering
Geotechnical Engineering
Construction Material Testing
Environmental Services

PROFESSIONAL SERVICE ORDER

Project Number: N4242/N9187

Client Name: Studio Five Architects, Inc.
Address: 322 First Avenue North, Suite 600
City/State/Zip Minneapolis, Minnesota 55401
Ordered By: Mr. Michael D. Peterson AIA
Date: 8/2/2010 Client Phone No.: (612) 339-0605

Legal Description of Property or Project Site:

Inver Grove Heights Public Safety Center
8150 Barbara Avenue
Inver Grove Heights, Minnesota

Send Copies To: (1) BKV Group
(2) Krech, OBrien, Mueller & Associates
(3) City of Inver Grove Heights-Bldg Insp.
(4)
(5)

Description of Services Requested:
Miscellaneous Materials Testing and Inspections Services-Area B/Phase II

Cost Estimate of Services: $18,355.00 (as outlined on attached proposal)
Order Taken By: Barry Hentz

Mail Invoice To:
(If Different from Above)
Address:
Owner's Purchase Order No.:

Field Work Completed By: Date:
Office Work Completed By: Date:
Drawing No.: Filed: To Owner:
Original: No. of Prints Requested:

The undersigned hereby requests McGhie & Betts, Inc., Northfield, Minnesota, to perform the services outlined herein. I further agree that payment for services outlined shall be made at 30 day intervals as charges are incurred and billed unless other arrangements are make and so stated herein. I understand that a finance charge at the rate of 1 1/2% per month on the unpaid balance shall be charged on all accounts over 30 days past the statement date, which is an annual percentage rate of 18%, and that the minimum finance charge will be $1.00 per month. I certify that if I am not an agent for the owners of the project, that I am personally liable for the cost of the services ordered and if I am an agent for the owner, that I have secured proper authority to insure the cost of the services ordered on their behalf.

X Signature and Title

Print and Sign Date

1604 Riverview Lane
Northfield, MN 55057

Tel. 507.645.0964
Fax. 507.645.2842

e-mail. mlc@mbi-nf.com

Established 1995

Equal Opportunity Employer

Item	Estimated Hours or Units	Hourly or Unit Rate	Total Cost
1. Excavation and Fill: Section 312300/Subgrade Preparation: Section 312313/Aggregate Base Coarse: Section 321123/Trench Excavation: Section330505/Watermain: Section 331000/Sanitary Sewer: Section 333100/Storm Drainage: Section334000/Sub Drainage; Section 334600			
Excavation Observation & Report: Building Footings and Foundation Area/Floor Slab Sub-grade Area/Parking Area and Access Drive Sub-grade-Building Addition, Parking Lots & Access Roads *Registered Engineer (3-Trips)	12 hrs.	$90 /hr.	$1,080.00
Proof Rolling & Report: East Parking Lot & Service Road (MnDOT 2111) *Registered Engineer (1-Trip)	4 hrs.	$90 /hr.	$360.00
Density Testing of Engineered Fill, Wall Backfill, Floor Slab Sub-grade, Floor Slab Sand Cushion, Utility Trenches, Aggregate Base-Nuclear Gauge-(ASTM D6938) Service Road/East Parking Lot/Building (10-trips)	35 hrs.	$50 /hr.	$1,750.00
Proctors/Moisture-Density Relationship of Soil-(**Non-Cohesive Only**) (ASTM D698-Standard Proctor) (3-Samples)	3 ea.	$90 /ea.	$270.00
Proctors/Moisture-Density Relationship of Soil-(**Cohesive Only**) (ASTM D698-Standard Proctor) (2-Samples)	2 ea.	$100 /ea.	$200.00
Mechanical Sieve Analysis/Gradation (ASTM C117/C136) Modified Granular Borrow/Aggregate Base/Floor Slab Sand Cushion/Porous Asphalt Filter Aggregate (3-Samples)	3 ea.	$90 /ea.	$270.00

2. Bituminous: Section 321206/Porous Asphalt: Section 321206			
Bituminous Maximum Density-Rice and Marshall Density/VMA (ASTM 2041/AASHTO T30, T164, & T245) (1 Sample for 4" Porous Asphalt Surface Coarse)	1 sample	$210 sample	$210.00
Bituminous Extraction/Gradation (ASTM D2172/AASHTO T30 & T164) (1 Sample for 4" Porous Asphalt Surface Coarse)	1 sample	$225 sample	$225.00
Porous Bituminous Infiltration Field Test (Water Hose) *Registered Engineer (1-Trip)	3 hrs.	$90 /hr.	$270.00
Asphalt Surface Smoothness/Levelness Testing & Report: 4" Porous Asphalt Surface Coarse (1-Trip)	3 hrs.	$50 /hr.	$150.00
Asphalt In-Place Field Density Testing & Report: (ASTM D2922)-4" Porous Asphalt Surface Coarse (1-Trip)	3 hrs.	$50 /hr.	$150.00

Item	Estimated Hours or Units	Hourly or Unit Rate	Total Cost
3. Cast-In-Place Concrete: Section 033000/Concrete Walks: Section 321314/Exposed Aggregate Construction: Section 321316/Concrete Curb & Gutter: Section 321613			
Concrete Test Cylinder Compression of 4" x 8" Concrete Cylinders-Lab Cured Test Cylinders 1 @ 7 Days, 2 @ 28 Days, 1 Hold (25 Sets of 4 Test Cylinders Per Set)	75 cyls.	$15 /cyl.	$1,125.00
On-Site Concrete Field Testing- Slump, Air, Temperature, Casting of 4" x 8" Cylinders-(ASTM: C31/C31M/C143/C172/C231/C1064/ACI 306R) (25-Trips)	87.5 hrs.	$50 /hr.	$4,375.00

4. Mortar and Unit Masonry Assemblies: Section 042000			
Cast Mortar/Grout Core-Fill Samples-Field Technician (2-Trips)	8 hrs.	$50 /hr.	$400.00
Compression Testing of 2" x 2" Mortar Cubes (ASTM C31, C109, C270) (2-Sets)	2 sets	$75 /set.	$150.00
Compression Testing of 3" x 6" Grout/ Core-Fill Samples (ASTM C1019) (2-Sets)	2 sets	$75 /set.	$150.00
Compression Testing of Concrete Masonry Block Prism (ASTM C1314/ E447-Meth. B) Three (3) 2 Block Prisms Per Set (1-Set)	1 set	$350 /set	$350.00

5. Glazed Aluminum Curtain Wall: Section 084423			
Field Measurement of Air Leakage Through Installed Exterior Windows and Doors/Field Determination of Water Penetrationd of Installed Exterior Windows, Curtain Walls, and Doors (AAMA 501.2-03ASTM E 783-02/E 1105-00) A minimum of two (2) air infiltration and water penetration tests (Area B-Phase II) *1-Trip	1 ea.	$2,250 /ea.	$2,250.00

Item	Estimated Hours or Units	Hourly or Unit Rate	Total Cost
6. Applied Fireproofing: Section 078100/Intumescent Mastic Fireproofing: Section 078123/Penetration Firestopping: Section 078413			
Fireproofing Thickness/Density Testing/Adhesion-Cohesion (ASTM E605/ASTM E706) (2-Trips)	6 hrs.	$50 /hr.	$300.00

7. Engineering/Misc./Clerical			
Project Manager-Site Meetings	4 hrs.	$75 /hr.	$300.00
Double Ring Infiltrometer Tests & Report; Infiltration Area A & B, Bio-retention Basin D, and Bio-swale E (4-Tests)	4 ea.	$750 /ea.	$3,000.00
Clerical/Report Preparation/Report Copies/Postage	30 hrs.	$34 /hr.	$1,020.00

ESTIMATED SUB-TOTAL FOR MISCELLANEOUS TESTING AND INSPECTIONS $18,355.00

ESTIMATED SUB-TOTAL FOR SPECIAL TESTING AND INSPECTIONS $4,762.50

GRAND TOTAL $23,117.50

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Merrick, Inc. – Consider Application for Lawful Purpose Gambling Premises Permit at Jersey's Bar & Grill, 6449 Concord Blvd.

Meeting Date: September 13, 2010
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider resolution approving application of Merrick, Inc. for a premises permit to conduct lawful purpose gambling operations at Jersey's Bar & Grill, 6449 Concord Blvd.

SUMMARY:

Merrick, Inc. has submitted an application for a premises permit to conduct lawful purpose gambling operations at Jersey's Bar & Grill, effective immediately. Jersey's does not currently have an organization operating on the premises.

Merrick, Inc. is a non-profit charitable corporation licensed by the Department of Human Services as a Day Training and Habilitation provider and Supported Employment Services provider. The corporation provides support to over 300 adults in the metro area with developmental disabilities, and offers various services to their clients including: vocational options, placement support, habilitation programs, and transportation services. The organization is licensed with the Minnesota Gambling Control Board.

The organization currently works with ten (10) businesses within Inver Grove Heights and the defined trade area to provide employment opportunities to adults with developmental disabilities. Merrick, Inc. intends to use their charitable gambling proceeds from the site to continue to assist their current clients and to further expand their services in the area.

The organization's gambling manager, Wendy Busch, has reviewed the City's local gambling ordinance and believes their organization would fulfill the intent of the ordinance – to maintain the use of the proceeds within the City and defined trade area.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING THE APPLICATION OF
MERRICK, INC.
FOR A PREMISES PERMIT TO CONDUCT LAWFUL PURPOSE GAMBLING AT
JERSEY'S BAR & GRILL
LOCATED AT
6449 CONCORD BLVD., INVER GROVE HEIGHTS, MINNESOTA

WHEREAS, Minnesota Statutes require premises on which lawful gambling is conducted to be licensed by the Minnesota Charitable Gambling Control Board, and

WHEREAS, Merrick, Inc. has submitted an application Lawful Gambling Premises Permit at Jersey's Bar & Grill, located at 6449 Concord Boulevard, Inver Grove Heights, and

WHEREAS, the City of Inver Grove Heights has conducted the required background investigation on the application which has not developed any facts that would constitute the basis for denial, now

THEREFORE, BE IT RESOLVED, BY THE City Council of the City of Inver Grove Heights, County of Dakota, State of Minnesota, hereby approves the application of Merrick, Inc. for a lawful gambling premises permit at Jersey's Bar & Grill, 6449 Concord Blvd., subject to compliance with the provisions of the City's Gambling Ordinance or Minnesota Statutes relating to charitable gambling and requests waiver of the 30-day waiting period.

FURTHER, to direct staff to forward of copy of this resolution to the Minnesota Charitable Gambling Control Board.

Adopted this 13th day September, 2010

Ayes:
Nays:

_____
George Tourville, Mayor

Attest:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

SCHEDULE PUBLIC HEARING TO CONSIDER APPLICATION OF APPLE MINNESOTA LLC DBA APPLEBEE'S NEIGHBORHOOD GRILL & BAR FOR AN ON-SALE/SUNDAY INTOXICATING LIQUOR LICENSE

Meeting Date: September 13, 2010
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Rheaume
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule public hearing on October 11, 2010 at 7:30 p.m. to consider the application of Apple Minnesota LLC dba Applebee's Neighborhood Grill & Bar for an On-Sale/Sunday Intoxicating Liquor License for premises located at 5855 Blaine Ave.

SUMMARY:

All Applebee's locations in Minnesota are being sold to a new company, Apple Minnesota LLC. The anticipated closing date for this transaction is October 15, 2010. In connection with that sale, the corporate officers of Apple Minnesota LLC submitted an application for an On-Sale/Sunday Intoxicating Liquor License for the premises located at 5855 Blaine Ave. Only the corporate ownership is changing at this time. The day-to-day operations, on-site manager, employees, menu and hours of operation will remain the same. The Police Department has finished the required background investigation on the applicants and the findings will be presented at the public hearing.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

APPROVE PROPOSAL FOR SURVEY OF EXISTING ROOF AT CITY HALL

Meeting Date:	September 13, 2010		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	JTeppen, Asst City Admin		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
		x	Other

PURPOSE/ACTION REQUESTED Approve proposal from Inspec for a survey of the roof on what remains of City Hall.

SUMMARY Much of the roof that covers what remains of City Hall is not proposed to be replaced within the scope of the construction project. Due to the fact that we had a couple of episodes of water infiltration last winter, staff is seeking approval for a survey of the roof.

The proposal is for $800 and Inspec will meet with building personnel to obtain historical and present information on age, known moisture infiltration locations and repair/replacement history. They will do a visual evaluation and determine estimated remaining service life. A letter will be prepared with their findings.

Staff proposes that the funds for the survey come from the City Facilities Operating Fund.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	September 13, 2010		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Brinkman, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Caitlin Kemp, and Sadie Broekemier.

Please confirm the seasonal/temporary termination of: Rita Sevenich, Tom Auge and Tara McKissock.

Please confirm the employment of: Pahoua Yang as Customer Service Specialist.

Please confirm the promotion of James Olund from paid-on-call Firefighter to paid-on-call Lieutenant at Fire Station 1.

Please confirm the resignation of Randy Larson as a paid-on-call Firefighter Fire Station 3.

AGENDA ITEM 6A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Assessment Hearing for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay

Meeting Date:	September 13, 2010
Item Type:	Assessment Hearing
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director SDT

	Fiscal/FTE Impact:
	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Pavement Management Funds, Water Connection Fund, Special Assessments, Park Fund

PURPOSE/ACTION REQUESTED

Assessment hearing to consider a resolution adopting the final assessment roll for City Project No. 2008-09F – Salem Hills Farm Street Reconstruction/Mill and Overlay for the following areas: The mill and overlay portion includes 63rd Street from Babcock Trail to 90 feet west of Bailey Trail, Bailey Trail from 110 feet north of 64th Street to 65th Street, Baker Avenue from 63rd Street to 64th Street, Ballantine Avenue from 63rd Street through Ballantine Court, Barclay Avenue from 130 feet south of 63rd Street to 65th Street, Beckman Avenue from 160 feet south of 63rd Street to Barclay Avenue, 64th Street from Bailey Trail to Ballentine Avenue, Beckman Court, and Bachman Circle.

The reconstruction portion includes 63rd Street from 90 feet west of Bailey Trail to Beckman Avenue, Bailey Trail from 63rd Street to 110 feet north 64th Street, 130 feet of Barclay Avenue at 63rd Street, 160 feet of Beckman Avenue at 63rd Street.

SUMMARY

City Project No. 2008-09F was ordered by the City Council on June 23, 2008 as part of the City's 2009 Pavement Management Program. The final total project cost is $1,245,831.29. This consists of $959,259.98 reconstruction, $261,781.27 mill and overlay, and $24,790.04 trail.

There are 107 single-family residential properties and 1 City property proposed to be assessed. The City property is in the street reconstruction area. There are 75 parcels in the mill and overlay area and 33 parcels in the street reconstruction area.

A copy of the assessment roll per City policy is attached. The assessment notices were based on this proposed assessment roll. It includes a $14,950.79 assessment for single family homes in the reconstruction area and a $2,244.32 assessment for single family homes in the mill and overlay area.

The proposed final assessment roll based on an assessment cap of $6,000 for the street reconstruction area and $4,000 for the mill and overlay area. The assessment caps are based on an assessment analysis performed by Metzen Appraisals in April of 2009. The assessment analysis was recertified by Metzen Appraisals in July of 2010. Since the mill and overlay portion was under the assessment cap ($2,244.32), only the street reconstruction area ($14,950.79) would have the cap applied. If the total assessment exceeds the proposed cap, the amount in excess would be paid by the Pavement Management Fund.

The total amount proposed to be specially assessed for the single-family residential properties, with the proposed caps, is $360,324.00 of the total cost. The total amount proposed to be specially assessed for single-family residential properties without caps is $724,453.30 of the total cost. An assessment term of 5 years at an interest rate of 5.8 percent is proposed for the mill and overlay and an assessment term of 10 years at an interest rate of 5.8 percent is proposed for the street reconstruction.

Staff held an information meeting on September 1, 2010 with 10 residents in attendance. The project was presented by staff, followed by an informal session in which numerous items were addressed. Several residents mentioned the driveway pavement had scuffs, marks, dents, or heated patches that were noticeable to them. Staff pointed out that the driveway pavements will be reviewed under the one-year warranty. Residents were informed that the mill and overlay and reconstruction lots were assessed to the respective owners and the projects were only bid together for economy of scale. A resident questioned if the City would bill Xcel gas company for the service that was found to be bored through the City's storm sewer. A couple of residents requested a copy of the precondition surveys and staff has directed American Engineering Testing to do so. Residents were curious of the City's pavement management program and staff explained the typical roadway life cycles, processes of crackseal, sealcoat, mill and overlay and reconstruction sequences. Reconstruction residents clearly supported paying the capped amount versus the full amount. A couple of residents inquired about the assessment appeal process. One resident questioned why the subgrade was not vibratory compacted, and staff explained the soil type and high water table which did not allow such construction practices. Several residents asked if the street section can support buses during the Christmas light display season. The street section is adequate for this. One resident inquired about alleged contamination at the pond south of 63rd Street which staff is not aware of. Several residents expressed concern about extra costs related to the pre-existing subgrade on a portion of 63rd Street. This was removed to provide a uniform subgrade on the entire reconstruction of 63rd Street. The power line installed by Xcel on the easement about 20 feet from the homes was a concern also.

I recommend approving the resolution adopting the final assessment roll, with caps, for City Project No. 2008-09F, Salem Hills Farm Street Reconstruction/Mill and Overlay.

TJK/kf
Attachments: Resolutions, including final assessment roll
Attendance list from information meeting
Assessment Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09F – SALEM HILLS FARM STREET RECONSTRUCTION/ MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. Salem Hills Farm Street Reconstruction/Mill and Overlay which includes the following streets: 63rd Street, 64th Street, Bachman Circle, Bailey Trail, Baker Avenue, Ballantine Avenue, Ballantine Circle, Barclay Avenue, Beckman Avenue.

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

1. Such proposed assessment with caps, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. Such assessment shall be payable in equal installments extending over a period of five (5) years, for mill and overlay. Such assessment shall be payable in equal installments extending over a period of ten (10) years for street reconstruction. The first of the installments shall be payable on or before the first Monday in January 2011, and shall bear interest at the rate of 5.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of this assessment hearing.

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.

4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 13th day of September 2010.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

CITY PROJECT NO. 2008-09F - SALEM HILLS FARM STREET RECONSTRUCTION
PROPOSED FINAL ASSESSMENTS PER CAPS

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FF	PROPOSED ASSESSMENT CAP
1	206595004006	Single-Family	1875	63RD ST E	LAUREN H & MARIANNE HOWARD	93.11	$6,000.00
2	206595005006	Single-Family	1885	63RD ST E	DAVID C & SUZANNE J ZANICK	93.11	$6,000.00
3	206595006006	Single-Family	1905	63RD ST E	PAUL & STACY MARION	67.72	$6,000.00
4	206595007006	Single-Family	1925	63RD ST E	LEONARD LIPINSKI	97.42	$6,000.00
5	206595008006	Single-Family	1945	63RD ST	ROBERT K & PATRICIA SHUBATT	100.67	$6,000.00
6	206595009006	Single-Family	1965	63RD ST E	BRIAN R HOWARD	102.96	$6,000.00
7	206595010006	Single-Family	1975	63RD ST E	JOSIAH C & NANCY M BLAISDELL	102.62	$6,000.00
8	206595011006	Single-Family	1995	63RD ST E	AARON & ERIN NIEDORF	91.14	$6,000.00
*10	206595012006	Single-Family	2005	63RD ST E	TIMOTHY J & ALICE A BRUHJELL	94.06	$6,000.00
11	206595013006	Single-Family	2025	63RD ST	MARK A & KIM K P JOHNSON	94.00	$6,000.00
12	206595014006	Single-Family	2045	63RD ST E	NICOL J & JOHN A SONGAS	94.00	$6,000.00
13	206595015006	Single-Family	2065	63RD ST E	JONATHAN & MARY ELLEN FARACI	94.00	$6,000.00
14	206595016006	Single-Family	2085	63RD ST E	CRAIG A BARTOW	94.00	$6,000.00
15	206595017006	Single-Family	2095	63RD ST E	MICHAEL J & KARI L GRIMES	94.00	$6,000.00
16	206595018006	Single-Family	2115	63RD ST	CATHY L DALTON	94.00	$6,000.00
17	206595019006	Single-Family	2135	63RD ST E	PEDRO & CELIA GRANDE	94.00	$6,000.00
18	206595020006	Single-Family	2155	63RD ST E	BLANE Q & BRIDGET A TETREAULT	179.00	$6,000.00
19	206595021006	Single-Family	2185	63RD ST E	MOHAMMAD GURU & RAYMOND & CORA MEINHARDT	125.00	$6,000.00
20	206595001000	City			CITY OF INVER GROVE HTS	166.82	$38,862.30
21	206595110003	Single-Family	6310	BECKMAN AVE	RYAN WILSON & MARIE KRISHAK	113.36	$6,000.00
22	206595007007	Single-Family	2180	63RD ST E	WILLIAM L MCMENOMY	260.00	$6,000.00
23	206595006007	Single-Family	2170	63RD ST E	PAUL JOHNSTON & RACHELLE KRUSE	94.00	$6,000.00
24	206595005007	Single-Family	2150	63RD ST E	KENNETH R & JOAN E PERUSEK	94.00	$6,000.00
25	206595004007	Single-Family	2134	63RD ST	DAVID L & LINDA J PETERSON	94.00	$6,000.00
26	206595003007	Single-Family	2120	63RD ST E	GERALD & DENISE COX	94.00	$6,000.00
27	206595002007	Single-Family	2100	63RD ST E	KENT R & JEANNE A VOELKER	94.00	$6,000.00
28	206595001007	Single-Family	2088	63RD ST E	RANDAL GASCOIGNE	260.00	$6,000.00
29	206595001005	Single-Family	6301	BARCLAY AVE	PETER & KRISTI MATTHEWS	250.50	$6,000.00
30	206595001002	Single-Family	6326	BAILEY TRL	PATRICK R & SHARON L MARION	263.98	$6,000.00
31	206595002002	Single-Family	6350	BAILEY TRL	GEOFFREY EWALD & PAMELA MCMAHON	249.92	$6,000.00
32	206595006001	Single-Family	6325	BAILEY TRL	RODGER O & SHERRYL A ESPESETH	258.27	$6,000.00
33	206595005001	Single-Family	6345	BAILEY TRL	RODNEY B & PATRICIA CHARLES	84.33	$6,000.00
34	206595004001	Single-Family	6365	BAILEY TRL	JAMES M & MELISSA H KING	92.21	$6,000.00
							$230,862.30

*Parcel no. 9 omitted because it is a part of parcel no. 8.

CITY PROJECT NO. 2008-09F - SALEM HILLS FARM MILL AND OVERLAY
PROPOSED FINAL ASSESSMENTS PER POLICY
(Assessment Cap per Appraiser Analysis would be $4,000 per Parcel)

MAP NO.	TAXPIN	TYPE	HOUSE	STREET	NAME	FF	PROPOSED ASSESSMENT
1	200050008205	Single-Family	1785	63RD ST E	EMILE K & RENEE A TADROS	72.76	$ 2,244.32
2	206595001006	Single-Family	1805	63RD ST E	WILLIAM C & MOLLY S PRINGLE	482.77	$ 2,244.32
3	206595002006	Single-Family	1835	63RD ST E	RICHARD H & JOYCE JACKSON	93.11	$ 2,244.32
4	206595003006	Single-Family	1855	63RD ST E	DARRELL & MAUREEN SYKES	93.11	$ 2,244.32
5	206595013001	Single-Family	1800	63RD ST E	JANE E STEVENSON	257.13	$ 2,244.32
6	206595012001	Single-Family	1808	63RD ST E	ALEXANDER & JANE THOMPSON	106.97	$ 2,244.32
7	206595011001	Single-Family	6315	BACHMAN CIR	DAVID SCHMIDT & SARA KLASKY	217.47	$ 2,244.32
8	206595010001	Single-Family	6335	BACHMAN CIR	STEVEN W & ANNE M ST MARTIN	80.75	$ 2,244.32
9	206595009001	Single-Family	6350	BACHMAN CIR	BRENT & KIM WILLIAMS	65.90	$ 2,244.32
10	206595008001	Single-Family	6336	BACHMAN CIR	JOHN & JEANNE KEMPE	61.83	$ 2,244.32
11	206595007001	Single-Family	6316	BACHMAN CIR	MARK G & BONNIE J KRYZER	129.63	$ 2,244.32
12	206595002001	Single-Family	6405	BAILY TRL	PAUL H & PAMELA J MURRAY	107.00	$ 2,244.32
13	206595001001	Single-Family	6415	BAILEY TRL	JOHN M & LEEANN M BEZEK	107.74	$ 2,244.32
14	200050007004	Single-Family	6465	BAILY TRL	RALPH & MARLYS TIEDMAN	289.49	$ 2,244.32
15	206595003002	Single-Family	6321	BAKER AVE	STEVEN J & LISA M GILBERG	257.45	$ 2,244.32
16	206595004002	Single-Family	6351	BAKER AVE	MARK W & KATHLEEN M ZASPEL	112.00	$ 2,244.32
17	206595005002	Single-Family	1921	64TH ST E	BEVERLY U OCONNOR	248.00	$ 2,244.32
18	206595001004	Single-Family	6320	BAKER AVE	RICHARD L JASPERSON	256.22	$ 2,244.32
19	206595002004	Single-Family	6340	BAKER AVE	STEPHEN & STEPHANIE EISEN	136.00	$ 2,244.32
20	206595003004	Single-Family	6380	BAKER AVE	JAMES A & SANDRA K SERVATIUS	261.00	$ 2,244.32
21	206595001003	Single-Family	1920	64TH ST E	MARK C & COLLEEN T HEGSTROM	294.48	$ 2,244.32
22	206595002003	Single-Family	1940	64TH ST E	MICHAEL & JULIANA FRISKE	110.00	$ 2,244.32
23	206595003003	Single-Family	1970	64TH ST E	WILLIAM C & DEBRA UNRUH	110.00	$ 2,244.32
24	206595004003	Single-Family	1986	64TH ST E	CARL & JEANNE RISTROM	253.70	$ 2,244.32
25	200050008004	Single-Family	6470	BAILEY TRL	DONALD H LARSEN	307.15	$ 2,244.32
26	206595004004	Single-Family	6305	BALLANTINE AVE	ALAN GRUNDMEYER & KELLY O'NEILL	130.79	$ 2,244.32
27	206595005004	Single-Family	6345	BALLANTINE AVE E	JOHN M & MAUREEN C KANE	117.00	$ 2,244.32
28	206595006004	Single-Family	6375	BALLANTINE AVE	PATRICK J & LINDA L FLYNN	117.00	$ 2,244.32
29	206595007004	Single-Family	6395	BALLANTINE AVE	DENNIS & JEAN MOY	267.32	$ 2,244.32
30	206595002005	Single-Family	6304	BALLANTINE AVE	MICHAEL G & DENISE E HOFFMAN	104.66	$ 2,244.32
31	206595003005	Single-Family	6342	BALLANTINE AVE	DOUGLAS M & JANICE L LARSON	105.00	$ 2,244.32
32	206595004005	Single-Family	6362	BALLANTINE	SCOTT & LAURI TORSETH	105.00	$ 2,244.32
33	206595005005	Single-Family	6382	BALLANTINE AVE	BARRY J & HEATHER J VAUGHAN	105.00	$ 2,244.32
34	206595006005	Single-Family	6398	BALLLANTINE AVE	WALTER J & KAROL J CARLSON	105.00	$ 2,244.32
35	206595109001	Single-Family	6410	BALLANTINE CT	SCOTT R & KATHLEEN A WARD	86.49	$ 2,244.32
36	206595104101	Single-Family	6420	BALLANTINE CT	JEFFREY BADE & MARY BANN	113.00	$ 2,244.32
37	206595103001	Single-Family	6430	BALLANTINE CT	TIMOTHY J & AMY T DUST	59.69	$ 2,244.32
38	206595102001	Single-Family	6440	BALLENTINE CT	DANIEL H & PAMELA GLENN	98.50	$ 2,244.32
39	206595114001	Single-Family	6321	BARCLAY AVE	SCOTT V & MARYLOUISE STEWART	103.91	$ 2,244.32

CITY PROJECT NO. 2008-09F - SALEM HILLS FARM MILL AND OVERLAY
PROPOSED FINAL ASSESSMENTS PER POLICY
(Assessment Cap per Appraiser Analysis would be $4,000 per Parcel)

MAP NO.	TAXPIN	TYPE	HOUSE	STREET	NAME	FF	PROPOSED ASSESSMENT
40	206595113001	Single-Family	6341	BARCLAY AVE	JEFFREY H & LORI A SWANSON	105.57	$ 2,244.32
41	206595112001	Single-Family	6361	BARCLAY AVE E	GARY D PLOTE	73.08	$ 2,244.32
42	206595111001	Single-Family	6381	BARCLAY AVE	SCOTT W & MICHELE A GEORGE	87.85	$ 2,244.32
43	206595110001	Single-Family	6401	BARCLAY AVE	JANE MEZA	86.87	$ 2,244.32
44	206595108001	Single-Family	6421	BARKLAY AVE E	JAMES L & BARBARA THEIRL	86.65	$ 2,244.32
45	206595107001	Single-Family	6441	BARCLAY AVE	DOUGLAS D & DENISE M DOWNHOUR	85.00	$ 2,244.32
46	206595106001	Single-Family	6461	BARCLAY AVE	JOHN GLENDENNING & KAREN COOK	85.49	$ 2,244.32
47	206595105101	Single-Family	6491	BARCLAY AVE	DEAN K & ANGELA K WENNERBERG	232.87	$ 2,244.32
48	206595101002	Single-Family	6330	BARCLAY AVE	PASQUALE N & JANE M MANCINI	85.02	$ 2,244.32
49	206595102002	Single-Family	6350	BARCLAY ST	BRUCE W & SUSAN C CALHOUN	85.05	$ 2,244.32
50	206595103002	Single-Family	6370	BARCLAY AVE	THUONG MILLS	113.64	$ 2,244.32
51	206595104002	Single-Family	6402	BARKLEY AVE	BRIAN R & KIMBERLY C ROTHE	89.55	$ 2,244.32
52	206595105002	Single-Family	6422	BARCLAY AVE	ALEX UHLER	92.08	$ 2,244.32
53	206595106002	Single-Family	6442	BARCLAY AVE	SCOTT A & CHERYL L SCHROEDER	85.00	$ 2,244.32
54	206595107002	Single-Family	6482	BARCLAY AVE	CHRISTOPHER & TALIA BECK	216.65	$ 2,244.32
55	206595108002	Single-Family	6495	BECKMAN AVE	GARY A MARION	67.73	$ 2,244.32
56	206595109002	Single-Family	6481	BECKMAN AVE	BOB & LINDA ANDERSON	33.27	$ 2,244.32
57	206595114002	Single-Family	6401	BECKMAN AVENUE CT	PHILLIP J & SUE A KROMREY	53.87	$ 2,244.32
58	206595115002	Single-Family	6381	BECKMAN AVENUE CT	AMY WESTLUND & BRANDON HEASER	50.26	$ 2,244.32
59	206595116002	Single-Family	6361	BECKMAN AVENUE CT	MIHAIL TICIU & DRUSILLA KANE	70.56	$ 2,244.32
60	206595117002	Single-Family	6341	BECKMAN CT	JAY & SARAH OSTER	87.14	$ 2,244.32
61	206595118002	Single-Family	6321	BECKMAN CT	SEAN & SUSAN WROBEL	278.85	$ 2,244.32
62	206595111002	Single-Family	6451	BECKMAN CT	JOSEPH STRANDLOF & BRIANNE KROMREY	199.62	$ 2,244.32
63	206595112002	Single-Family	6431	BECKMAN AVENUE CT	ALLAN J & WENDY A SCHWIETZ	108.67	$ 2,244.32
64	206595113002	Single-Family	6411	BECKMAN AVENUE CT	LUIS GUTIERREZ & BLANCA SOLIS	53.03	$ 2,244.32
65	206595110002	Single-Family	6471	BECKMAN AVE	JACK E II & DEANN L CHANDLER	404.58	$ 2,244.32
66	206595109003	Single-Family	6320	BECKMAN AVE	MARK A & VICKI M DUPPONG	123.00	$ 2,244.32
67	206595108003	Single-Family	6390	BECKMAN AVE	DAVID T & LESLIE D SCALES	165.24	$ 2,244.32
68	206595107003	Single-Family	6460	BECKMAN AVE	HARRY JOVET & WANDA LUCIANO	56.00	$ 2,244.32
69	206595106003	Single-Family	6470	BECKMAN AVE	JOHN & KRISTEN L CHERMAK	95.94	$ 2,244.32
70	206595105003	Single-Family	6472	BECKMAN AVE	CURTIS J KOSTELECKY	77.92	$ 2,244.32
71	206595104003	Single-Family	6474	BECKMAN AVE	KEVIN J & MICHELLE H BINTLIFF	69.92	$ 2,244.32
72	206595103003	Single-Family	6476	BECKMAN AVE E	MURRAY D & MARY L OLSON	82.33	$ 2,244.32
73	206595102003	Single-Family	6478	BECKMAN AVE	STEVEN R & NANCY S LEAFGREN	80.76	$ 2,244.32
74	206595101003	Single-Family	6480	BECKMAN AVE	SCOTT MCRAE	250.91	$ 2,244.32
75	206595003001	Single-Family	6385	BAILEY TRL	JOSEPH & MARY JO ALPERT	90.00	$ 2,244.32
							$ 168,324.00

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2009 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2008-09F – SALEM HILLS FARM STREET RECONSTRUCTION/ MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. Salem Hills Farm Street Reconstruction/Mill and Overlay which includes the following streets: 63rd Street, 64th Street, Bachman Circle, Bailey Trail, Baker Avenue, Ballantine Avenue, Ballantine Circle, Barclay Avenue, Beckman Avenue.

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

1. Such proposed assessment per policy, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.

2. Such assessment shall be payable in equal installments extending over a period of five (5) years, for mill and overlay. Such assessment shall be payable in equal installments extending over a period of ten (10) years for street reconstruction. The first of the installments shall be payable on or before the first Monday in January 2011, and shall bear interest at the rate of 5.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of this assessment hearing.

3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.

4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 13th day of September 2010.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

CITY PROJECT NO. 2008-09F - SALEM HILLS FARM STREET RECONSTRUCTION
PROPOSED FINAL ASSESSMENTS PER POLICY

MAP NO.	PID NO.	TYPE	HOUSE	STREET	NAME	FF	PROPOSED ASSESSMENT
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13	206595015006	Single-Family	2065	63RD ST E	JONATHAN & MARY ELLEN FARACI	94.00	$14,950.79
14	206595016006	Single-Family	2085	63RD ST E	CRAIG A BARTOW	94.00	$14,950.79
15	206595017006	Single-Family	2095	63RD ST E	MICHAEL J & KARI L GRIMES	94.00	$14,950.79
16	206595018006	Single-Family	2115	63RD ST	CATHY L DALTON	94.00	$14,950.79
17	206595019006	Single-Family	2135	63RD ST E	PEDRO & CELIA GRANDE	94.00	$14,950.79
18	206595020006	Single-Family	2155	63RD ST E	BLANE Q & BRIDGET A TETREAULT	179.00	$14,950.79
19	206595021006	Single-Family	2185	63RD ST E	MOHAMMAD GURU & RAYMOND & CORA MEINHARDT	125.00	$14,950.79
20	206595001000	City			CITY OF INVER GROVE HTS	166.82	$38,862.39
21	206595110003	Single-Family	6310	BECKMAN AVE	RYAN WILSON & MARIE KRISHAK	113.36	$14,950.79
22	206595007007	Single-Family	2180	63RD ST E	WILLIAM L MCMENOMY	260.00	$14,950.79
23	206595006007	Single-Family	2170	63RD ST E	PAUL JOHNSTON & RACHELLE KRUSE	94.00	$14,950.79
24	206595005007	Single-Family	2150	63RD ST E	KENNETH R & JOAN E PERUSEK	94.00	$14,950.79
25	206595004007	Single-Family	2134	63RD ST	DAVID L & LINDA J PETERSON	94.00	$14,950.79
26	206595003007	Single-Family	2120	63RD ST E	GERALD & DENISE COX	94.00	$14,950.79
27	206595002007	Single-Family	2100	63RD ST E	KENT R & JEANNE A VOELKER	94.00	$14,950.79
28	206595001007	Single-Family	2088	63RD ST E	RANDAL GASCOIGNE	260.00	$14,950.79
29	206595001005	Single-Family	6301	BARCLAY AVE	PETER & KRISTI MATTHEWS	250.50	$14,950.79
30	206595001002	Single-Family	6326	BAILEY TRL	PATRICK R & SHARON L MARION	263.98	$14,950.79
31	206595002002	Single-Family	6350	BAILEY TRL	GEOFFREY EWALD & PAMELA MCMAHON	249.92	$14,950.79
32	206595006001	Single-Family	6325	BAILEY TRL	RODGER O & SHERRYL A ESPESETH	258.27	$14,950.79
33	206595005001	Single-Family	6345	BAILEY TRL	RODNEY B & PATRICIA CHARLES	84.33	$14,950.79
34	206595004001	Single-Family	6365	BAILEY TRL	JAMES M & MELISSA H KING	92.21	$14,950.79
							$517,287.67

*Parcel no. 9 omitted because it is a part of parcel no. 8.

CITY PROJECT NO. 2008-09F - SALEM HILLS FARM MILL AND OVERLAY
PROPOSED FINAL ASSESSMENTS PER POLICY
(Assessment Cap per Appraiser Analysis would be $4,000 per Parcel)

MAP NO.	TAXPIN	TYPE	HOUSE	STREET	NAME	FF	PROPOSED ASSESSMENT
1	200050008205	Single-Family	1785	63RD ST E	EMILE K & RENEE A TADROS	72.76	$ 2,244.32
2	206595001006	Single-Family	1805	63RD ST E	WILLIAM C & MOLLY S PRINGLE	482.77	$ 2,244.32
3	206595002006	Single-Family	1835	63RD ST E	RICHARD H & JOYCE JACKSON	93.11	$ 2,244.32
4	206595003006	Single-Family	1855	63RD ST E	DARRELL & MAUREEN SYKES	93.11	$ 2,244.32
5	206595013001	Single-Family	1800	63RD ST E	JANE E STEVENSON	257.13	$ 2,244.32
6	206595012001	Single-Family	1808	63RD ST E	ALEXANDER & JANE THOMPSON	106.97	$ 2,244.32
7	206595011001	Single-Family	6315	BACHMAN CIR	DAVID SCHMIDT & SARA KLASKY	217.47	$ 2,244.32
8	206595010001	Single-Family	6335	BACHMAN CIR	STEVEN W & ANNE M ST MARTIN	80.75	$ 2,244.32
9	206595009001	Single-Family	6350	BACHMAN CIR	BRENT & KIM WILLIAMS	65.90	$ 2,244.32
10	206595008001	Single-Family	6336	BACHMAN CIR	JOHN & JEANNE KEMPE	61.83	$ 2,244.32
11	206595007001	Single-Family	6316	BACHMAN CIR	MARK G & BONNIE J KRYZER	129.63	$ 2,244.32
12	206595002001	Single-Family	6405	BAILY TRL	PAUL H & PAMELA J MURRAY	107.00	$ 2,244.32
13	206595001001	Single-Family	6415	BAILEY TRL	JOHN M & LEEANN M BEZEK	107.74	$ 2,244.32
14	200050007004	Single-Family	6465	BAILY TRL	RALPH & MARLYS TIEDMAN	289.49	$ 2,244.32
15	206595003002	Single-Family	6321	BAKER AVE	STEVEN J & LISA M GILBERG	257.45	$ 2,244.32
16	206595004002	Single-Family	6351	BAKER AVE	MARK W & KATHLEEN M ZASPEL	112.00	$ 2,244.32
17	206595005002	Single-Family	1921	64TH ST E	BEVERLY U OCONNOR	248.00	$ 2,244.32
18	206595001004	Single-Family	6320	BAKER AVE	RICHARD L JASPERSON	256.22	$ 2,244.32
19	206595002004	Single-Family	6340	BAKER AVE	STEPHEN & STEPHANIE EISEN	136.00	$ 2,244.32
20	206595003004	Single-Family	6380	BAKER AVE	JAMES A & SANDRA K SERVATIUS	261.00	$ 2,244.32
21	206595001003	Single-Family	1920	64TH ST E	MARK C & COLLEEN T HEGSTROM	294.48	$ 2,244.32
22	206595002003	Single-Family	1940	64TH ST E	MICHAEL & JULIANA FRISKE	110.00	$ 2,244.32
23	206595003003	Single-Family	1970	64TH ST E	WILLIAM C & DEBRA UNRUH	110.00	$ 2,244.32
24	206595004003	Single-Family	1986	64TH ST E	CARL & JEANNE RISTROM	253.70	$ 2,244.32
25	200050008004	Single-Family	6470	BAILEY TRL	DONALD H LARSEN	307.15	$ 2,244.32
26	206595004004	Single-Family	6305	BALLANTINE AVE	ALAN GRUNDMEYER & KELLY O'NEILL	130.79	$ 2,244.32
27	206595005004	Single-Family	6345	BALLANTINE AVE E	JOHN M & MAUREEN C KANE	117.00	$ 2,244.32
28	206595006004	Single-Family	6375	BALLANTINE AVE	PATRICK J & LINDA L FLYNN	117.00	$ 2,244.32
29	206595007004	Single-Family	6395	BALLANTINE AVE	DENNIS & JEAN MOY	267.32	$ 2,244.32
30	206595002005	Single-Family	6304	BALLANTINE AVE	MICHAEL G & DENISE E HOFFMAN	104.66	$ 2,244.32
31	206595003005	Single-Family	6342	BALLANTINE AVE	DOUGLAS M & JANICE L LARSON	105.00	$ 2,244.32
32	206595004005	Single-Family	6362	BALLANTINE	SCOTT & LAURI TORSETH	105.00	$ 2,244.32
33	206595005005	Single-Family	6382	BALLANTINE AVE	BARRY J & HEATHER J VAUGHAN	105.00	$ 2,244.32
34	206595006005	Single-Family	6398	BALLLANTINE AVE	WALTER J & KAROL J CARLSON	105.00	$ 2,244.32
35	206595109001	Single-Family	6410	BALLANTINE CT	SCOTT R & KATHLEEN A WARD	86.49	$ 2,244.32
36	206595104101	Single-Family	6420	BALLANTINE CT	JEFFREY BADE & MARY BANN	113.00	$ 2,244.32
37	206595103001	Single-Family	6430	BALLANTINE CT	TIMOTHY J & AMY T DUST	59.69	$ 2,244.32
38	206595102001	Single-Family	6440	BALLENTINE CT	DANIEL H & PAMELA GLENN	98.50	$ 2,244.32
39	206595114001	Single-Family	6321	BARCLAY AVE	SCOTT V & MARYLOUISE STEWART	103.91	$ 2,244.32

CITY PROJECT NO. 2008-09F - SALEM HILLS FARM MILL AND OVERLAY
PROPOSED FINAL ASSESSMENTS PER POLICY
(Assessment Cap per Appraiser Analysis would be $4,000 per Parcel)

MAP NO.	TAXPIN	TYPE	HOUSE	STREET	NAME	FF	PROPOSED ASSESSMENT
40	206595113001	Single-Family	6341	BARCLAY AVE	JEFFREY H & LORI A SWANSON	105.57	$ 2,244.32
41	206595112001	Single-Family	6361	BARCLAY AVE E	GARY D PLOTE	73.08	$ 2,244.32
42	206595111001	Single-Family	6381	BARCLAY AVE	SCOTT W & MICHELE A GEORGE	87.85	$ 2,244.32
43	206595110001	Single-Family	6401	BARCLAY AVE	JANE MEZA	86.87	$ 2,244.32
44	206595108001	Single-Family	6421	BARKLAY AVE E	JAMES L & BARBARA THEIRL	86.65	$ 2,244.32
45	206595107001	Single-Family	6441	BARCLAY AVE	DOUGLAS D & DENISE M DOWNHOUR	85.00	$ 2,244.32
46	206595106001	Single-Family	6461	BARCLAY AVE	JOHN GLENDENNING & KAREN COOK	85.49	$ 2,244.32
47	206595105101	Single-Family	6491	BARCLAY AVE	DEAN K & ANGELA K WENNERBERG	232.87	$ 2,244.32
48	206595101002	Single-Family	6330	BARCLAY AVE	PASQUALE N & JANE M MANCINI	85.02	$ 2,244.32
49	206595102002	Single-Family	6350	BARCLAY ST	BRUCE W & SUSAN C CALHOUN	85.05	$ 2,244.32
50	206595103002	Single-Family	6370	BARCLAY AVE	THUONG MILLS	113.64	$ 2,244.32
51	206595104002	Single-Family	6402	BARKLEY AVE	BRIAN R & KIMBERLY C ROTHE	89.55	$ 2,244.32
52	206595105002	Single-Family	6422	BARCLAY AVE	ALEX UHLER	92.08	$ 2,244.32
53	206595106002	Single-Family	6442	BARCLAY AVE	SCOTT A & CHERYL L SCHROEDER	85.00	$ 2,244.32
54	206595107002	Single-Family	6482	BARCLAY AVE	CHRISTOPHER & TALIA BECK	216.65	$ 2,244.32
55	206595108002	Single-Family	6495	BECKMAN AVE	GARY A MARION	67.73	$ 2,244.32
56	206595109002	Single-Family	6481	BECKMAN AVE	BOB & LINDA ANDERSON	33.27	$ 2,244.32
57	206595114002	Single-Family	6401	BECKMAN AVENUE CT	PHILLIP J & SUE A KROMREY	53.87	$ 2,244.32
58	206595115002	Single-Family	6381	BECKMAN AVENUE CT	AMY WESTLUND & BRANDON HEASER	50.26	$ 2,244.32
59	206595116002	Single-Family	6361	BECKMAN AVENUE CT	MIHAIL TICIU & DRUSILLA KANE	70.56	$ 2,244.32
60	206595117002	Single-Family	6341	BECKMAN CT	JAY & SARAH OSTER	87.14	$ 2,244.32
61	206595118002	Single-Family	6321	BECKMAN CT	SEAN & SUSAN WROBEL	278.85	$ 2,244.32
62	206595111002	Single-Family	6451	BECKMAN CT	JOSEPH STRANDLOF & BRIANNE KROMREY	199.62	$ 2,244.32
63	206595112002	Single-Family	6431	BECKMAN AVENUE CT	ALLAN J & WENDY A SCHWIETZ	108.67	$ 2,244.32
64	206595113002	Single-Family	6411	BECKMAN AVENUE CT	LUIS GUTIERREZ & BLANCA SOLIS	53.03	$ 2,244.32
65	206595110002	Single-Family	6471	BECKMAN AVE	JACK E II & DEANN L CHANDLER	404.58	$ 2,244.32
66	206595109003	Single-Family	6320	BECKMAN AVE	MARK A & VICKI M DUPPONG	123.00	$ 2,244.32
67	206595108003	Single-Family	6390	BECKMAN AVE	DAVID T & LESLIE D SCALES	165.24	$ 2,244.32
68	206595107003	Single-Family	6460	BECKMAN AVE	HARRY JOVET & WANDA LUCIANO	56.00	$ 2,244.32
69	206595106003	Single-Family	6470	BECKMAN AVE	JOHN & KRISTEN L CHERMAK	95.94	$ 2,244.32
70	206595105003	Single-Family	6472	BECKMAN AVE	CURTIS J KOSTELECKY	77.92	$ 2,244.32
71	206595104003	Single-Family	6474	BECKMAN AVE	KEVIN J & MICHELLE H BINTLIFF	69.92	$ 2,244.32
72	206595103003	Single-Family	6476	BECKMAN AVE E	MURRAY D & MARY L OLSON	82.33	$ 2,244.32
73	206595102003	Single-Family	6478	BECKMAN AVE	STEVEN R & NANCY S LEAFGREN	80.76	$ 2,244.32
74	206595101003	Single-Family	6480	BECKMAN AVE	SCOTT MCRAE	250.91	$ 2,244.32
75	206595003001	Single-Family	6385	BAILEY TRL	JOSEPH & MARY JO ALPERT	90.00	$ 2,244.32
							$ 168,324.00

TOM'S COPY

SIGN IN SHEET

ASSESSMENT INFORMATION MEETING

CITY PROJECT NO. 2008-09F
SALEM HILLS FARM STREET RECONSTRUCTION/MILL AND OVERLAY

Wednesday, September 1, 2010 at 6:30-7:30 p.m.

NAME	ADDRESS	CONTACT INFO.
Ryan Wilson	6310 Buckman Ave	phone: 651.253.2872 mobile: e-mail storezips@thewpsstore.com
Paul Johnston	2170 63rd St. East	phone: 651-552-9011 mobile: 651-707-2700 e-mail P.R.Johnston@comcast.net
DAVID ZANICK	1885 63rd ST E	phone: 651-451-2281 mobile: 952 237 4374 e-mail DAVIDZANICK@yahoo.com
Lauren Howard	1875 63rd St. E.	phone: 651-457-4087 mobile: 612-867-9028 e-mail howardml@comcast.net
Bill McMenamy	2180 63rd St. E	phone: 651-451-3213 mobile: — e-mail —
Bob & Pat Shubatt	1945 63rd St. E	phone: 651-450-4458 mobile: e-mail pat.shubatt@ecolab.com
KENT VOELKER	2100 63RD ST.	phone: 651-450-5516 mobile: e-mail
Jean Peterson	2150 63rd St	phone: 651-457-1878 mobile: 651-717-5643 e-mail
Geoff Ewald	6350 Dale Terrace	phone: 651-450-9794 mobile: e-mail ewald9778@comcast.net
Joseph Guru	2185, 63rd St-E	phone: 612 242 2635 mobile: e-mail josefguru@yahoo.com
		phone: mobile: e-mail

EXHIBIT 1

PARCELS TO BE ASSESSED:

CITY PARCEL

MILL & OVERLAY

RECONSTRUCTION

1.01 MILES OF CENTERLINE IN MILL & OVERLAY AREA

.49 MILES OF CENTERLINE IN RECONSTRUCTION AREA

STREETS TO BE RECONSTRUCTED

STREETS FOR MILL & OVERLAY

PROJECT 2008-09F
SALEM HILLS FARMS
RECONSTRUCTION &
MILL & OVERLAY

0 0.025 0.05 0.1 0.15 Miles

SOURCE: CITY OF IGH
DATA LOCATION IGH4:\PROJECTS_PUBLIC\2008_PROJECTS\2008-09F_SALEM_HILLS_FARMS\PDFs\

CITY OF INVER GROVE HEIGHTS
GIS DEPARTMENT
JULY 2009

Inver Grove Heights

®

AGENDA ITEM 7A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

KAY DICKISON – CASE NO. 10-26V

Meeting Date: September 13, 2010
Item Type: Regular
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by: Planning

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider the following requests for the property located at 7521 River Road:

a) A **Variance** to allow two detached accessory buildings whereas one detached accessory building is allowed in the R-1B zoning district.

b) A **Variance** from the setback requirements for one of the structures along the river.

- Requires a 3/5th's vote.
- 60-day deadline: September 17, 2010 (first 60-days)

SUMMARY

The applicant would like to construct two detached accessory buildings on a 2.92 acre property. The lot is one tax parcel divided by railroad right-of-way and River Road. The applicant plans to demolish the existing 88-year old home and accessory buildings and would like to construct a new single family home with a detached garage along with a small accessory building on the narrow portion of the property by the river. There is also an old barn foundation that will remain on the property.

City Code states that lots in the R-1B zoning district shall be limited to one accessory building, not exceeding 1,000 square feet in size. The larger detached structure, located near the house, would be 960 square feet in size and the smaller structure, located near the river, would be 160 square feet in size. After the staff report was written and after a conversation with the DNR it was determined that the more restrictive bluffline setback limitation should be used instead of the shoreland setback. Therefore, the smaller structure would also need a setback variance from the bluffline and a front yard setback variance from River Road. Subsequent the Planning Commission meeting the applicant has shifted the smaller structure further west to reduce the impact to the bluff, thus creating the setback request from River Road. The smaller structure is proposed at 10 feet from the bluffline whereas 40 feet is the required setback and 20 feet from River Road whereas 30 feet is the required setback.

The DNR opposes the setback variance request. Based on the property elevations available, staff does not believe there is a buildable area anywhere on the eastern portion of the property due to the 40 foot setback requirement from top of bluff and 30 foot setback from River Road. The applicant could avoid impacting the bluff by moving the structure further south, however that would still require a variance from the front yard setback from the road. The variance request could be avoided all together by constructing the small structure west of River Road.

RECOMMENDATIONS

Planning Staff: The applicant is not being denied reasonable use of the property. The property could reasonably function as its intended single-family use if the variances were denied. In this case, the applicant could construct an attached garage plus have one detached accessory building.

The setback variance could be avoided by constructing the building on the west side of River Road. In addition, staff feels that the site fails to demonstrate a hardship and would set a precedent for the number and location of accessory structures on a property. For these reasons staff is recommending denial of the proposed requests.

Planning Commission: Recommended **denial** of the request to allow two accessory structures at their August 17, 2010 meeting (9-0).

The Planning Commission also recommended **denial** of the setback variance request (7-2).

Attachments: Denial resolutions
Planning Commission Recommendation
Planning staff report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW TWO ACCESSORY BUILDINGS ON A PROPERTY WHEREAS ONE IS THE MAXIMUM ALLOWED IN THE R-1B ZONING DISTRICT.

CASE NO. 10-26V
Dickison

WHEREAS, an application for a Variance has been submitted for the property located at 7521 River Road and legally described as:

See attached

WHEREAS, an application has been received for a Variance to allow two detached accessory buildings on a property whereas one detached accessory building is allowed in the R-1B zoning district;

WHEREAS, the afore described property is located in the Critical Area overlay district and zoned R-1B, single family residential;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 17, 2010 in accordance with City Code Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Title 10) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular

hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code, Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a hardship was not found to exist. The property does not have any special conditions that make it unique and the applicant is not being denied reasonable use of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the requested Variance to allow two accessory buildings on a property is hereby denied based on the following findings of fact:

1. Denying the variance requests does not preclude the applicant from reasonable residential use of the property.
2. The request lacks any hardship unique to the property.
3. Approval of the variances could set a precedent for the number of accessory structures allowed on lots in the R-1 zoning district.
4. The variance requests are out of a convenience to the applicant.

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

Adopted by the City Council of Inver Grove Heights this 13th day of September 2010.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

That part of the North One-third (N-1/3) of Government Lot Six (6), Section 11, Township 27, Range 22, Lying:

(1) Easterly of the right-of-way of the Chicago, Rock Island & Pacific Railway Co.

(2) Westerly of the Mississippi River

(3) Southerly of the following described line:

Beginning at the intersection of the south line of the North 160 feet of Government Lot Six (6), Section 11, Township 22 North, Range 22 West and the easterly right-of-way line of the Chicago Rock Island and Pacific Railway Co. (originally the Burlington Cedar Rapids and Northern Railway Co. of Iowa); thence easterly along said south line, 342.18 feet more or less to the Mississippi River and there terminating.

AND

(4) Northerly of the following described line:

Commencing at the northwest corner of said Government Lot 6; thence South 0 degrees 00 minutes 00 seconds East (assumed bearing) along the west line of said Government Lot 6 a distance of 416.07 feet; thence North 89 degrees 49 minutes 51 seconds East 908.15 feet to the point of intersection with the easterly right-of-way line of the Chicago Rock Island and Pacific Railway Co., said point of intersection being the point of beginning of the line to be described; thence continuing North 89 degrees 49 minutes 51 seconds East 324 feet more or less to the shore line of the Mississippi River and there terminating. Subject to River Road (formerly Doane Trail), flowage, utility, roadway and other easements of Record.

ALSO

This portion of the Subject Property by Quit Claim Deed only:

Grantors hereby convey and quitclaim to Grantees real property in Dakota County, Minnesota described as follows:

That part of the North 160.00 feet of Government Lot 6, Section 11, T.27N., R.22W., Dakota County, Minnesota, described as follows:

Beginning at the intersection of the south line of said North 160.00 feet and the east right-of-way line of the Chicago, Rock Island and Pacific Railway Co. (originally the Burlington, Cedar Rapids, and Northern Railway Co. of Iowa); thence easterly, along said south line, 342.18 ft.; thence northwesterly to a point on said east right-of-way, which point is 40.00 ft. northwest of the afore-described point of beginning (measured along said right-of-way); thence southeasterly to the point of beginning and there terminating.

Subject to River Road (formerly Doane Trail), flowage, utility, roadway and other easements of record.

That part of the North 1/3 of Government Lot Six (6), Section 11, Township 27, Range 22 lying easterly of County Road No. 77 (Dickman Trail) formerly County Road 21, formerly STH No. 53 and Westerly of the easterly right-of-way line of the Chicago Rock Island and Pacific Railway Company (originally the Burlington Cedar Rapids and Northern Railway Company of Iowa) except all railroad rights of way.

Subject to Dickman Trail, flowage, utility, roadway and any other easements of record.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE FROM SETBACKS FOR A STRUCTURE LOCATED BETWEEN RIVER ROAD AND THE MISSISSIPPI RIVER

CASE NO. 10-26V
Dickison

WHEREAS, an application for a Variance has been submitted for the property located at 7521 River Road and legally described as:

See attached

WHEREAS, an application has been received for a Variance to allow a detached accessory structure to be located 20 feet from River Road whereas 30 feet is required and about 10 feet from the bluff line setback whereas 40 feet is required;

WHEREAS, the afore described property is located in the Critical Area overlay district and zoned R-1B, single family residential;

WHEREAS, the Minnesota DNR reviewed the setback request and opposes the location of the accessory building within the bluffline setback;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 17, 2010 in accordance with City Code Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Title 10) and conditions and

safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code, Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a hardship was not found to exist. The property does not have any special conditions that make it unique and the applicant is not being denied reasonable use of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the requested Variance to allow a detached accessory building within the required front setback from River Road and within the required bluff line setback is hereby denied based on the following findings of fact:

1. Denying the variance requests does not preclude the applicant from reasonable residential use of the property.
2. The request lacks any hardship unique to the property.
3. Approval of the variances could set a precedent for the location of accessory structures allowed on lots in the R-1B zoning district.
4. The variance requests are out of a convenience to the applicant.

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

Adopted by the City Council of Inver Grove Heights this 13th day of September 2010.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

That part of the North One-third (N-1/3) of Government Lot Six (6), Section 11, Township 27, Range 22, Lying:

(1) Easterly of the right-of-way of the Chicago, Rock Island & Pacific Railway Co.

(2) Westerly of the Mississippi River

(3) Southerly of the following described line:

Beginning at the intersection of the south line of the North 160 feet of Government Lot Six (6), Section 11, Township 22 North, Range 22 West and the easterly right-of-way line of the Chicago Rock Island and Pacific Railway Co. (originally the Burlington Cedar Rapids and Northern Railway Co. of Iowa); thence easterly along said south line, 342.18 feet more or less to the Mississippi River and there terminating.

AND

(4) Northerly of the following described line:

Commencing at the northwest corner of said Government Lot 6; thence South 0 degrees 00 minutes 00 seconds East (assumed bearing) along the west line of said Government Lot 6 a distance of 416.07 feet; thence North 89 degrees 49 minutes 51 seconds East 908.15 feet to the point of intersection with the easterly right-of-way line of the Chicago Rock Island and Pacific Railway Co., said point of intersection being the point of beginning of the line to be described; thence continuing North 89 degrees 49 minutes 51 seconds East 324 feet more or less to the shore line of the Mississippi River and there terminating. Subject to River Road (formerly Doane Trail), flowage, utility, roadway and other easements of Record.

ALSO

This portion of the Subject Property by Quit Claim Deed only:

Grantors hereby convey and quitclaim to Grantees real property in Dakota County, Minnesota described as follows:

That part of the North 160.00 feet of Government Lot 6, Section 11, T.27N., R.22W., Dakota County, Minnesota, described as follows:

Beginning at the intersection of the south line of said North 160.00 feet and the east right-of-way line of the Chicago, Rock Island and Pacific Railway Co. (originally the Burlington, Cedar Rapids, and Northern Railway Co. of Iowa); thence easterly, along said south line, 342.18 ft.; thence northwesterly to a point on said east right-of-way, which point is 40.00 ft. northwest of the afore-described point of beginning (measured along said right-of-way); thence southeasterly to the point of beginning and there terminating.

Subject to River Road (formerly Doane Trail), flowage, utility, roadway and other easements of record.

That part of the North 1/3 of Government Lot Six (6), Section 11, Township 27, Range 22 lying easterly of County Road No. 77 (Dickman Trail) formerly County Road 21, formerly STH No. 53 and Westerly of the easterly right-of-way line of the Chicago Rock Island and Pacific Railway Company (originally the Burlington Cedar Rapids and Northern Railway Company of Iowa) except all railroad rights of way.

Subject to Dickman Trail, flowage, utility, roadway and any other easements of record.

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 17, 2010

SUBJECT: **KAY DICKISON – CASE NO. 10-26V**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a variance to allow up to four detached accessory buildings whereas one detached accessory building is allowed in the R-1C zoning district, and a variance from the setback requirements for one structure to be located 40 feet from the shoreline elevation whereas 50 feet is the required setback, for the property located at 7521 River Road. 3 notices were mailed.

Presentation of Request
Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the subject site is 2.9 acres in size and is divided by railroad right-of-way and River Road. Ms. Botten advised that the request has changed since the public hearing notice was published, and the applicant is now requesting to construct two detached accessory buildings whereas City Code allows only one detached accessory building in the R-1B zoning district. The smaller structure would also need a setback variance from the river as it would be 40 feet from the rivers ordinary high water mark (OHW) whereas 50 feet is required. Ms. Botten advised that DNR opposes the variance request and pointed out an additional requirement regarding the setback from top of bluff. Based on the property elevations available, staff does not believe there is a buildable area anywhere on the eastern portion of the property due to the 40 foot setback requirement from top of bluff. The applicant could avoid impacting the bluff by moving the structure further south, however that would still require a variance from the front yard setback from the road. Staff feels the variance criterion have not been met and therefore recommends denial of the request with the rationale as listed in the report.

Commissioner Hark asked how far back the house on the property south of the subject property was setback from the river.

Ms. Botten replied she was unsure and added that the house could have been constructed prior to establishment of the current critical area regulations.

Commissioner Gooch asked if DNR could overrule City approval on this project.

Ms. Botten replied they could not, however, acting against DNR recommendations could have future implications in regards to grants, etc.

Opening of Public Hearing
Kay Dickison, 8200 River Road, stated she was the owner of 7521 River Road, and wanted to construct a house, detached garage, and a studio/boathouse.

Rolf Lokensgard, 3932 Stonebridge Drive North, advised he was Ms. Dickison's architect. He

showed a photo of the three acre lot and site plan and explained that the applicant was requesting to build a small, sustainable, energy-efficient house. They are proposing a detached garage as an attached garage would reduce light, ventilation, and visibility by 25%. Mr. Lokensgard stated his client would like access to and a view of the river, however, one of the hardships is that the lot is divided by River Road. Therefore, they are requesting a ten foot variance to allow them to build a studio/boathouse/contemplative space overlooking the river.

Ms. Dickison stated she plans to remove three existing structures thus reducing the clutter on the property. Ms. Dickison stated that the proposed studio/boathouse/contemplation space would provide security to both she and her neighbors by eliminating a vacant property which would likely encourage vandalism and littering. She stated she would install security lights and would only need electricity; no sewer or water. Ms. Dickison advised there were recently built homes in the area which were built closer to the river than her proposed space. In regards to the bluff issue, Ms. Dickision stated the proposed structure would be minimally visible from the river. She stated that moving the home to the southern end of the lot would require extensive tree removal.

Commissioner Simon asked if the applicant was planning on installing an interior or outdoor wood stove, to which Ms. Dickison replied an indoor potbelly stove.

Commissioner Wippermann asked if the proposed location would minimize tree removal, to which Mr. Lokensgard replied in the affirmative, stating no trees would need to be removed at the current proposed location.

Commissioner Wippermann stated the diagram showed five existing accessory structures.

Ms. Dickison replied that some of the structures had already been removed and the three remaining would be removed as well.

Chair Bartholomew suggested the applicant consider attaching the garage to the house as it would eliminate most of the issues.

Ms. Dickison stated she would prefer not to attach the garage.

Commissioner Hark asked for the definition of an attached garage, to which Ms. Botten replied there had to be a shared wall with access from one to the other.

Planning Commission Discussion

Commissioner Wippermann asked if there would still be issues if these were two separate properties, to which Ms. Botten replied that an accessory building is not allowed on a lot without a principle structure.

Commissioner Wippermann stated he would like to find a viable hardship as the proposed project would be an improvement to the property. He suggested a possible hardship for the setback variance be that leaving it in the proposed location would eliminate the need for tree

removal.

Commissioner Roth stated he agreed with Commissioner Wippermann, and felt that perhaps the City could compromise in a situation such as this where the applicants are building a sustainable home.

Chair Bartholomew asked if the applicant would like to table the request to give them time to work with staff on a plan to connect the garage to the house.

Commissioner Koch stated she would support granting a variance for the studio but would like to figure out a way of connecting the house to the garage.

Commissioner Gooch asked if three variances would be required - one for setback from the OHW, one for setback from the bluff, and one for the second accessory structure.

Chair Bartholomew stated it appears as if there were four variances needed for setback from the road, setback from the bluff, setback from the OHW, and possibly one for the second accessory structure.

Commissioner Roth asked if DNR could put a stop work order on the studio, to which Mr. Hunting replied that the DNR would not interfere unless it was a critical situation.

Commissioner Simon asked if a permit was needed from the DNR to build on the water line, to which Mr. Hunting replied that the permitting was done at the local level and the DNR would not intervene unless there was a pattern of continual variances without viable hardships.

Commissioner Simon stated she opposed the request due to lack of hardship.

Commissioner Hark stated he would like to see the applicant come back with a modified plan that included an attached garage.

Chair Bartholomew asked Ms. Dickison if she wished to continue on in the process or table the request to work with staff.

Ms. Botten advised that if the applicant tabled the request until the next meeting they could still get on the September 13 Council agenda as originally scheduled.

Ms. Dickison stated she preferred to keep things moving and would therefore find a way to attach the garage with the caveat that if Council denied her request to have a studio/boathouse that she would no longer attach the garage.

Chair Bartholomew stated that the Commission would have to act on the request that was before them tonight which was a variance to allow two detached accessory buildings and variances from setback requirements for the structure on the river.

Ms. Botten stated that the setback variances from the water could be done in one approval.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Koch, to approve the request

for a variance from the street, the OHW and the bluff area with the hardship being that not granting the variance would create additional removal of trees.

Commissioner Gooch asked if there was any location on the property where the accessory building could be located without a variance, to which Ms. Botten replied there was not.

Commissioner Gooch stated that the hardship of tree removal did not seem viable since a variance was needed no matter where the building was located.

Motion failed (2/7 – Scales, Hark, Simon, Roth, Schaeffer, Gooch, Bartholomew).

Ms. Botten stated the Commission should act on the variance request to allow two accessory structures, however, if the applicant came back with a modified plan that connected the house and garage the variance would no longer be needed.

Motion by Commissioner Gooch, second by Commissioner Hark, to deny the request for a variance to allow two detached accessory buildings whereas one detached accessory building is allowed in the R-1B zoning district, based on lack of hardship.

Motion carried (9/0).

Motion by Commissioner Simon, second by Chair Bartholomew, to deny the request for a variance from the setback requirements for the structure along the river, based on lack of hardship.

Motion carried (7/2 – Wippermann, Koch). This item goes to the City Council on September 13, 2010.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 12, 2010 **CASE NO.:** 10-26V

HEARING DATE: August 17, 2010

APPLICANT AND PROPERTY OWNER: Kay Dickison

REQUEST: A variance to exceed the number of accessory structures and a variance from the setback requirements along the river.

LOCATION: 7521 River Road

COMP PLAN: LDR, Low Density Residential

ZONING: R-1B, Single Family Residential

REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner

BACKGROUND

The applicant would like to construct two accessory buildings on her 2.92 acre property. City Code states that lots in the R-1B zoning district shall be limited to one accessory building, not exceeding 1,000 square feet in size. The larger detached structure is 960 square feet in size and the smaller structure is 160 square feet in size. The smaller structure would also need a setback variance from the river. The structure is proposed at 40 feet whereas 50 feet is the required setback from the river OHW. The lot is unique; it is one tax parcel divided by railroad right-of-way and River Road. The existing home is 88 years old. The applicant plans to demolish the existing home and accessory buildings and construct a new single family home with a detached garage along with a small accessory building on the narrow portion of the property by the river. There is also an old barn foundation that will remain on the property.

SPECIFIC REQUEST

The following specific applications are being requested:

1) A variance to exceed the number of accessory structures allowed in the R-1B zoning district.

2) A variance from the shoreland setback to construct a 160 square foot structure 40 feet from the OHW whereas 50 feet is required.

DNR REVIEW
The setback request was sent to the DNR for review. A response has not been received at this time.

SURROUNDING USES: The subject site is surrounded by the following uses:

North - Single Family Residential; zoned R-1B; guided Low Density Residential
South - Single Family Residential; zoned R-1B; guided Rural Density Residential
West -Zoned R-4, Manufactured Home District; guided Medium Density Residential
East - River

EVALUATION OF REQUEST:

Title 10, Chapter 3, Section 10-3-4D of the City Code, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that apply to the land in question. The property is allowed one detached accessory building; allowing a second structure could set a precedent for multiple accessory buildings. The applicants are not proposing an attached garage to the new home, an alternative would be to attach the garage to the home and then the property owner would still be allowed one detached structure.

The applicant is also asking for a setback variance for the 160 square foot structure to be located 40 feet from the OHW whereas 50 feet is required. The proposed structure could meet the required setbacks further south on the property.

b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

In January 2007, the City Council adopted new regulations regarding the size and number of accessory structures permitted in residential zoning districts. The Council's aim is to limit the amount and size of accessory structures in the city, to maintain size and bulk of accessory structures to principal structures, and to avoid the structures being used for commercial purposes. With this in mind, granting the variance may establish a precedence that is contrary to the Zoning Code.

c. *The granting of such variance is necessary as a result of a demonstrated undue hardship or difficulty, and will not merely serve as a convenience to the applicant.*

Land use case law has given many facets to the "hardship" standard. One is that regulations should not be exercised that would preclude reasonable use of private property. The number of accessory buildings and setback standards are not precluding the homeowner from reasonable use of the property. The lot would still be able to have an attached garage with one detached structure. This variance may be considered a convenience to the applicant, not the result of an undue hardship.

d. Economic considerations alone do not constitute an undue hardship.

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the variance to exceed the number of accessory structures and the setback variance to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. The accessory structures shall not be used for commercial uses or storage related to a commercial use.
3. A grading/erosion control plan will be required at the time of the building permit application.

Hardship: A hardship must be stated if approval of the variances is recommended.

B. Denial If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance requests does not preclude the applicant from reasonable residential use of the property.
2. The request lacks any hardship unique to the property.
3. Approval of the variances could set a precedent for the number of accessory structures allowed on lots in the R-1 zoning district.
4. The variance requests are out of a convenience to the applicant.

RECOMMENDATION

In reviewing the requested variances, staff must make a determination of whether the property could reasonably function as its intended use if the variances were denied. In this case, the applicant could construct an attached garage plus have one detached accessory building. The setback variance could be avoided by constructing the building further south on the property. In addition, staff feels that the site fails to demonstrate a hardship and it

would set a precedent for the number of accessory structures on a property. For these reasons staff is recommending denial of the proposed request.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site & Building Plans

revised 9-7-10

7521 River Road

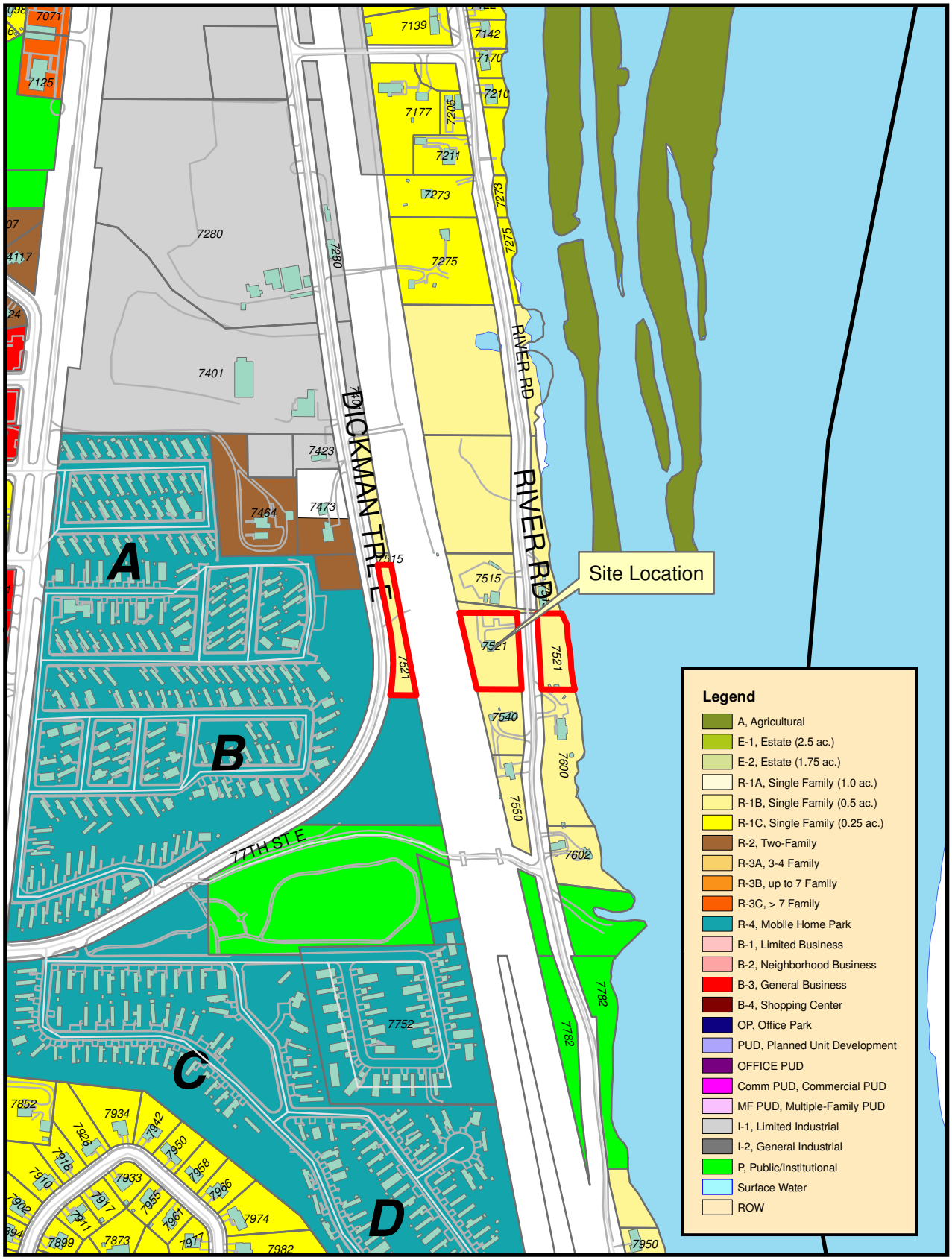

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Exhibit A
Zoning Map

VARIANCE REVISIONS
September 7, 2010
Kay Dickison- Case No. 10-26V
7521 River Road

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
651 450 2545

Dickison House
7521 River Road
Inver Grove Heights, Minnesota

Rolf Lokensgard
Architecture
www.rolflokensgard.com

September 7, 2010
Variance Application

Requested Variance Information:

1. Setbacks

	Required	*Requested*
East:	40 ft from bluff line	20 ft. from bluff line
West:	30 ft from River Road r/w	20 ft from River Road r/w
North:	10 ft	comply
South:	10 ft.	comply
Height:	10 ft grade- mid-roof slope	comply

2. Allow two (2) Accessory Buildings, not storage buildings, while removing multiple existing accessory buildings:
   - Accessory Building #1: a Studio on the narrow, unique, river side of lot: 160 sf structure, 96 sf deck= 256 total sf.
   - Accessory Building #2: a Garage 960 sf

3. Hardship conditions:
   - Narrow, river side area with 40 ft bluffline setback but no water or septic request.
   - Less than 7% buildings/impermeable surface area excluding River Road and area west of the Railroad r/w.
   - Connecting, using, establishing and controlling the disconnected river side of their lot.
   - A small studio, not storage building, to add a note of interest to the vacant lot.
   - The desire for a unique cluster of smaller, rural-like and historic buildings that create an outdoor *sense of place* (vs. one building with an attached garage AND a vacant lot with no building).

Rolf Lokensgard
Architecture
www.rolflokensgard.com

Introduction

For many of the past 22 years, the Dickison family has rented and owned this property (1988-92 and 2005-present). They know the site well and they find great inspiration in it. Currently they live on the river side at 8200 River Road. In that spirit, they want to build a home that complements the river and the rural, historic nature of the site.

The existing house is 88 years old (1922) and its bones are not worth remodeling. It has wonderful views and vantage points to the river, as well as privacy among the trees. The Dickison family wishes to accomplish the following:

- Demolish the existing house and multiple accessory sheds,
- Build a new principal home,
- Build an accessory building Studio in order to connect, make better use, and control the river side of their lot (vs. a *vacant* lot)
- Build an accessory garage,
- Respect the existing barn rubble foundation for historical interest,
- Remove multiple accessory buildings.

They are very excited to move forward with this proposal.

Design Concept

A cluster of smaller, rural-like, efficient, sustainable, incremental buildings with universal design can complement existing amenities and views, protect mature trees, make use of current access and circulation, and can blend with the neighborhood, not overwhelm it, to create a *sense of place.* Universal design, passive solar orientation, possible geothermal heating and cooling, natural, low maintenance, durable materials can enhance and preserve the *whole* neighborhood.

Unusual Conditions Unique to this Property

They would like a variance from the bluff line setback in order to build an accessory building contemplative Studio (electricity and small interior woodburner but no septic, no plumbing, no kitchen, no living). The Studio is sited behind a grove of trees. (The elevation drawing shows the buildings, not the trees.)

They would like to maintain the original rubble barn foundation, preserving and using it as a garden/workspace (vs. demolition). They are also removing multiple accessory buildings scattered on the site. The total impermeable/hard surface lot area is less than 7% (buildings and hardsurface).

Variance Statement
Dickison House
7521 River Road
Inver Grove Heights, Minnesota

Rolf Lokensgard
Architecture
www.rolflokensgard.com

Undue Hardship or Practical Difficulty

City regulation infers a principal structure with water/sewer. The Dickisons do not request water or sewer for the Studio, however, the studio structure can connect and make better use of the river side of the lot. Without a structure demarcating private property, the river side of the lot may be more prone to trespassing and/or disrespectful use as was the City's experience prior to improvements at the River Road Park. Their next door neighbors to the north and south both have principal homes on the river side. The design concept is to group smaller, rural-like buildings that organize, save, and integrate this site rather than dominate it with one large structure disconnected from the river.

Effect of Proposed Work on Neighboring Properties

The Dickisons wish to improve their property in appearance and livability. They are interested in architecture with river/rural character, universal design, and natural materials. They want to fit the neighborhood, the site and their program by reflecting and enhancing the existing topography and shoreline with a palette and style that blends with the landscape.

Ms. Kay Dickison has been a long-time member of the advocacy group, *Friends of the Mississippi.* She is very dedicated to honoring the river's shoreline and preserving natural green space, trees, and prairie grasses (vs. buckthorn).

These improvements, if granted, will relate to the whole site with good design. Tucked away under the mature trees, it complies with height, and will create an image that the City of Inver Grove Heights inspires.

- The total impermeable/hard surface/building lot area is less than 7%
- This request is not caused by anyone presently having an interest in the property or by previous owners.
- The variance is not detrimental to the public welfare or the neighborhood.
- It does not increase traffic congestion, increase fire hazards, endanger the public safety, detrimentally affect property values, or negatively affect the supply of light and air to adjacent properties.
- It is in keeping with the spirit and intent of the City Code and Comprehensive Plan.

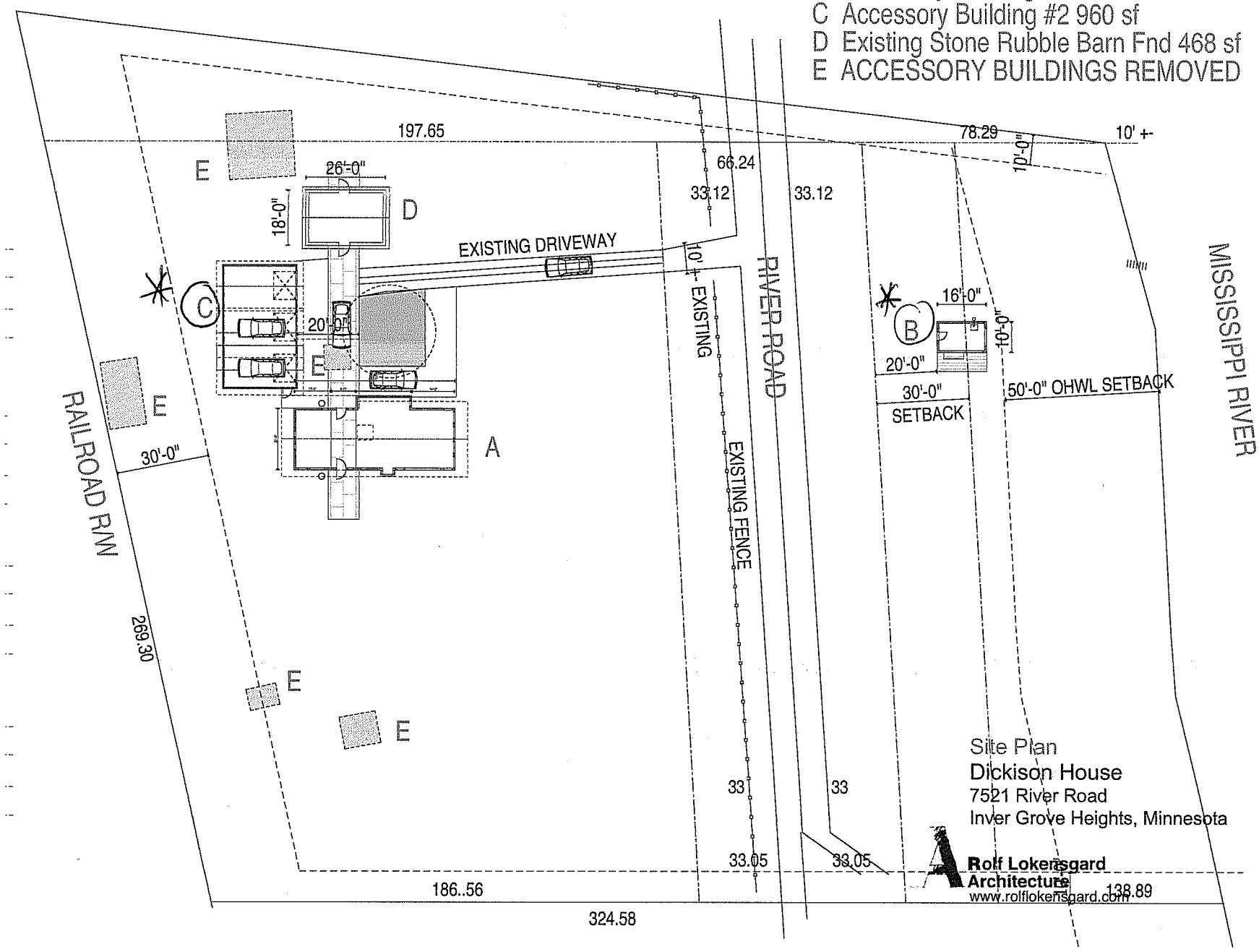
The Dickison Family, as they have demonstrated for the past 22 years, will continue to be good neighbors and stewards of their property

Thank you for your consideration.

Variance Statement
Dickison House
7521 River Road
Inver Grove Heights, Minnesota

Rolf Lokensgard
Architecture
www.rolflokensgard.com

A Principal Structure
B Accessory Building #1 256 sf
C Accessory Building #2 960 sf
D Existing Stone Rubble Barn Fnd 468 sf
E ACCESSORY BUILDINGS REMOVED



Site Plan
Dickison House
7521 River Road
Inver Grove Heights, Minnesota

Rolf Lokensgard
Architecture
www.rolflokensgard.com

View to east
Dickison House
7521 River Road
Inver Grove Heights, Minnesota

Rolf Lokensgard
Architecture
www.rolflokensgard.com

So this doesn't happen.

Dickison House

7521 River Road

Inver Grove Heights, Minnesota

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Studio site
Dickison House
7521 River Road
Inver Grove Heights, Minnesota

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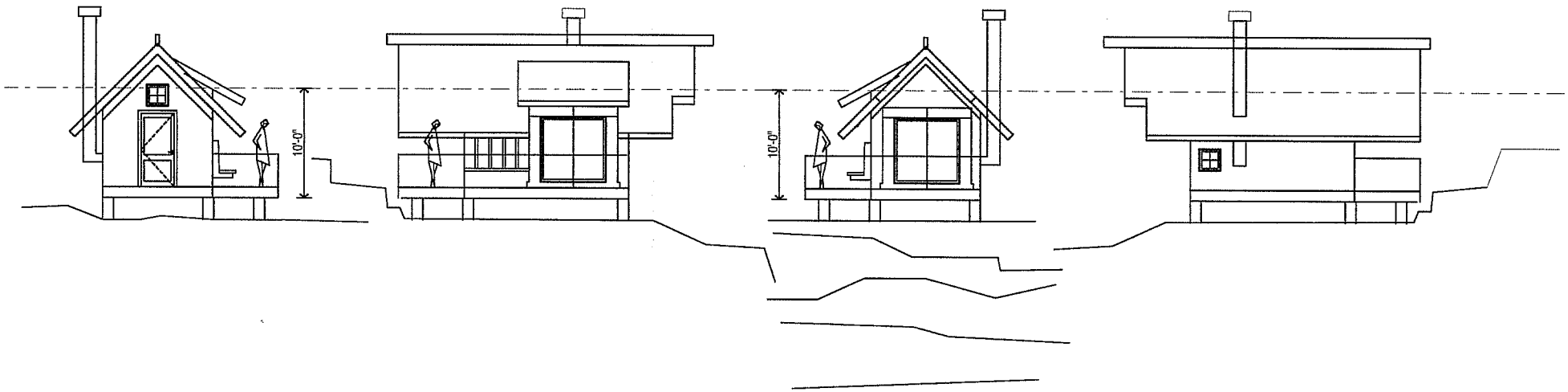
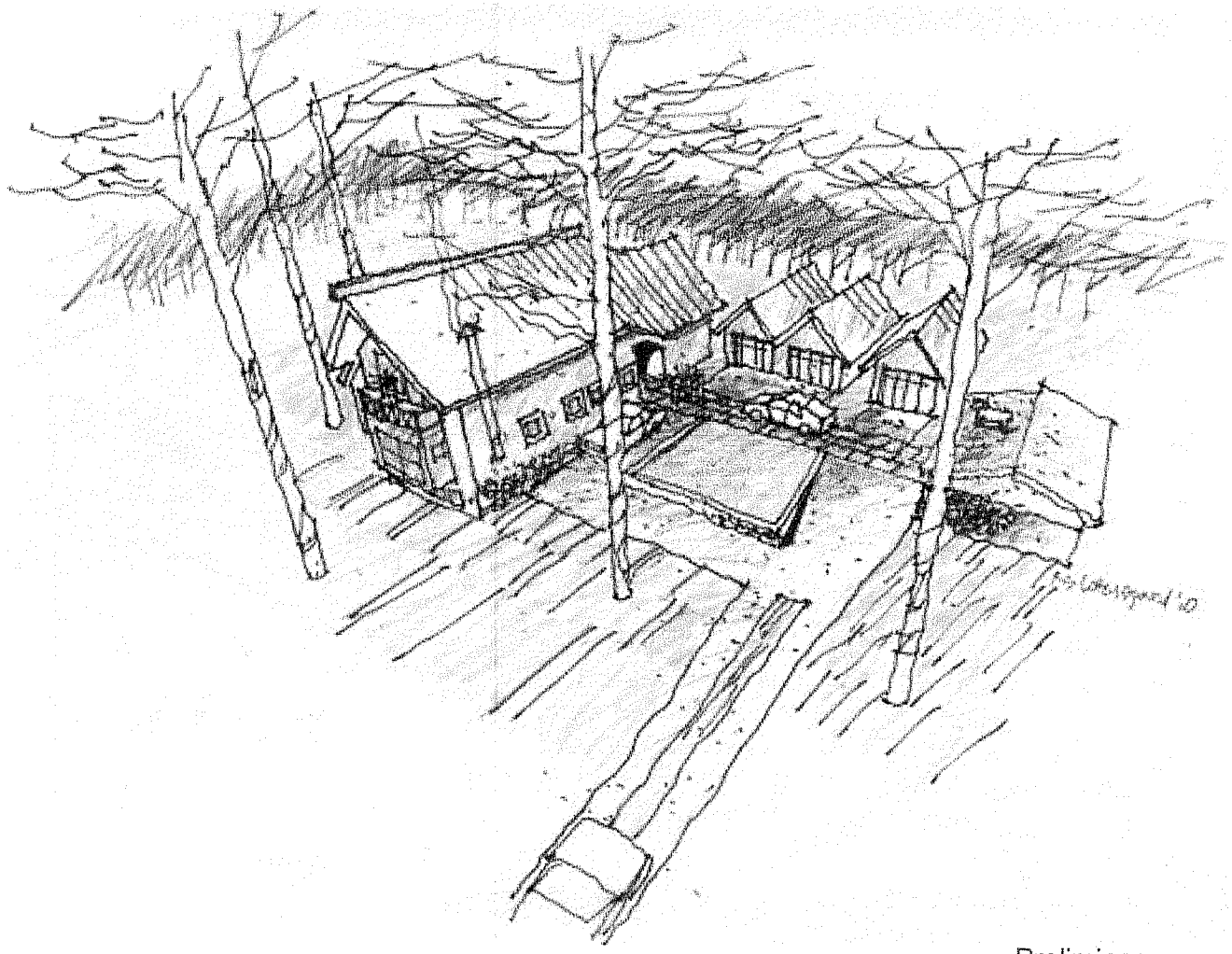
Architecture
www.rolflokensgard.com



Studio
Dickison House
7521 River Road
Inver Grove Heights, Minnesota

Rolf Lokensgard
Architecture
www.rolflokensgard.com



Preliminary concept sketch
Dickison House
7521 River Road
Inver Grove Heights, Minnesota

Rolf Lokensgard
Architecture
www.rolflokensgard.com

AGENDA ITEM 7B(i,ii)

IGH INVESTMENTS, LLC **REQUEST FOR COUNCIL ACTION**

CITY OF INVER GROVE HEIGHTS

Meeting Date:	September 13, 2010		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider the following requests for property located north of Amana Trail and west of South Robert,:

a) A Resolution relating to a Preliminary Plat and Preliminary PUD Amendment for phase I of residential development consisting of 45 single-family lots.

- Requires 3/5th's vote.

b) A Resolution relating to a Final Plat and Final PUD plan approval with Development Contract and related agreements for Argental Hills 2nd Addition, consisting of 12 single-family lots and four outlots.

- Requires 3/5th's vote.

c) A Resolution relating to Adjustments to the Letter of Credit and Maintenance Bond relating to Developer Warranties.

- Requires 3/5th's vote.

- 60-day deadline: September 17, 2010 (first 60-days)

SUMMARY

The applicant is requesting a modification to the approved PUD development plan for the Argenta Hills development. The original PUD, approved in 2007 was for 154 residential units and 410,000 square feet of commercial. The applicant is proposing a change to the residential portion by modifying the street layout and lot layout for the neighborhood in the far northeast corner of the development. Primary changes include; reducing the lot number from 60 to 45 for the northeast corner neighborhood, changing the street pattern and minor changes to the trail layout. The changes proposed require council action to amend the original PUD plan approval. Changes affect the northeast neighborhood only. No other changes are being proposed for any other part of the PUD.

The applicant is also requesting Final PUD plan approval for Argenta Hills, a 12 lot single family subdivision. If the project is approved, construction would begin immediately following council approval and the construction of two model homes would begin late fall.

ANALYSIS

A brief summary of the proposed changes include:

- Lots are larger than before and are now typically 66 feet wide. Previous lot width was 60 feet.
- Buildings maintain a minimum 10 foot separation as originally approved.
- Open space remains virtually unchanged. Still proposing more than twice the number of acres required.
- Park dedication would be $4,011 per lot for the 12 platted lots.

- Phase one includes construction of part of the street network.
- Segments of the trail system will be installed with this phase. Trails would be graded in around the trails and wood chips installed as a temporary base. Paving the trails would occur as more of the system is final designed and constructed.
- Storm water treatment system consists of a series of large infiltration basins.
- Streets would be 28 feet wide allowing parking on one side.

While the applicant is proposing to reduce the number of lots from 60 to 45 in this neighborhood, they are willing to pay the northwest area plat and building permit fees for the original number of lots approved. The city would not be out any fees if the reduced lot count is approved. As proposed, payment of these fees would come due when 80% of the total residential development is approved. The remaining outstanding balance at that time would pay the current rate of plat and building connection fees. This requirement is reflected in the Agreement Relating to Payment of Northwest Area Utility Fees and Hook-up Fees for Outlot F (attached to this memo).

The applicant is requesting flexibility in the total amount of tree reforestation required. Based on final numbers of trees that would be removed, there is a total of 10,978 caliper inches to be replaced. A significant number of reforestation caliper inches lie in a large number of pine trees that were planted by previous land owners many years ago and are not natural stands of trees. These are typically known as "pine or conifer plantations". The Natural Resource Inventory and Management Plan for the northwest area reviewed these tree stands and did not place any particular value on them as they were planted by man. The applicant is requesting that the amount of trees in the pine plantation (8,579 caliper inches) be removed from the total replacement. This would put the total replacement for the entire PUD at 2,219 caliper inches. The applicant is proposing 114 trees in the first phase and balance would be spread out in future phases. The Planning Commission recommended that the tree count in the first phase be increased to 159 trees and the additional 2,219 caliper inches be planted throughout future phases to satisfy tree preservation. Staff would support this request and is comfortable with Planning Commission's recommendation. The proposed conditions of approval contain this condition (#38).

The City Attorney has drafted a memo and resolution (attached) describing the proposed adjustments to the standard letter of credit. Council is also asked to consider the resolution.

RECOMMENDATION

Planning Staff: Recommends approval of the request as presented with the conditions listed in the attached resolutions.

Planning Commission: Recommends approval of the request with the added condition that an additional 159 trees plus 2,219 caliper inches shall satisfy the overall tree reforestation for the PUD. (6-3).

Attachments: Preliminary Plat and Preliminary PUD Amendment Resolution
Final Plat and Final PUD Resolution
Resolution relating to Adjustments to Letter of Credit
Memo from City Attorney regarding Letter of Credit Adjustment
Development Contract and related agreements (14 total)
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN AMENDMENT FOR A MULTI-LOT 139 UNIT RESIDENTIAL AND APPROXIMATELY 410,000 SQUARE FOOT COMMERCIAL PLANNED UNIT DEVELOPMENT KNOWN AS ARGENTA HILLS

CASE NO. 10-28PUD)
(IGH Investments)

WHEREAS, the City Council approved a preliminary plat and preliminary PUD development plan for a seven (7) lot and seven (7) outlot subdivision and an approximately 410,000 square foot retail and 154 unit residential development on October 22, 2007;

WHEREAS, a preliminary plat and preliminary PUD development plan amendment application has been submitted to the City for property legally described as;

SEE EXHIBIT A

WHERERAS, a revised preliminary PUD development plan has been submitted altering the lot number and design of one of the residential neighborhoods resulting in a reduction in housing units to 139;

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on August 17, 2010;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan amendment for a Seven (7) lot and Seven (7) outlot plat and approximately 410,000 square foot retail and 139 unit residential development 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	10/12/2007 and 6/30/10
Preliminary Site Layout Plan	6/25/2007 and 7/19/10
Preliminary Grading and Drainage Plan	6/25/2007 and 7/19/10
Preliminary Overall Utility Plan	6/25/2007
Preliminary Landscape Plan	6/25/2007 and 8/10/10
Preliminary Tree Inventory and Preservation Plan	6/25/2007 and 8/11/10
Building Elevations	6/25/2007
Trail Plan	6/25/2007
Signage Location Site Plan	10/11/2007
Open Space Plan	6/25/2007 and 7/19/10
Development Capacity Plan	6/25/2007
Preliminary Phasing Plan	6/25/2007 and 7/19/10
Trails, Walks and Green Framework Plan	6/25/2007
Roadway and Trail Plan	6/25/2007
East-West Pedestrian Connection	6/25/2007
Concept Signage Sketches	9/17/2007
Main Street - Argenta Perspective Sketch	
Target View Perspective Sketch	
Commercial Buildings Schematic Elevations	8/7/2007
Argenta Hills Design Guidelines Outline	
Design Features (9 sheets)	6/25/2007
Overall Stormwater Plan (2 sheets)	
Stormwater Details (3 sheets)	
Grading and Drainage Plans (9 sheets)	6/25/2007
Landscape Plans (8 sheets)	6/25/2007
Residential Lot Design Layout (3 sheets)	9/25/2007

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The ownership of all of the natural area/open space to be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.

5. All rooftop equipment shall be substantially screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.

6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.

8. All plans shall be subject to the review and approval of the Fire Marshal.

9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.

10. The Agreement shall stipulate the storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

12. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

13. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

14. 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
Parking Areas	City Council
Signage Location Plan	City Council

15. 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.

16. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

17. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.

18. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

19. All private streets shall be maintained by the Home Owners Association.

20. Prior to City Council review of the final PUD development plans, a second access to the town home development shall be provided based on the Fire Marshall's comments. This access shall include a drop curb and minimum 12' wide heavy duty asphalt surface.

21. Prior to City Council review of final PUD development plans in residential areas, the plans shall be modified such that visitor parking shall be accommodated in the single family and town home neighborhoods.

22. Prior to City Council review of final PUD development plans of any phase, the landscape plan shall identify quantities of plant materials proposed for verification of code compliance.

23. Prior to City Council review of final PUD development plans of any phase, the reforestation plan shall be updated indicating the location of replacement trees on site in addition to the landscaping requirements described by the ordinance.

24. Prior to City Council review of final PUD development plans of any phase, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.

25. All signage for all future proposed development shall be subject to review and approval by the City.

26. Prior to City Council review of final PUD development plans of residential portions, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.

27. Residential neighborhoods located within the boundary of the Noise Abatement Overlay district shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.

28. Prior to City Council review of final PUD development plans for appropriate phases, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.

29. Prior to City Council review of PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the stormwater ponding and infiltration network.

30. The private streets shown at 24' in the custom single family and small lot single family neighborhoods and in the townhouse neighborhood do not allow for on-street parking. If no other guest parking areas are being provided within these neighborhoods, these streets shall be modified to 28' width to accommodate parking on one side of the street.

31. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.

32. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.

33. The boundaries of the designated natural area/open space and conservation easement areas shall be clearly delineated on the approved final PUD plans and shall be clearly marked and delineated in the field before grading begins and after final grading is completed with signage approved by the City.

34. The re-platting of Outlot F shall be consistent with the approved preliminary PUD development plans dated 6/25/07 and 7/19/10 unless a revised plan has been approved by the City Council. All conditions, restrictions, covenants, contributions and dedications must occur at time of re-platting Outlot F. This provision shall be included in the approved and recorded development contract.

35. At the time the City signs the plat, the owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date the City signs the final plat, and the owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time the City signs the final plat, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review, natural resource inventory and transportation modeling as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the owner's applications.

36. This PUD Amendment resolution replaces Resolution No. 07-201 and is now the guiding resolution for the overall Preliminary PUD Plan Approval for Argenta Hills.

37. An additional 159 trees plus 2,219 caliper inches shall satisfy tree preservation reforestation for the overall PUD.

Passed this _____ day of _____, 2010.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT WITH A DEVELOPMENT CONTRACT AND RELATED AGREEMENTS AND FINAL PUD DEVELOPMENT PLAN FOR A 12 LOT SINGLE FAMILY SUBDIVISION TO BE KNOW AS ARGENTA HILLS 2ND ADDITION

CASE NO. 10-28PUD
(IGH Investments)

WHEREAS, a final plat and final PUD development plan application has been submitted to the City for property legally described as;

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on August 17, 2010;

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD development plan for a 12 lot plat with a development contract and related agreements for a 12 lot single family subdivision to be known as Argenta Hills 2nd Addition 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.

Final Plat	
Final Site Plan	dated 7/19/10
Final Grading and Drainage Plans	dated 7/19/10
Landscape Plan	dated 8/10/10

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this PUD.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this _____ day of _____, 2010.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 17, 2010

SUBJECT: **IGH INVESTMENTS LLC (ARGENTA HILLS) – CASE NO. 10-28PUD**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for a preliminary plat for a 45 lot single family subdivision, a preliminary PUD Development Plan Amendment to modify the original plan in the northeast corner to allow a 45 lot single family residential development, and a final plat and final PUD Development Plan for the plat of Argenta Hills 2nd Addition, Phase 1 consisting of 12 single family lots and multiple outlots. 14 notices mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He gave a brief background of the original overall Argenta Hills PUD which was approved in 2007. He stated the applicant is requesting approval of an amended preliminary PUD development plan and plat for the first phase of residential development in the overall Argenta Hills PUD. They are also requesting a final plat and final PUD approval for 12 single family lots. Mr. Hunting advised that the revised plan includes 45 lots whereas 60 were originally proposed. He stated that upon further investigation into soils and engineering analysis, the applicant is proposing some redesigned lots and road configurations to avoid impacting an area of poor soils. They are also proposing minor changes to the proposed trail system to better fit trail locations with the natural topography. Mr. Hunting stated that the proposed lot widths have increased from 60 to 66 feet, they average 9,000 – 10,000 square feet in size, the building pad area has increased from 50 feet to 55 feet wide, they will continue with a five foot setback on each side which was approved with the original PUD, the open space will be reduced by approximately one acre but is still well over the required amount, and they have created numerous outlots which define stormwater areas, as well as disturbed and undisturbed areas. Mr. Hunting advised that the proposed streets will be 20 feet wide which allows parking on one side, and the developer has agreed to pay the original amount of connection charges. The applicants are requesting some flexibility on tree preservation to have two pine plantations not be included in the reforestation requirement. He advised that a similar situation occurred with the Summit Pines development in which due to the density and close proximity, the trees were not of high quality and the City determined in that case that the trees could be excluded from reforestation requirements. Staff recommends approval of the request with the 37 conditions listed in the report.

Commissioner Hark asked for clarification of the term 'pine plantation'.

Mr. Hunting replied it is a term used by tree foresters and those in the industry to describe trees that are not high quality due to the close spacing from the original planting. He stated pine plantations are looked at on a case-by-case basis.

Commissioner Hark stated in his opinion the pine plantations should be counted and not treated differently than other trees.

Tom Link, Community Development Director, advised that the consultant that did the Natural Resource Inventory for the Northwest Area determined that while pine plantations may have an aesthetic value, they do not have much value from a biological or environmental standpoint.

Commissioner Simon commented that she received calls from several Northwest Area Task Force members who were upset about the pine plantations being considered non-viable. She stated one of the things they argued for as a task force was that pine trees be counted. She stated they should be counted although not necessarily on a one-to-one basis.

Commissioner Scales agreed with Commissioner Simon that the trees should be counted in some capacity. He advised that he grew up near the Summit Pines development that was referenced earlier and he commented that the work done on that site completely changed the character of Inver Grove Trail.

Commissioner Wippermann questioned why the outlots were divided into such small parcels.

Mr. Hunting replied the developer was attempting to graphically define the disturbed, undisturbed, and stormwater pond areas.

Opening of Public Hearing

The applicant, Greg Munson of IGH Investments, advised that the first time through they focused on the commercial portion of this development. It is unknown at this point when that will be built and therefore they are trying to keep the development moving forward while they wait for the commercial by going ahead with Phase 1 of the residential portion. He stated they identified a soil issue in the southern part of the original site plan which would require more than a half million dollars to correct. Therefore, they modified their original plan, will be able to stay almost completely out of the poor soils area, and have a builder who is prepared to have a model home completed for the spring Parade of Homes. Mr. Munson stated that the proposed plan will help spur commercial development, allow the City to begin recovering fees for the substantial investment they have made in the Northwest Area, and create a more desirable layout with larger lots. In regards to the reforestation issue, Mr. Munson stated it was not economically feasible for them to replace every caliper inch of the pine plantation. He stated they are providing a lot of extra open space and are requesting some flexibility. He advised that the new plan has one acre less open space, however, more of it is undisturbed and contiguous which is of a higher value according to the Comprehensive Plan and the Northwest Area Plan.

Commissioner Roth asked if this would be similar to any of their other developments.

Jacob Fick, IGH Investments, stated because of the unique topography of this site they have never built in an area with similar elevation changes. However, they have built several similar developments in the metropolitan area with similar lot sizes and setbacks, such as Cobblestone Lakes in Apple Valley and Spirit of Brandtjen Farms in Lakeville. .

Planning Commission Discussion

Commissioner Wippermann stated when this development was originally proposed the Planning Commission added a condition requiring a 20 foot separation between structures. That condition was later removed by City Council; however, he feels there should be a larger

separation than 10 feet as it would give the appearance of row houses.

Commissioner Roth stated he would prefer a 5 and 10 foot side yard setback as it would provide a wide enough access to get equipment in should a modification or repair need to be done in the back yard.

Commissioner Simon expressed her dissatisfaction with the proposed tree reduction from 11,023 caliper inches to 2,219 caliper inches and stated she would vote against the request unless the tree preservation plan was modified.

Commissioner Scales stated he supported the request, but would like consideration given to adding more trees in future similar developments.

Commissioner Hark stated he would vote against the request unless the applicant compromised and agreed to put in more trees. He stated he did not feel a precedent was necessarily set by the Summit Pines development.

Commissioner Roth suggested adding trees after the homes were constructed similar to what they did in the Evermoor development in Rosemount where they established covenants that required that a certain amount of trees be planted by the homeowner once the home was constructed.

Mr. Hunting stated the proposed landscaping plan requires that trees be planted after the house is constructed, however, the City typically does not put any burden on the homeowners to install landscaping.

Commissioner Roth suggested that a possible compromise to get additional trees in but yet avoid additional cost to the developer would be to add a requirement in the purchase agreement that all homeowners would plant a certain amount of trees.

Mr. Munson stated that currently the applicants are required to plant two front yard trees per lot. He stated that requiring a homeowner to plant trees would likely result in the builder having to sell the house for less to make up for the cost of the trees.

Commissioner Roth asked if there would be neighborhood covenants, to which Mr. Munson replied in the affirmative.

Mr. Munson stated that replacing all the caliper inches would basically double the area charges and they would be upside down before they even started.

Chair Bartholomew asked for clarification of the timing of the tree planting.

Mr. Fick stated the trees along Highway 3 would be planted right away and the front yard trees would be planted after the home was constructed.

Commissioner Hark stated he was willing to negotiate on the trees and asked the applicant to propose something reasonable.

Chair Bartholomew asked if staff felt the proposed 2,219 caliper inches was adequate.

Mr. Hunting stated in the past they have removed the numbers from the pine plantation and the remaining numbers speak for themselves.

Mr. Munson stated he was uncomfortable coming up with a number because they were already losing money on every lot they develop in the first phase.

Mr. Fick stated they are planning to retain as many trees as possible, however, buyers typically don't want a pine tree in their yard that looks like a Q-Tip.

Chair Bartholomew asked for clarification on the proposed separation between homes.

Mr. Hunting stated the Northwest Area ordinance stipulates a 20 foot separation in order to provide enough space for rain gardens if needed. In this case, however, they are not utilizing the side yards for infiltration therefore the applicants are requesting the flexibility to cluster. He advised that the City Council agreed to grant that flexibility and approved a 10 foot separation with the preliminary plat.

Chair Bartholomew stated that while he understood people's concerns regarding the tree plantation, he felt the trees were poorly planted and should not be included in the total. He was willing to consider a compromise however.

Commissioner Hark stated he was hoping the applicant could propose a number.

Mr. Munson stated that right now the proposal in front of the Commission was what they felt comfortable with. However, if the Planning Commission were to propose something other than that they would look into it and see if they could make it work.

Commissioner Scales suggested adding one additional tree to each back yard which would result in 45 additional trees, or three trees per lot instead of two.

Mr. Munson stated the applicants could likely make that sort of number work.

Chair Bartholomew stated there was a lot of money invested in this project and if adding one more tree to the lot would make it move forward he would be in favor of that.

Commissioner Gooch stated he was in support of the request and felt it was important to the City to get some development going out there. He stated he supported a 20 foot separation with the original plat as well, however City Council approved a ten foot separation and therefore they needed to move on.

Planning Commission Recommendation

Motion by Commissioner Schaeffer, second by Commissioner Roth, to approve the request for a Preliminary Plat and Preliminary PUD Development Plan Amendment with the conditions listed in the report and added verbiage to Conditions 27 and 28 to require an additional tree be planted in each yard for a total of 159 trees. .

Ms. Botten advised that Conditions 27 and 28 have been changed to Conditions 22 and 23.

Chair Bartholomew asked if it would be better to add a separate condition regarding the additional trees, to which Mr. Hunting replied in the affirmative.

Chair Bartholomew asked if it was Commissioner Schaeffer's intention to add a condition requiring one more tree on each of the 45 lots.

Commissioner Schaefer stated he would prefer to propose an additional Condition No. 38 requiring that 159 trees, and the corresponding caliper inches of those, be planted throughout the development as seen fit by the developer.

Commissioner Roth seconded the amended motion. He asked if the developer would have the flexibility to plant the trees on the outlots if needed, to which Mr. Hunting replied in the affirmative.

Commissioner Wippermann advised he would be voting against the request because he was opposed to the ten foot separation.

Motion carried (6/3 - Wippermann, Simon, Hark).

Motion by Commissioner Schaeffer, second by Commissioner Koch, to approve the request for a Final Plat and Final PUD Development Plan, for Argenta Hills 2nd Addition.

Motion carried (6/3 – Hark, Simon, Wippermann). This item goes to the City Council on September 13, 2010.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 12, 2010 **CASE NO:** 10-28PUD

APPLICANT: IGH INVESTMENTS LLC (ARGENTA HILLS)

REQUEST: Preliminary Plat, Preliminary PUD Development Plan Amendment and Final Plat and Final PUD Development Approval for Argenta Hills 2nd Addition

HEARING DATE: August 17, 2010

LOCATION: West side of Hwy 3, north of Amana Trail

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application which consists of an amended preliminary PUD development plan and plat for the first phase of residential development in the overall Argenta Hills PUD. The applicant is also requesting a Final Plat and Final PUD Development approval for 12 single family lots. The applicant proposes to begin development of the first residential neighborhood in the northeast corner of the PUD. The current approved preliminary development plan was approved for 60 single family lots with a through street connection from Hwy. 3 to a future extension to the north for the neighborhood in the northeast corner. There is one short loop road and one short cul-de-sac. As the applicant has done further investigation into soils and done more engineering analysis, a redesign with minor changes is being proposed to improve buildability of the lots and to change some lot and road configurations to avoid impacting an area of poor soils. A quick summary of the proposed changes are:

1. Reduce the number of residential lots from 60 to 45.
2. Alter the internal road system and replace the short loop road and cul-de-sac with two longer cul-de-sacs. The through street remains as originally proposed.
3. Minor changes to the proposed trail system to better fit trail locations with the natural topography.

These specific changes vary enough from the approved plan that a new preliminary plat and preliminary PUD plan approval are required.

The specific applications being requested are:

1. Preliminary Plat approval of Argenta Hills 2nd Addition resulting in 45 lots, and the remaining parcels in outlots for future phases.
2. Preliminary PUD Development Plan Amendment of the Argenta Hills PUD as required by the Northwest Overlay District.
3. Final Plat and Final PUD Development Plan Approval for Argenta Hills 2nd Addition, consisting of 12 platted lots and a series of outlots.

There are no other changes being proposed to any other portion of the approved Preliminary PUD. The approved development contract allows for a 10 year approval period for development before the applicant would be required to either ask for an approval extension or resubmit a new PUD plan.

The Northwest Area Overlay District was established to encourage development that provides such features as:

- Cluster development practices which preserve significant natural features,
- Pedestrian connections,
- Innovative storm water management practices,
- Reduction in impervious surface cover to maximize natural storm water infiltration,
- Provide on-site retention of storm water and,
- Open space areas as development amenities.

HISTORY/CONSISTENCY WITH PLANS, STUDIES AND POLICIES

As many of the commission members are aware, a number of studies and plans were done over the last 10-15 years to establish the groundwork and key elements for development in the Northwest Area. To help refresh memories, the following paragraphs provide some background that was presented in the planning report for the original PUD plan in October, 2007.

The ***current 2030 Comprehensive Plan*** guides property in the PUD as Regional Commercial, Medium Density and Low Density Residential. The area under the amendment application is guided Low Density Residential. The mix of uses proposed for this project are generally consistent with the vision and guiding principles of the Comprehensive Plan, specifically principles of maintaining a balanced tax base, provision of a diversity of services, encouraging a variety of housing types, connected parks and open space and quality infrastructure. Furthermore, locating greater intensity of uses near Highway 55 and South Robert Trail, two major corridors in the community, is consistent with the general land use and transportation goals of the plan.

An ***Alternative Urban Areawide Review (AUAR)*** was completed for the Northwest Area in 2006. This environmental review assessed the impacts of future development on the project area. The proposed Argenta Hills development project is generally of a lesser magnitude then what was assumed in the AUAR. The AUAR was amended to address the change of land use that was approved with this project in 2007. The most significant impacts were associated with traffic. A preliminary assessment of updated traffic volumes indicates an average increase in traffic of approximately 5.78% when compared to what was assumed in the original AUAR for the project area. This increase however does not require additional mitigation measures over what is already identified in the original AUAR. The proposed project is generally consistent with the AUAR impacts and proposed mitigation measures.

IDENTIFICATION OF NATURAL RESOURCES

In 2003, a Natural Resource Inventory and Management Plan was completed for the Northwest Area. The NRI inventoried and qualified natural resources systems within the area and established a management classification system to guide the preferred treatment of these features. MGT Development has reviewed the NRI and Management Plan and incorporated the features into the open space network planned for the Argenta Hills project. The most significant presence of natural features on the site fall into the Management 3 class and include Oak Woodland Brushlands. In addition there are significant conifer plantations and steep slopes (greater than 25%) that merit additional management activities on the site. Management 3 areas contain the following suggested management activities:

- Protect hardwood canopy trees, especially trees representative of the forest type
- Minimize total area of disturbance; no permanent alteration greater than 100 feet from building
- Avoid impacts to better quality portions of natural areas on site
- Landscape with species native to Inver Grove Heights
- Maintain or create connectivity between natural areas

Given the topographic challenges of this site, any development will have an impact on the natural resources. The design of the site's open space network achieves many of the principles identified above.

EVALUATION OF THE REQUEST

Because the revised preliminary plat and PUD changes are small, the report will combine the review of the preliminary and final together and concentrate on a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 46 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

PRELIMINARY AND FINAL PLAT AND PUD DEVELOMENT PLAN

A revised preliminary plat and PUD development plan is required because the street pattern has been changed slightly in the far northeast corner of the site. No other changes are being proposed for any other residential portions of the PUD. The following summarizes the changes to the original PUD Plan:

a. Revised street layout. The original PUD plan showed a through street with a connection to Hwy 3 and then heading north to connect to the properties to the north. This segment has not changed and is still consistent with the approved PUD plan. Two cul-de-sacs are now being proposed as opposed to the connected loop road on the original plan. The change is a result of further engineering design into the grading impacts on the site and to provide more desirable lots. There is also a large area of poor soils along the south boundary of this residential area. By alerting the street pattern, much of this poor soil area can remain and would not need to be removed and fill brought in and compacted. This also reduces impacts on the open space area.

b. The lot number has been reduced from 60 to 45. This is a result of the street pattern change and that the lots are now wider than originally proposed. The applicant is aware of the density and financial implications of this change. They will work to increase density in a future phase of the project. They also propose to pay the city the original amount of connection charges so there would be no financial impact to the city with this change.

c. The lot widths of most of the lots have increased from 60 to 66 feet. This will provide larger building pad areas for large footprint houses. The separation between houses would remain with the same with the approved 10 foot separation.

Condition #1 relating to consistency with preliminary plans. The submitted preliminary and final plans are consistent with the original preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Revised Preliminary Plat. The proposed plat eliminating the loop road and providing two cul-de-sacs does not create a circulation problem. The two ends of the old loop road would have connected to the same segment of street and so no loss of significant connectivity exists. Eliminating the need to excavate the poor soils and replace minimizes any settling problems that could occur. The lots have been reconfigured to obtain more lot width and more lot depth to achieve the proper backyard separation. The lots as proposed have more usable yard area for the residents under their own control and not all in open space conservation easements.

The same trail system is being proposed with just some minor changes in routing to address the new lot layout and to address actual grade problems as the site has very steep topography.

Staff believes the revised plat will provide lots with more buildable area than before. All other major concepts of the PUD are carried forward in the revised plans.

Final Plat. The final plat consists of 12 buildable lots and a series of outlots. The second phase of the plat is expected to be final platted with development demand. A series of outlots is proposed to define the areas that will be storm water areas owned by the city and to define the disturbed and undisturbed open space areas. These will be used to define the areas in the development contract rather than creating long legal descriptions that are not easy to visualize. The right-of-way for the two streets would be dedicated with the plat. A temporary turn-around would be installed for street A.

Open Space. The Northwest Area Overlay District 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 2007**	**Proposed Acres 2010**
Total Net Developable Area	***120.9***	***NA***	***NA***
Minimum Open Space Required = 20% of net area	24.2	43.7	42.7
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	18.2	18.9	20.4
Area to be undisturbed = 50% of required open space	12.1	19.6	21.1
Disturbed Open Space	12.1	23.6	21.4

Based on refined numbers from both the revised preliminary PUD plan and final grading plans, total open space proposed would be reduced by one acre. Disturbed open space is reduced by almost two acres. In all cases, the project far exceeds and provides almost twice as much open space as required.

Building Setbacks and Separation. The current preliminary PUD allowed for varying building separation standards in the residential areas down to 10 feet. The proposed plans are consistent with this allowed separation. In this development, there are no storm water features needed or proposed in side yards. All storm water is addressed with larger infiltration basins in the outlots. As such, the plans for the revised are showing separations of 10 feet. The plat provides for wider lots than previously approved. The building pad areas on the revised plans are more realistic to what type of house footprint is typically constructed. The approved plans show 40 foot wide building envelops which is narrow. The proposed plan shows building envelops of 55 feet. A typical envelop is 50 feet wide.

All front yard and rear yard setbacks shown on the plans are consistent with the Northwest Area Ordinance.

Neighborhood Meeting. The applicant held a neighborhood meeting on August 10 and has provided a written summary of the meeting. The notice was sent out to 14 property owners (the same as the city mailing list) and a total of two property owners showed. Both has some questions but were in support of the development as proposed.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. Engineering has been working with the developer on the grading and erosion control plans. There are just a few minor tweaks that need to be done. The City Engineer finds the plans satisfy the conditions of the Northwest Storm Water Manual.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place. The outlots set aside for the stormwater systems will be owned by the city for maintenance purposes. There will be more review and refinement as we discuss the development contract and if any other easements are required, they will be shown on the final plat prior to City Council review.

Condition #4 relating to ownership of natural area/open space. The open space in this phase will be private except for the storm areas that are shown in outlots. Conservation easements will be placed over all of the open space and undisturbed areas. These areas will be owned and maintained by the homeowners association. The open space areas are allowed to be mowed, maintained and can have improvements installed. The undisturbed areas must be left natural with no mowing or maintenance. The removal of dead, diseased, dangerous or downed trees would be allowed. Any marking of trails would also be allowed.

Condition #5 relating to rooftop and ground mounted equipment being screened. Not applicable to this phase.

Condition #6 relating to park dedication. Park dedication will consist of a cash payment of $4011.00 per lot for the 12 lots being final platted at this time. The remaining lots will pay the current rate in place at the time the lots are final platted. The park dedication fees are collected at time of final plat release.

Condition # 7 relating to parking lot and building lighting being downcast. Not applicable to this phase.

Condition #8 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and did not provide any correction comments at this time. The Fire Marshall will conduct a full review of the plans with the building permit application.

Condition #9 relating to MnDOT and County Review. The final plans have been sent to MnDOT for their review. MnDOT will comment on the final design of the turn lanes required on South Robert Trail. Permits for this work will be issued by MnDOT.

Condition #10 and #11 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all of the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all of the design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #12 relating to entering into a boulevard maintenance agreement. This is a standard condition that will be included in all projects in the Northwest Area where appropriate. The maintenance agreement will be addressed during the development contract meetings and will be approved by the City Council.

Condition #13 relating to executing a conservation easement over Outlot F. A portion of Outlot F was impacted with the first phase of development. The improvements include grading for County Road 28, improvements for Regional Pond #3 and temporary Argenta Trail. Easements were placed over the areas and were described and documents prepared with the development contract for Council approval. The balance of Outlot F will be addressed with the replatting of the outlot into lots. The intent of the condition was a general catch all to address all open space/undisturbed areas and note that the easements will be addressed with the development contract phase of the development review process.

Condition #14 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all commercial and residential structures. This condition was intended to state the developer's responsibility for paying these fees.

Condition #15 relating to payment of building permit fees. This condition was intended to state the developers are responsible for payment of building permit fees as noted in condition #14. These fees are collected at time of building permit issuance.

Condition #16 relating to acknowledgment of future city approvals. This condition was drafted by the City Attorney to clarify in all developments in the Northwest Area what changes require administrative or Council review. This language will be carried over into the development contract.

Condition # 17 relating to acknowledgement of PUD zoning. This condition was drafted by the City Attorney to indicate an acknowledgement will be recorded with the County for each development indicating the zoning and regulations placed on the property. It puts on record for any future land owners that there are special regulations on the property. This same type of notification was used in Arbor Pointe.

Condition #18 relating to entering into a development contract. This process has begun. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #19 relating to conditions of building occupancy. This condition will be added to the development contract. Standard condition to be included with all projects in the northwest area.

Condition #20 relating to recording of documents. A standard condition notifying all parties of what documents must be recorded with the final plat. The City Attorney's office will work with the developer and city staff to insure all documents are recorded.

Condition #21 relating to construction of sewer and water lines. This is a standard condition indicating the responsibilities of the different parties for the construction of the sewer and water lines. This will also be carried over into the development contract.

Condition #22 relating to private street maintenance. This condition is not applicable to this phase.

Condition #23 relating to a temporary street connection (Argenta Trail). This segment has been constructed and open to the public once the commercial portion begins along Amana Trail.

Condition #24 relating to second access to townhomes. This condition is not relevant to this phase. This will be addressed when the residential portions of Outlot F are proposed in future phases.

Condition #25 relating to elevations of the other commercial buildings. This condition is not relevant to this phase.

Condition #26 relating to guest parking in the residential neighborhoods. The project is proposed with 28 foot wide public streets which would allow for parking on one side of the street. This would comply with the Northwest Standards and provides for the necessary parking for the neighborhood.

Condition #27 and #28 relating to landscape and reforestation plans. The developer has submitted a landscape plan with details for this phase and tree reforestation information. The applicant has provided a detailed tree inventory and summary by geographic location over the entire PUD. There are two areas with a significant number of pine trees that were planted an estimated 50 years ago by previous landowners and are not natural tree stands. These are typically known as pine plantations. The applicant is requesting through the PUD process, some flexibility to call the pines a pine plantation and not have them be included in the reforestation requirement. A similar situation occurred with the Summit Pines development off of Inver Grove Trail and 87th Street. In that case, there was a very large stand of pine trees that

were planted by the landowner. Due to the density and close proximity, the trees were not of high quality and were not sound trees due to the close spacing from the original planting. The city did determine in that case that the trees could be excluded from reforestation requirements because they were planted and were not of good health because of their close proximity to each other. Staff believes this situation is the same and warrants the same reduction in reforestation. The applicant has provided a summary sheet with reforestation requirements for the commercial and residential portions of the development, one including the pines and one without. There are a total of 8,579 caliper inches of pine plantation on the property. Removing this amount from the total leaves a reforestation requirement of 2,219 inches.

In this phase of the development, the applicant is proposing a total of 549 inches or 114 trees to be planted along the front yards, cul-de-sac islands and along South Robert Trail. With the amount credited in the commercial area, a total of 750 caliper inches will be required to be replanted over and above any standard landscape requirements for the commercial portions.

Condition #29 relating to providing wetland buffers. There is one wetland in the northeast corner on the property. The wetland is located within an undisturbed area and therefore, no grading is being proposed around the wetland.

Condition #30 relating to signage for the first phase. Condition not applicable to this phase of the development.

Condition #31 and #32 relating to a noise assessment along the major roadways and noise mitigation. This condition stems from the standard condition found in both the State's and County's review that noise is a concern for homes along major roadways and that some type of noise mitigation is recommended because both these agencies do not provide any mitigation for roadway noise. The applicant is proposing to plant a number of trees along South Robert Trail to mitigate noise from the roadway. The proposed landscape plan shows the retention of a tree mass along South Robert Trail, south of street B and a mixture of Black Hills Spruce along the back yards of the lots facing South Robert. These plantings should be installed after mass grading and with the general improvements. This will allow the trees to grow and mature and be in place before any construction begins on these lots.

This phase of the development is not located within the Met Council Noise Abatement Overlay District and therefore no specific noise mitigation measures are required with the construction of the homes.

Condition #33 relating to requirement for a traffic study. The traffic study was done with the first phase and related to what type of intersection design was needed for the South Robert/Amana Trail intersection. A roundabout was constructed.

Condition #34 relating to grading of the custom lots. Not applicable to this phase. This will be addressed with future development of Outlot F.

Condition #35 relating to grading of trail system. Trials that were shown on the original plan within this phase will be constructed with the first 12 lots. The trails consist of the beginning of the loop around the southern portion of this phase. The trail will dead end and will connect to the segment heading north once development to the west is proposed. The developer will work with the Director of Parks and Recreation to determine the best route of the trail for each subsequent phase. Since there is such steep topography in much of the area and because there are undisturbed areas to be protected, it is not wise to grade in trails into areas that may not be best suited as the whole project progresses. Staff is comfortable with phasing construction of the trail system as warranted.

Condition #36 relating to Emmons and Olivier memo. The EOR review was completed with the commercial phase of the development.

Condition #37 relating to comments on archeological significance. An inventory of cultural resources was conducted in 2004 as part of the AUAR process. The report indicates that the archeological potential is minimal for small isolated lakes and wetlands in Dakota County. These results also indicate that additional survey further from water would be pointless.

This property was viewed only from the main roadways. The area in the first phase has been heavily excavated over the years and any original soils would have been disturbed. The survey did identify one structure on the property that is now a construction business and an older but remodeled residence as well as four new pole building. The survey found the structures "lacks historic integrity". Based on this information, no further analysis appears warranted as no structures were found to be a historic value and thus no mitigation would be required.

Condition #38 relating to clean up of contaminated soils. The developer has removed and mitigated the contaminated soils per MPCA and Dakota County Standards. Both agencies have signed off on the mitigation measures. No further work is required.

Condition #39 relating to street widths in the residential areas. Street widths have been widened to 28 feet in order to allow parking on one side of the street. This is consistent with ordinance standards.

Condition #40 relating to street lighting in the residential areas. Street lighting will be installed in all residential neighborhoods. Typical locations include at intersections and at end of cul-de-sacs. The local utility company has spacing standards and standard fixture types that will be installed. The developer is required to pay for the installation of the lights and pay for electricity up to a certain date. This requirement is covered in the development contract.

Condition #41 relating to trail easements through the development. All trails that are in the boundaries of this development are either in outlots that will be deeded to the city or will have trail easements under them.

Condition #42 relating to boundaries of open space shown on final grading plans. The developer has submitted grading plans which identify the open space and undisturbed areas on the plans. These boundaries are defined by the silt fence and grading limits on the plans. The plans are being revised to show the actual location of the marker posts. The type of post and wording on the posts are being determined by the developer at this time. These areas will be inspected by Engineering as part of the silt fence installation review.

Condition #43 relating to sign posting identifying future commercial areas. The developer has prepared an exhibit of a sign that would be posted to identify the future commercial areas. These signs are expected to be posted by the developer by August 17.

Condition #44 relating to future development of Outlot F must be consistent with approved preliminary PUD plans. The intent of this condition is to let any future party who may develop the site that Outlot F must be developed consistent with the approved plans unless changes are approved by the City Council. In this case, since there was a modification to right-of-way and street design, a new public hearing has bee ordered.

Condition #45 relating to payment of all fees and escrows incurred by the city during the review process. The intent of this condition is to let the developer know of their financial responsibility of payment of fees. The development contract will also address this issue and state all outstanding fees must be paid prior to release of the final plat.

Condition #46 relating to trail installation. Both Planning and the Parks and Rec Director agree that it does not make sense to install all of the proposed trails all at once. Many of the current locations would not be able to meet and accessibility standards due to the steep topography encountered. The condition was worded so that it would not be lost that trails and the timely construction is vital to the design of the neighborhood and to make sure they do get installed. As the applicant begins a detailed look of the terrain for each subsequent development,

ALTERNATIVES

The Planning Commission has the following actions available for the request:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the Preliminary Plat and Preliminary PUD Amendment to Argenta Hills 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	10/12/2007 and 6/30/10

Preliminary Site Layout Plan	6/25/2007 and 7/19/10
Preliminary Grading and Drainage Plan	6/25/2007 and 7/19/10
Preliminary Overall Utility Plan	6/25/2007
Preliminary Landscape Plan	6/25/2007 and 8/10/10
Preliminary Tree Inventory and Preservation Plan	6/25/2007 and 8/11/10
Building Elevations	6/25/2007
Trail Plan	6/25/2007
Signage Location Site Plan	10/11/2007
Open Space Plan	6/25/2007 and 7/19/10
Development Capacity Plan	6/25/2007
Preliminary Phasing Plan	6/25/2007 and 7/19/10
Trails, Walks and Green Framework Plan	6/25/2007
Roadway and Trail Plan	6/25/2007
East-West Pedestrian Connection	6/25/2007
Concept Signage Sketches	9/17/2007
Main Street - Argenta Perspective Sketch	
Target View Perspective Sketch	
Commercial Buildings Schematic Elevations	8/7/2007
Argenta Hills Design Guidelines Outline	
Design Features (9 sheets)	6/25/2007
Overall Stormwater Plan (2 sheets)	
Stormwater Details (3 sheets)	
Grading and Drainage Plans (9 sheets)	6/25/2007
Landscape Plans (8 sheets)	6/25/2007
Residential Lot Design Layout (3 sheets)	9/25/2007

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The ownership of all of the natural area/open space to be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.

5. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.

6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.

8. All plans shall be subject to the review and approval of the Fire Marshal.

9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.

10. The Agreement shall stipulate the storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

12. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

13. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

14. 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
Parking Areas	City Council
Signage Location Plan	City Council

15. 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.

16. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

17. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.

18. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

19. All private streets shall be maintained by the Home Owners Association.

20. Prior to City Council review of the final PUD development plans, a second access to the town home development shall be provided based on the Fire Marshall's comments. This access shall include a drop curb and minimum 12' wide heavy duty asphalt surface.

21. Prior to City Council review of final PUD development plans in residential areas, the plans shall be modified such that visitor parking shall be accommodated in the single family and town home neighborhoods.

22. Prior to City Council review of final PUD development plans of any phase, the landscape plan shall identify quantities of plant materials proposed for verification of code compliance.

23. Prior to City Council review of final PUD development plans of any phase, the reforestation plan shall be updated indicating the location of replacement trees on site in addition to the landscaping requirements described by the ordinance.

24. Prior to City Council review of final PUD development plans of any phase, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.

25. All signage for all future proposed development shall be subject to review and approval by the City.

26. Prior to City Council review of final PUD development plans of residential portions, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.

27. Residential neighborhoods located within the boundary of the Noise Abatement Overlay district shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.

28. Prior to City Council review of final PUD development plans for appropriate phases, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.

29. Prior to City Council review of PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the stormwater ponding and infiltration network.

30. The private streets shown at 24′ in the custom single family and small lot single family neighborhoods and in the townhouse neighborhood do not allow for on-street parking. If no other guest parking areas are being provided within these neighborhoods, these streets shall be modified to 28′ width to accommodate parking on one side of the street.

31. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.

32. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.

33. The boundaries of the designated natural area/open space and conservation easement areas shall be clearly delineated on the approved final PUD plans and shall be clearly marked and delineated in the field before grading begins and after final grading is completed with signage approved by the City.

34. The re-platting of Outlot F shall be consistent with the approved preliminary PUD development plans dated 6/25/07 and 7/19/10 unless a revised plan has been approved by the City Council. All conditions, restrictions, covenants, contributions and dedications must occur at time of re-platting Outlot F. This provision shall be included in the approved and recorded development contract.

35. At the time the City signs the plat, the owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date the City signs the final plat, and the owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time the City signs the final plat, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review, natural resource inventory and transportation modeling as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the owner's applications.

36. This PUD Amendment resolution replaces Resolution No. 07-201 and is now the guiding resolution for the overall Preliminary PUD Plan Approval for Argenta Hills.

- Approval of the Final Plat and Final PUD Development Plan for Argenta Hills 2nd Addition subject to the following conditions:

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

Final Plat	
Final Site Plan	dated 7/19/10
Final Grading and Drainage Plans (2 sheets)	dated 7/19/10
Landscape Plan	dated 8/10/10

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required,

park dedication, and other pertinent specific performance standards for this phase of the PUD.

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

RECOMMENDATION

Based on this review, the Planning Division recommends approval of the Preliminary Plat, Preliminary PUD Amendment and Final Plat and PUD development plans for Argenta Hills 2nd Addition subject to the conditions stated above.

ATTACHMENTS:

- Location Map
- Project Narrative
- Preliminary PUD conditions of approval and site plan
- Revised Preliminary PUD Site Plan
- Preliminary Plat
- Grading Plan
- Phasing Plan for Argenta Hills 2nd Addition
- Revised Natural area/open space and undisturbed area plan
- Landscape Plan for Argenta Hills 2nd Addition (overall)
- Final Plat
- Final Site Plan
- Final Grading and Drainage Plans (2 sheets)
- Landscape Plan for phase 1
- Tree Inventory/Reforestation Summary Sheet

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 07-201

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN FOR A SEVEN (7) LOT AND SEVEN (7) OUTLOT SUBDIVISION AND AN APPROXIMATELY 410,000 SQUARE FOOT RETAIL AND 154 UNIT RESIDENTIAL DEVELOPMENT

CASE NO. 07-38PUD
(MGT Properties)

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

SEE EXHIBIT A

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on September 18 and October 16, 2007;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for a Seven (7) lot and Seven (7) outlot plat and approximately 410,000 square foot retail and 154 unit residential development 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	10/12/2007
Preliminary Site Layout Plan	6/25/2007
Preliminary Grading and Drainage Plan	6/25/2007
Preliminary Overall Utility Plan	6/25/2007

Preliminary Landscape Plan	6/25/2007
Preliminary Tree Inventory and Preservation Plan	6/25/2007
Building Elevations	6/25/2007
Trail Plan	6/25/2007
Signage Location Site Plan	10/11/2007
Open Space Plan	6/25/2007
Development Capacity Plan	6/25/2007
Preliminary Phasing Plan	6/25/2007
Trails, Walks and Green Framework Plan	6/25/2007
Roadway and Trail Plan	6/25/2007
East-West Pedestrian Connection	6/25/2007
Concept Signage Sketches	9/17/2007
Main Street – Argenta Perspective Sketch	
Target View Perspective Sketch	
Commercial Buildings Schematic Elevations	8/7/2007
Argenta Hills Design Guidelines Outline	
Design Features (9 sheets)	6/25/2007
Overall Stormwater Plan (2 sheets)	
Stormwater Details (3 sheets)	
Grading and Drainage Plans (9 sheets)	6/25/2007
Landscape Plans (8 sheets)	6/25/2007
Residential Lot Design Layout (3 sheets)	9/25/2007

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The ownership of all of the natural area/open space be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space.

5. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.

6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.

8. All plans shall be subject to the review and approval of the Fire Marshal.

9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.

10. 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 Owner of Outlots B through F and Lots 1-4, Block 1 and Lots 1-3, Block 2 shall be responsible for the maintenance of storm water improvements on such lots.

11. The Agreement shall provide that the following storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

Type of Storm Water Improvement	Location of Storm Water Improvement	Responsible Party
Regional ponds	East side (SP 8, SP 17, SP22)	City of IGH
Infiltration basins	Throughout Site	Developer
Rain Gardens	Throughout Site	Developer

12. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

13. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Conservation and Open Space Easement over portions of Outlot F. The easement shall provide that the area must be retained in a natural and scenic state with no removal of vegetation and no mowing of the vegetation except to the extent identified in the easement. The vegetation management practices, such as vegetation removal and vegetation mowing, shall be subject to approval of the City's Planning Department before the final plat. The easement shall be in favor of the City and enforceable by the City. Implementation of the vegetation management plan shall be the responsibility of the developer. In instances where the City is not responsible for maintenance, the City shall nonetheless have the right to maintain the Conservation and Open Space Easement if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible

party and impose the charges on identified property in the plat if the responsible party fails to pay the costs.

14. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

15. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

16. 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
Parking Areas	City Council
Signage Location Plan	City Council

17. 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.

18. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

19. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.

20. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

21. The City is in the process of planning or constructing sanitary sewer and water trunk lines to provide trunk service for the platted area. The Developer is responsible for constructing the lateral lines and the service lines. The Development Contract shall provide that the Developer and Owner release and hold the City harmless from any claim resulting from the delay in completing construction of the City trunk utility lines.

22. All private streets shall be maintained by the Home Owners Association.

23. A temporary street connection between the proposed CSAH 28 to the existing Argenta Trail shall be required to be constructed by the developer as part of the plat approval.

24. Prior to City Council review of the final PUD development plans, a second access to the town home development shall be provided based on the Fire Marshall's comments. This access shall include a drop curb and minimum 12' wide heavy duty asphalt surface.

25. Prior to City Council review of the final PUD development plans, Architectural elevations of the smaller commercial buildings shall be provided along with a design guidelines manual controlling architecture and site design for the district.

26. Prior to City Council review of the final PUD development plans, the plans shall be modified such that visitor parking shall be accommodated in the single family and town home neighborhoods.

27. Prior to City Council review of the final PUD development plans, the landscape plan shall be modified to identify quantities of plant materials proposed for verification of code compliance.

28. Prior to City Council review of the final PUD development plans, a reforestation plan shall be provided indicating the location of a replacement trees on site in addition to the landscaping requirements described by the ordinance.

29. Prior to City Council review of the final PUD development plans, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.

30. All signage for the proposed Lot 1, Block 1 and all future proposed development shall be subject to review and approval by the City.

31. Prior to City Council review of the final PUD development plans, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.

32. All residential construction shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.

33. Prior to City Council review of the final PUD development plans, a complete traffic study shall be required addressing the main intersections with county and state roads. This report will be subject to City, County and MNDOT approval.

34. Prior to City Council review of the final PUD development plans, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.

35. Prior to City Council review of the PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the stormwater ponding and infiltration network.

36. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the Emmons and Olivier memorandum.

37. Prior to City Council review of the final PUD development plans, the applicant must supply documentation of any archeological significant areas within the project boundaries. The proposed development plans must respond to any findings on the site.

38. Any contaminated sites or old dump sites must be addressed in compliance with Dakota County and MPCA rules before permits are issued. Specific details of any clean up to be addressed in the development contract.

39. The private streets shown at 24′ in the custom single family and small lot single family neighborhoods and in the townhouse neighborhood do not allow for on-street parking. If no other guest parking areas are being provided within these neighborhoods, these streets shall be modified to 28′ width to accommodate parking on one side of the street.

40. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.

41. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.

42. The boundaries of the designated natural area/open space and conservation easement areas shall be clearly delineated on the approved final PUD plans and shall be clearly marked and delineated in the field before grading begins and after final grading is completed with signage approved by the City.

43. The developer shall provide signage indicating future commercial development on the commercial outlots with construction of the first phase of development.

44. The re-platting of Outlot F shall be consistent with the approved preliminary PUD development plans dated 6/25/07 unless a revised plan has been approved by the City Council. All conditions, restrictions, covenants, contributions and dedications must occur at time of re-platting Outlot F. This provision shall be included in the approved and recorded development contract.

45. At the time the City signs the plat, the owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date the City signs the final plat, and the owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time the City signs the final plat, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review, natural resource inventory and transportation modeling as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the owner's applications.

46. The trails shall be installed at time of first phase of residential development.

Passed this 22nd day of October, 2007.

AYES: 5
NAYS: 0

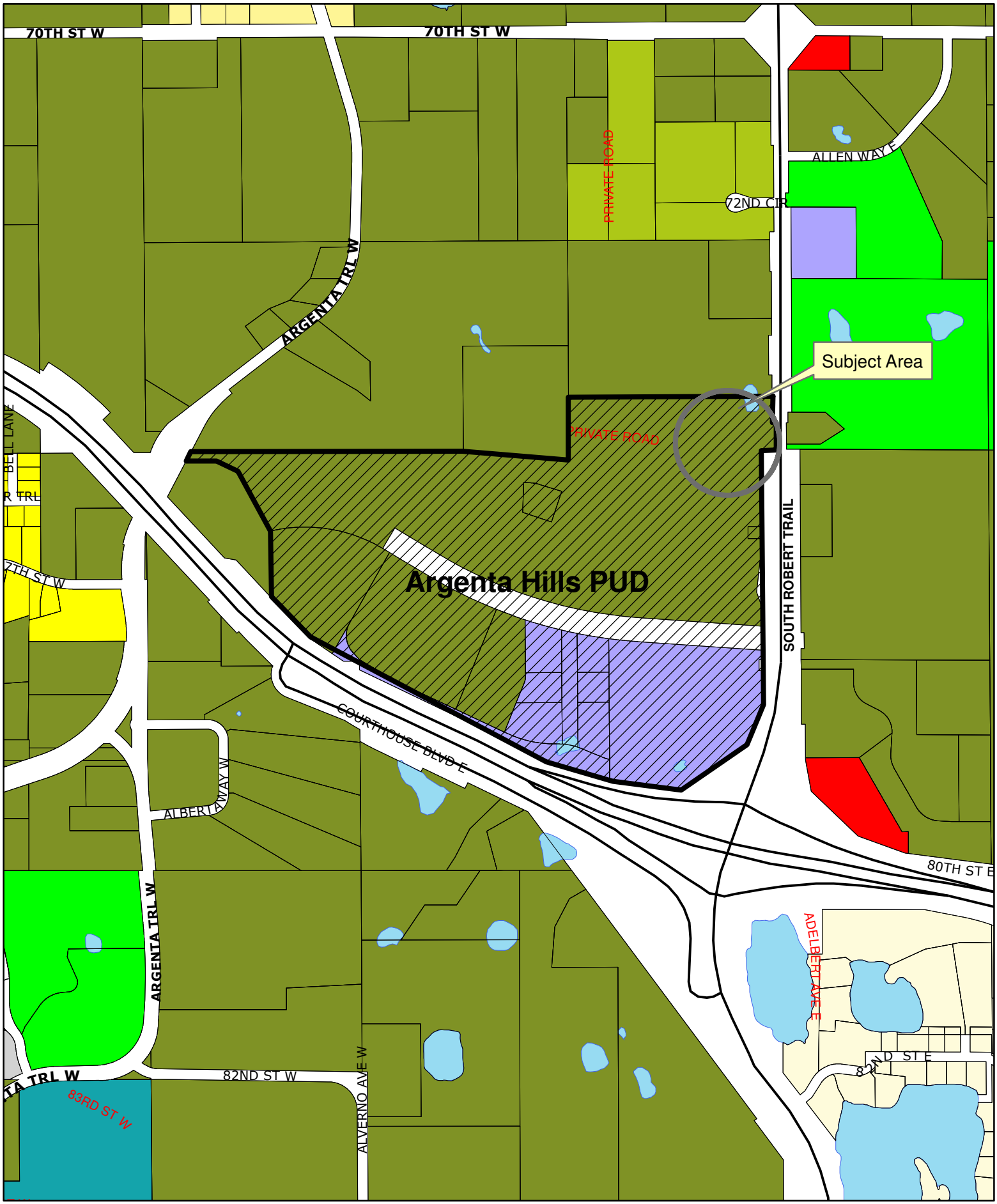
George Tourville, Mayor

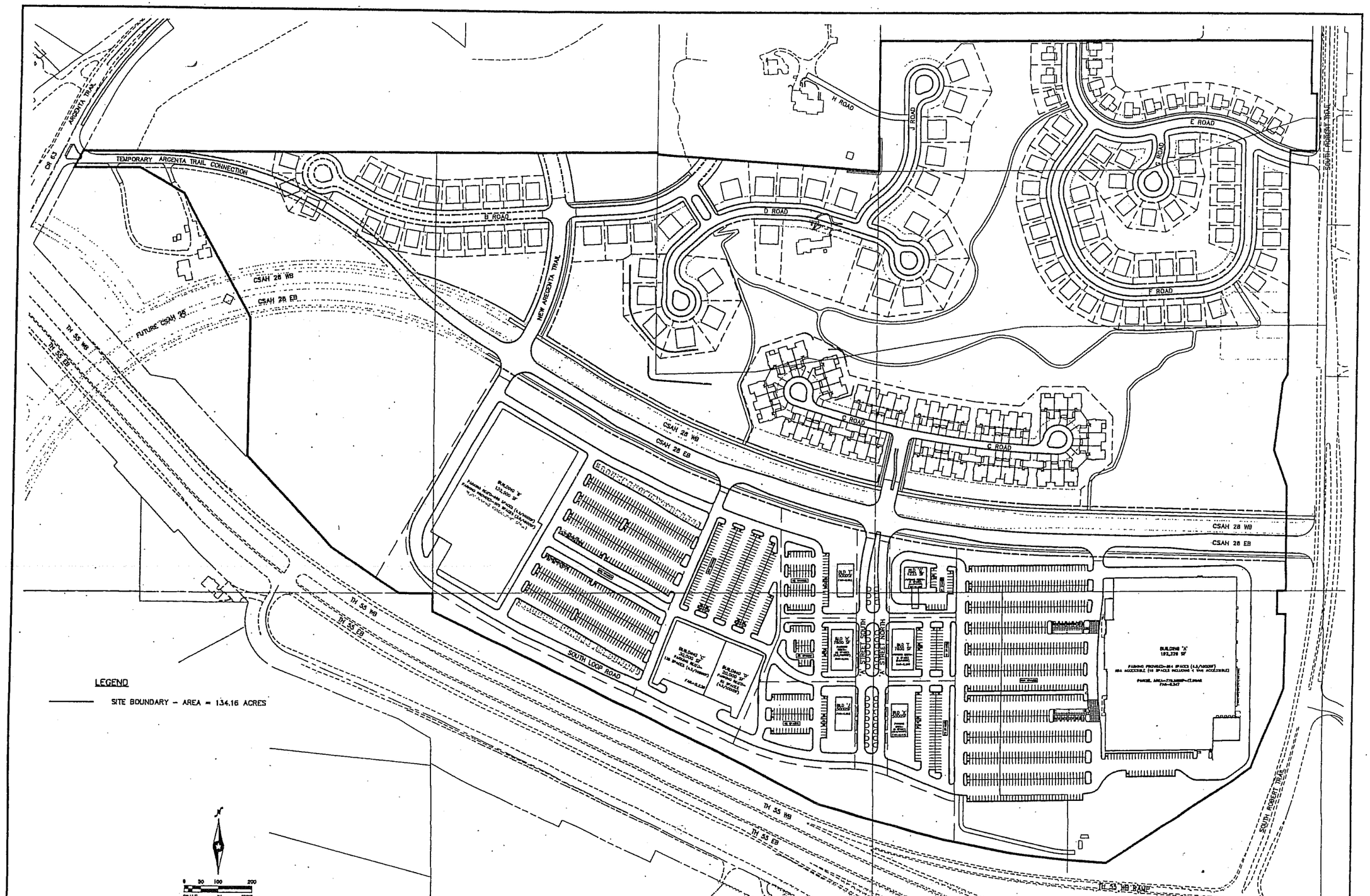
ATTEST:

Melissa Rheaume, Deputy Clerk

Location Map
Case No. 10-28PUD

Inver Grove Heights





DEVELOPER

MGT DEVELOPMENT, INC.

DESIGN FILE: 31509970	
DRAWN BY: RMC	DESIGN BY: RMC
CHKED. BY: TJL	DWG. NAME:
DATE: 06/07/2007	

REV. NO.	BY	DATE	REVISIONS DESCRIPTION

URS

Transportation Square
700 Third Street South
Minneapolis, MN 55415
612.370.0700 Tel
612.370.0775 Fax

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ MINN. LIC. NO. _____

ARGENTA HILLS

SITE LAYOUT PLAN

INVER GROVE HEIGHTS, MN

CITY PROJECT	XXXXX	SHEET NO. 1
COUNTY PROJECT	XXXXX	
S.P.	XXXXX	1
S.A.P.	XXXXX	

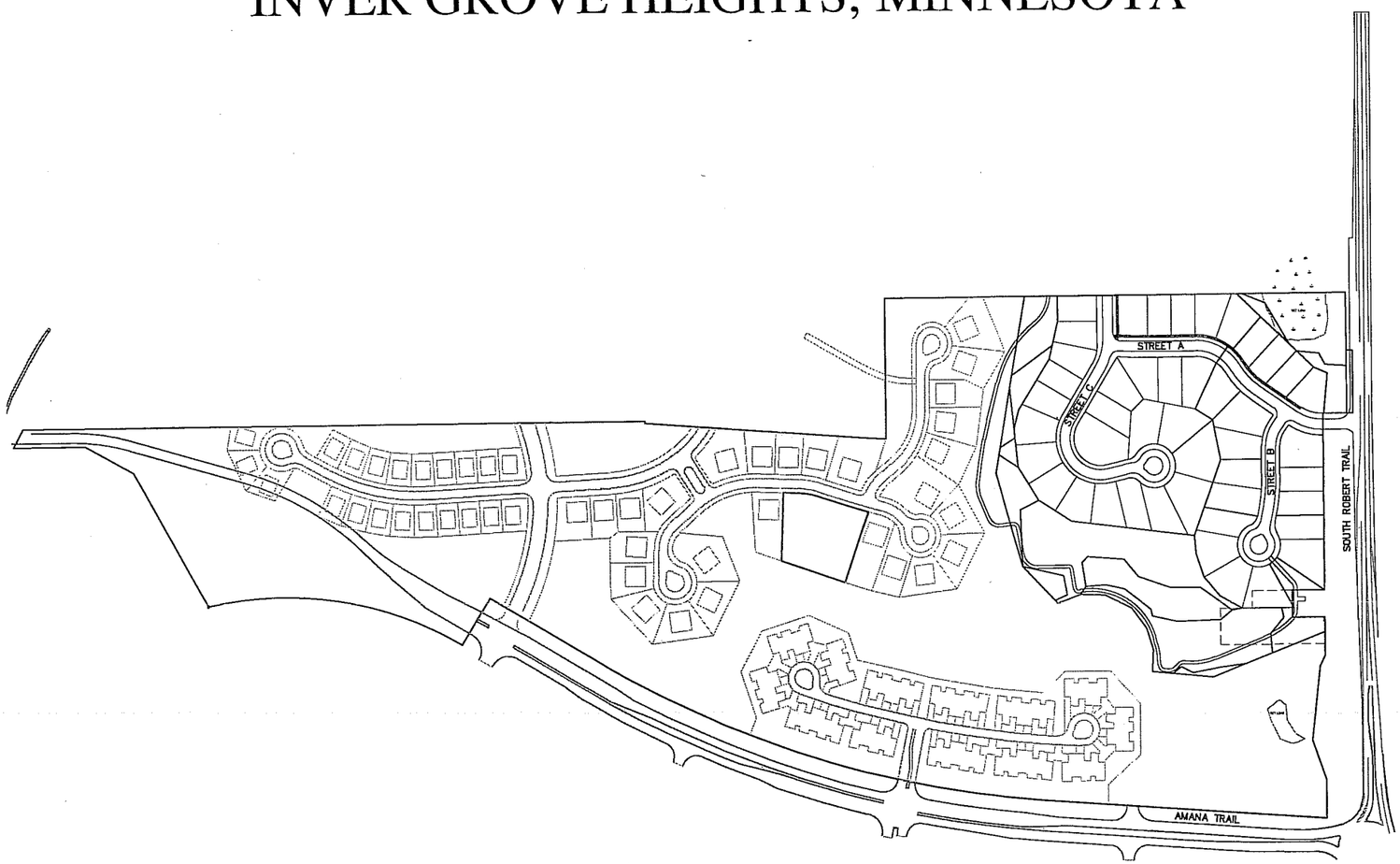
2007 PRELIMINARY PUD SITE PLAN

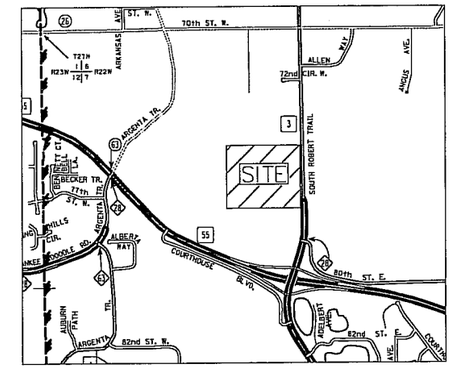
ARGENTA HILLS
PRELIMINARY PLAT/PUD AMENDMENT
INVER GROVE HEIGHTS, MINNESOTA

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		HYDRANT(S)
		GATE VALVE(S)
		REDUCER(S)
		EXISTING WATERMAIN
		PROPOSED WATERMAIN
		FUTURE WATERMAIN
		SANITARY MANHOLE(S)
		EXISTING SANITARY SEWER
		PROPOSED SANITARY SEWER
		FUTURE SANITARY SEWER
		CATCH BASIN
		MANHOLE
		FLARED END
		BEEHIVE
		EXISTING STORM SEWER
		PROPOSED STORM SEWER
		FUTURE STORM SEWER
902		EXISTING 2' CONTOUR LINE
900		EXISTING 10' CONTOUR LINE
902		PROPOSED 2' CONTOUR LINE
900		PROPOSED 10' CONTOUR LINE
NWL=987.0		POND OUTLET LINE
HWL=900.2		POND HIGH WATER LINE
84.3 x		PROPOSED SPOT ELEVATION
		EMERGENCY OVERFLOW
		DELINEATED WETLAND LINE
	WALL	PROPOSED/EX. RET WALLS
		EROSION CONTROL FENCE
		EASEMENT LINE
		GRAVEL SURFACE
		BITUMINOUS SURFACE
		CONCRETE SURFACE
SRV		EX. SERVICE
LV		EX. LAWN SPRINKLER VALVE
SH		EX. LAWN SPRINKLER HEAD
WELL		EX. WATER WELL
		EX. CULVERT
		EX. TREE LINE
		EX. MAJOR TREE
oh	oh	EX. OVERHEAD UTILITY LINES
tv	tv	EX. UNDERGROUND TELEVISION
tel	tel	EX. UNDERGROUND TELEPHONE
fo	fo	EX. FIBER OPTIC LINE
ue	ue	EX. ELECTRIC LINE
g	g	EX. UNDERGROUND GAS
x	x	EX. FENCE LINE
		EX. ELECTRIC BOX
		EX. ELECTRIC BOX
MONT. WELL		EX. MONITORING WELL
		EX. TELEPHONE BOX
		EX. TELEVISION BOX
		EX. UTILITY POLE
		EX. LIGHT POLE
		EX. TEST HOLE
		EX. MAILBOX
		EX. SIGN

ROADWAY IMPROVEMENTS
- BITUMINOUS PATH
- CURB LINE
- CONCRETE WALK
- RIGHT-OF-WAY LINE
- SETBACK LINE





LOCATION MAP

N

0 100 200 400

GRAPHIC SCALE IN FEET

SHEET INDEX

1. COVER SHEET
2. EXISTING CONDITIONS
3. PRELIMINARY PLAT
4. PRELIMINARY SITE PLAN
5. PRELIMINARY GRADING PLAN
6. STREET PROFILE
7. PHASING PLAN
8. DETAILS
9. DETAILS
10. DETAILS
11. DETAILS
L1. PRELIMINARY LANDSCAPE PLAN
L2. PRELIMINARY LANDSCAPE PLAN
L3. OPEN SPACE & TRAIL PLAN
T1–13. TREE PRESERVATION PLAN

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2422 Enterprise Drive
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(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name Paul J. Cherne
Reg. No. 19560 Date 7-19-10

Revisions

Date	7-19-10
Designed	PJC
Drawn	JMM

COVER SHEET

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MN 55044

ARGENTA HILLS
INVER GROVE HEIGHTS, MINNESOTA

109271-PRE-CVR.DWG

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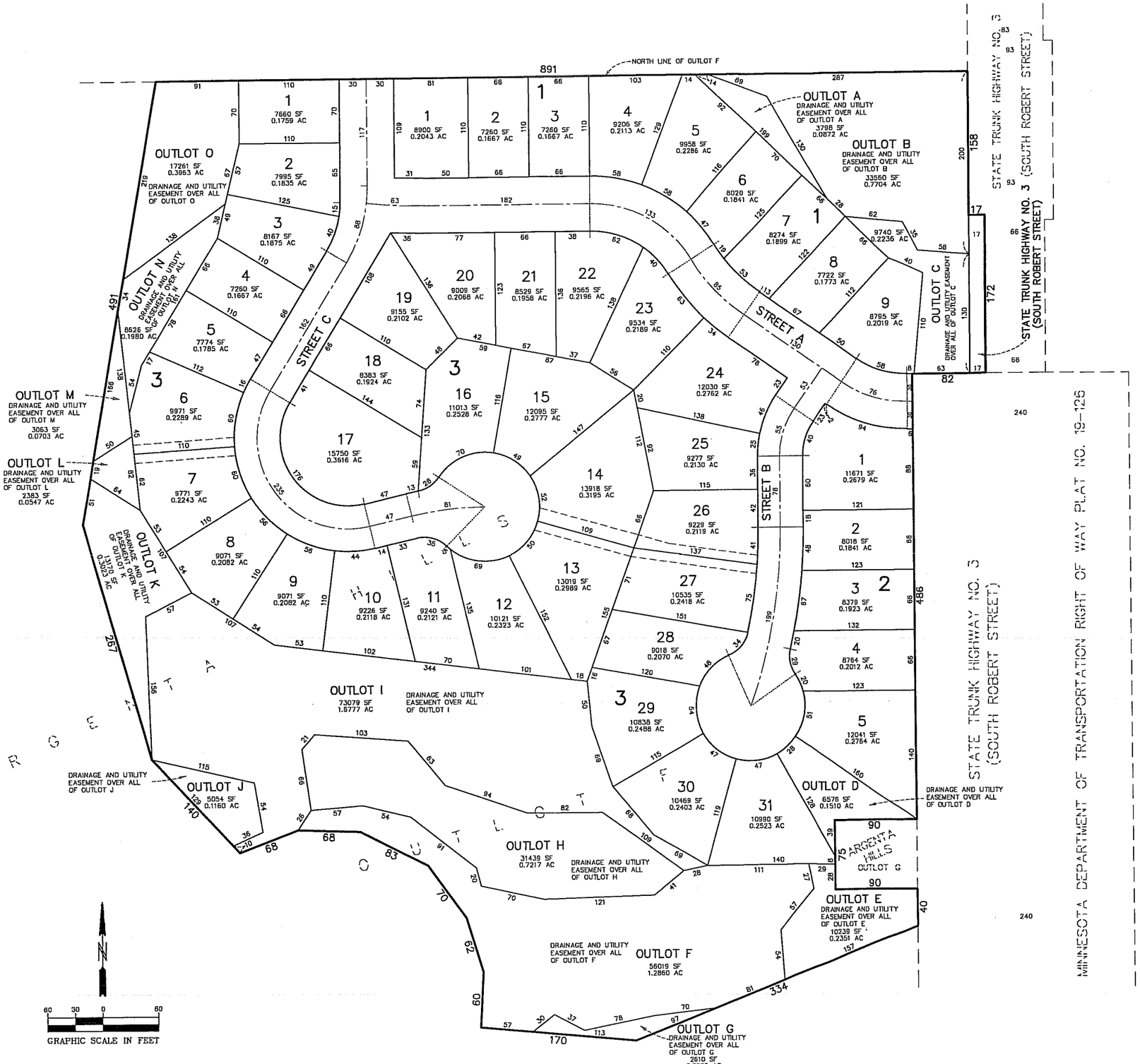
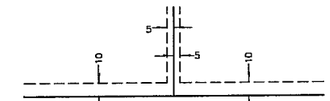


PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on the plat.

TOTAL AREA	18.8963	ACRES
TOTAL R.O.W. AREA	2.6299	ACRES
TOTAL LOT AREA	9.9162	ACRES
TOTAL OUTLOT AREA	6.3502	ACRES
TOTAL OUTLOTS	3	
NUMBER OF LOTS	45	
LARGEST LOT	15,750	SQ. FT.
SMALLEST LOT	7,260	SQ. FT.
AVERAGE LOT	9,599	SQ. FT.
GROSS DENSITY (EXCLUDES OUTLOTS)	3.5868	LOTS/ACRE
NET DENSITY (EXCLUDES OUTLOTS & R/W)	4.5380	LOTS/ACRE
PROPOSED ZONING	PUD	
UTILITIES	AVAILABLE	

LEGAL DESCRIPTION FOR PRELIMINARY PLAT PURPOSES ONLY

All that part of Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Beginning at the northwest corner of Outlot G ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 18 minutes 21 seconds East along the west line of said Outlot G, a distance of 75.00 feet to the southwest corner of said Outlot G; thence North 89 degrees 41 minutes 39 seconds East, along the south line of said Outlot G, a distance of 90.00 feet to the southeast corner of said Outlot G; thence South 00 degrees 18 minutes 21 seconds East, along the easterly line of said Outlot F, a distance of 40.04 feet; thence South 68 degrees 23 minutes 49 seconds West, a distance of 334.30 feet; thence North 84 degrees 45 minutes 16 seconds West, a distance of 169.60 feet; thence North 03 degrees 10 minutes 23 seconds East, a distance of 60.35 feet; thence North 17 degrees 21 minutes 21 seconds West, a distance of 61.75 feet; thence North 36 degrees 24 minutes 12 seconds West, a distance of 70.15 feet; thence North 63 degrees 25 minutes 50 seconds West, a distance of 82.94 feet; thence North 88 degrees 20 minutes 50 seconds West, a distance of 68.03 feet; thence South 69 degrees 14 minutes 12 seconds West, a distance of 68.03 feet; thence North 43 degrees 22 minutes 45 seconds West, a distance of 139.96 feet; thence North 15 degrees 55 minutes 17 seconds West, a distance of 267.34 feet; thence North 09 degrees 28 minutes 04 seconds East, a distance of 490.67 feet to the north line of said Outlot F; thence North 89 degrees 42 minutes 13 seconds East along said north line, a distance of 891.41 feet to the northeast corner of said Outlot F; thence South 00 degrees 14 minutes 17 seconds East along said easterly line of Outlot F, a distance of 157.87 feet to an angle point in said easterly; thence North 89 degrees 45 minutes 43 seconds East along said easterly line, a distance of 17.00 feet to an angle point in said easterly line; thence South 00 degrees 14 minutes 17 seconds East along said easterly line, a distance of 171.57 feet to an angle point in said easterly line; thence South 89 degrees 41 minutes 22 seconds West along said easterly line, a distance of 82.00 feet to an angle point in said easterly line; thence South 00 degrees 18 minutes 21 seconds East along said easterly line, a distance of 485.59 feet to the northeast corner of said Outlot G; thence South 89 degrees 41 minutes 39 seconds West along the north line of said Outlot G, a distance of 90.00 feet to the point of beginning.

109271-PRE PLAT.DWG

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Fax: 681-9488
www.pioneereng.com

PREPARED BY PIONEER ENGINEERING, P.A.
JOHN C. LARSON — 19828
REGISTERED PROFESSIONAL LAND SURVEYOR — REG. NO.

Revisions

Date	6/30/10
Designed	NAP
Drawn	PJB

PRELIMINARY PLAT

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DRIVE
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

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LEGEND

EXISTING	PROPOSED	DESCRIPTION
		CATCH BASIN
		MANHOLE
		FLARED END
		BEEHIVE
		EXISTING STORM SEWER
		PROPOSED STORM SEWER
		PHASE LINE
		EASEMENT LINE
902		EXISTING 2' CONTOUR LINE
900		EXISTING 10' CONTOUR LINE
	902	PROPOSED 2' CONTOUR LINE
	900	PROPOSED 10' CONTOUR LINE
NWL=887.0		POND OUTLET LINE
HWL=900.2		POND HIGH WATER LINE
84.3		PROPOSED SPOT ELEVATION
EOF		EMERGENCY OVERFLOW
		STANDARD EROSION CONTROL
		HEAVY-DUTY EROSION CONTROL
	WALL	PROPOSED/EX. RET WALLS
OH	OH	EX. OVERHEAD UTILITY LINES
tv	tv	EX. UNDERGROUND TELEVISION
tel	tel	EX. UNDERGROUND TELEPHONE
fo	fo	EX. FIBER OPTIC LINE
ue	ue	EX. ELECTRIC LINE
g	g	EX. UNDERGROUND GAS
X	X	EX. FENCE LINE
		EX. SANITARY OR STORM MH
		EX. GATE VALVE
		EX. HYDRANT
		EX. CULVERT
		EX. UTILITY POLE
		EX. LIGHT POLE

ROADWAY IMPROVEMENTS

- RIGHT-OF-WAY LINE
- BITUMINOUS PATH
- CENTERLINE
- CURB LINE
- CONCRETE WALK
- SETBACK LINE
- RIBBON CURB
- EX. GRAVEL SURFACE
- EX. BITUMINOUS SURFACE
- CONCRETE SURFACE
- SELECT BACKFILL MATERIAL
- GRAVEL CONST. ENTRANCE
- FIBER BLANKET

BASIN TABLE					
BASIN NUMBER	NWL	OUTLET ORIFICE	HWL	WET VOL. ACFT	STOR. VOL. ACFT
BASIN-1	827.0	7"@NWL	829.6	1.651	1.544
BASIN-2	827.0	6"@NWL 12"@29.0	831.1	0.967	1.495
BASIN-3	835.0	6"@NWL	837.6	0.496	0.715
INFIL-400	828.0	4"@NWL	829.6	–	3.299
INFIL-401	836.5	8"@NWL	837.6	–	0.326

GRAPHIC SCALE IN FEET
0 30 60 120

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

109271-PRE-GR.DWG

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name Paul J. Cheme
Reg. No. 19360 Date 7-19-10

Revisions

Date	7-19-10
Designed	PJC
Drawn	BNM DMM

PRELIMINARY GRADING PLAN

IGH INVESTIMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS
INVER GROVE HEIGHTS, MINNESOTA

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PHASE 2

PHASE 3

PHASE ONE (ARGENTA HILLS SECOND ADDITION)

PHASE 4

PHASE 2

WET LAND

OUTLOT A

OUTLOT B

OUTLOT C

OUTLOT D

OUTLOT E

OUTLOT F

OUTLOT H

OUTLOT I

OUTLOT J

OUTLOT K

OUTLOT L

OUTLOT M

OUTLOT N

OUTLOT O

OUTLOT P

OUTLOT Q

OUTLOT R

22' - 4" PVC @ 9.72%

GRAPHIC SCALE IN FEET

0 25 50 100

109271PHASING PLAN1.DWG

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name

Reg. No. Date

Revisions

Date 7/19/10

Designed

Drawn

PHASING PLAN

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS
INVER GROVE HEIGHTS, MINNESOTA

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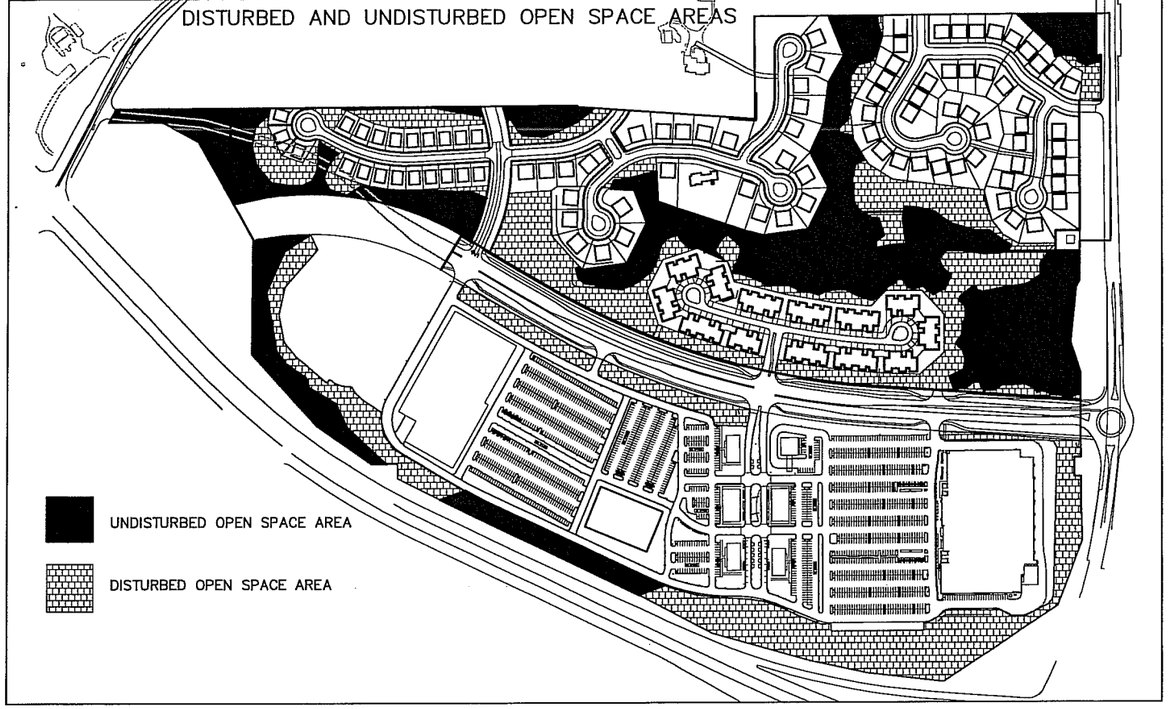

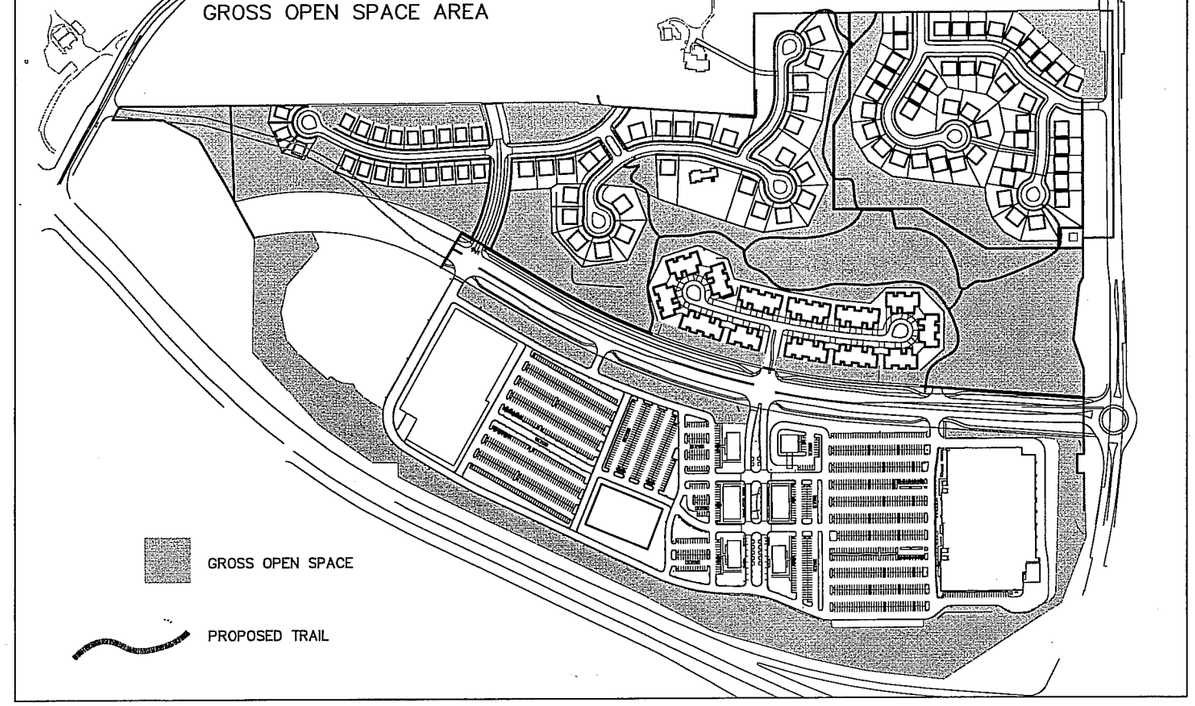

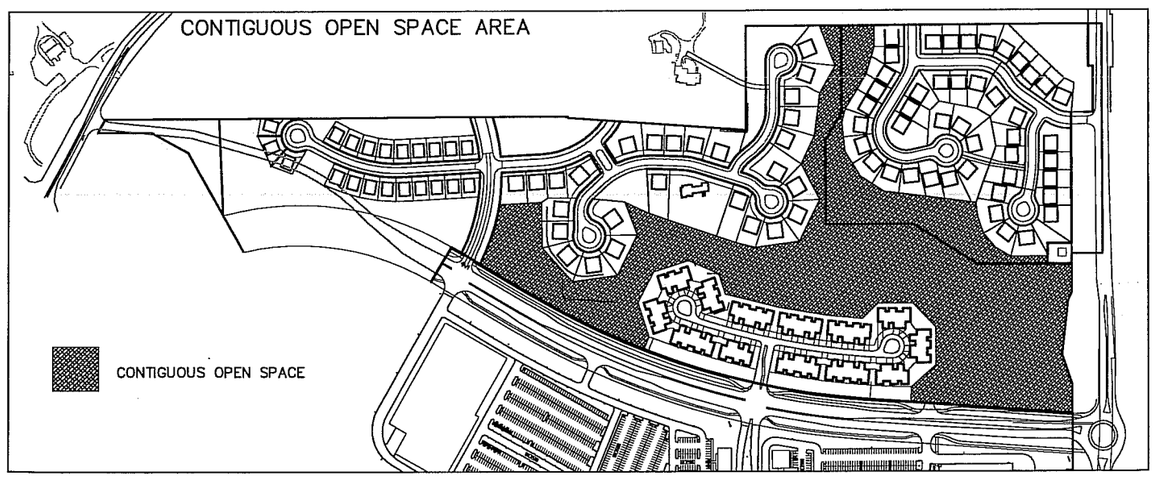

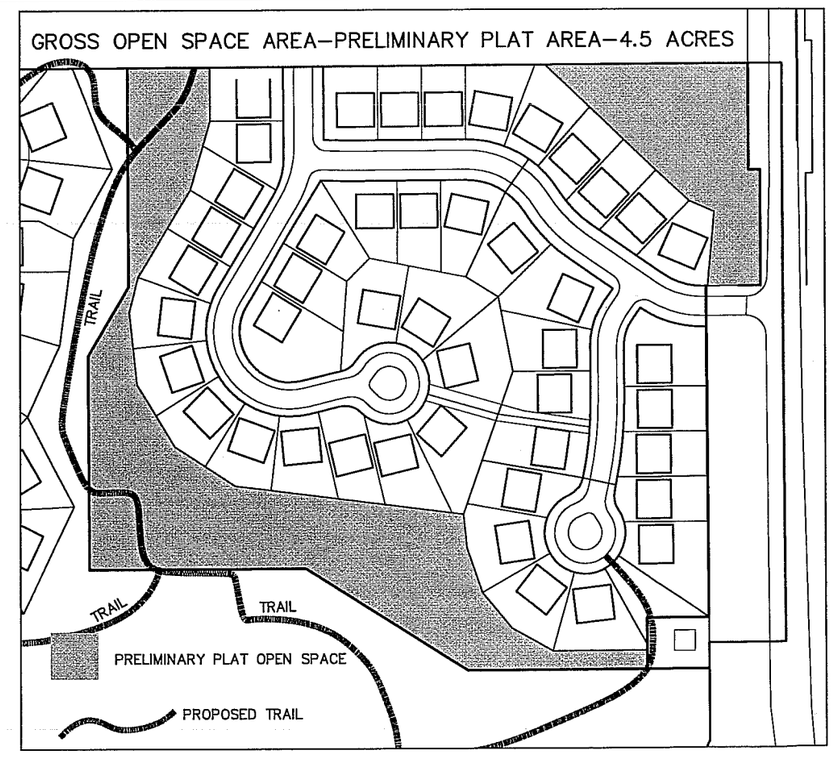

NO SCALE

OPEN SPACE TYPES	REQUIRED ACRES**	PROPOSED ACRES 2007	PROPOSED ACRES 2010
GROSS OPEN SPACE	24.2	43.7***	42.7
UNDISTURBED OPEN SPACE	12.1	19.6	21.1
DISTURBED OPEN SPACE	12.1	23.6	21.4
CONTIGUOUS OPEN SPACE*	18.2	18.9	20.4
COMMERCIAL OPEN SPACE (NUMBERS BELOW ARE INCLUDED IN TOTALS ABOVE)			
GROSS OPEN SPACE		13.1	13.1
UNDISTURBED OPEN SPACE		3.2	3.2
DISTURBED OPEN SPACE		9.9	9.9

*CONTIGUOUS OPEN SPACE SHALL BE A MINIMUM OF 100' WIDE AT ANY POINT.
CONTIGUOUS OPEN SPACE SHALL CONSTITUTE A MINIMUM OF 75% OF TOTAL REQUIRED OPEN SPACE AREA.

**REQUIRED ACRES TAKEN FROM PREVIOUSLY APPROVED DEVELOPMENT PLANS

***PREVIOUSLY APPROVED OPEN SPACE PLANS SHOW 45.5 ACRES PROPOSED GROSS OPEN SPACE AREA. 1.8 ACRES OF UNDISTURBED PRIVATE OPEN SPACE HAVE BEEN SUBTRACTED FROM THIS NUMBER AS IT IS UNREQUIRED DATA.

PIONEER engineering
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Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name Jennifer L. Thompson
Reg. No. 44765 Date 7-19-10

Revisions

Date	7/19/10
Designed	JLT
Drawn	JLT

OPEN SPACE AND TRAIL PLAN

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DRIVE
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS
INVER GROVE, MINNESOTA

XXX

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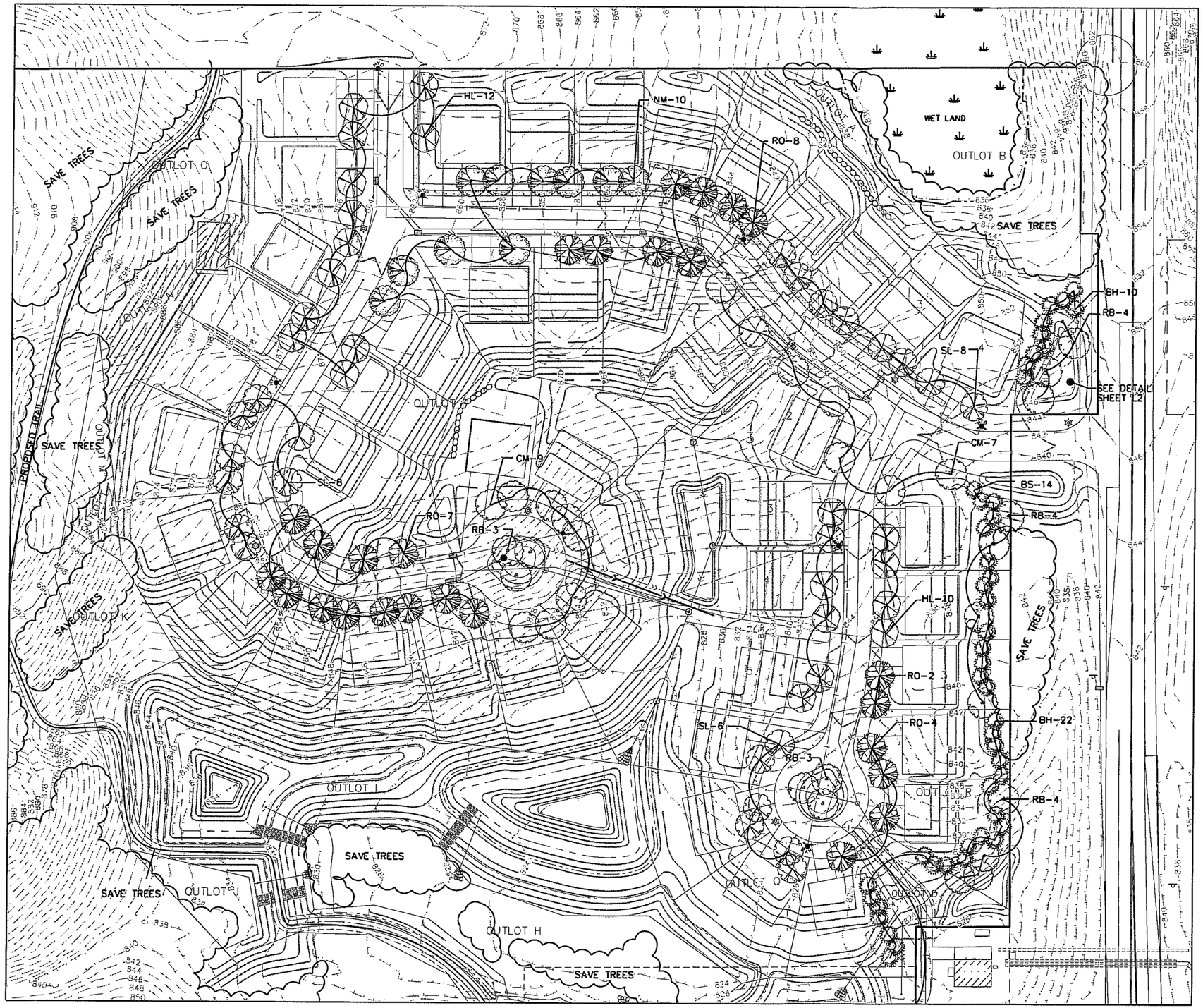
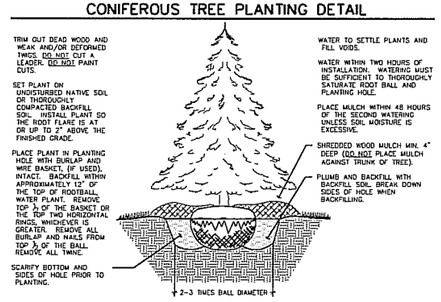
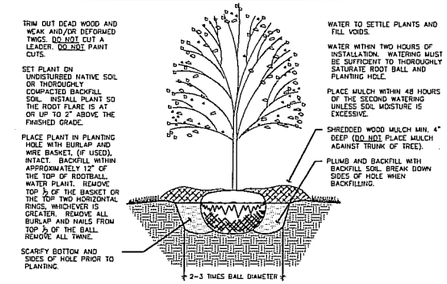


CONIFEROUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



LANDSCAPE NOTES

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- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
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- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY
	OVERSTORY TREES		
CM	CELEBRATION MAPLE/ACER X FREEMANII 'CELEBRATION'	3" B&B	16
HL	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS INERMIS	3" B&B	22
NM	NORTHWOODS MAPLE/ACER RUBRUM 'NORTHWOODS'	3" B&B	10
RB	RIVER BIRCH/BETULA NIGRA 'HERITAGE' (CLUMP)	12' B&B	18
RO	RED OAK/QUERCUS RUBRA	3 B&B	26
SL	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	3" B&B	22
	EVERGREEN TREES		
BS	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	8' B&B	46
	SHRUBS		
GBC	GLOSSY BLACK CHOKEBERRY/ARONIA MELANOCARPA	#3 POT	25
NBV	NANNYBERRY/VIBURNUM LENTAGO	#5 POT	3

TREE MITIGATION NOTES:
PROPOSED TREE MITIGATION INCHES: 549 CALIPER INCHES (114 DECIDUOUS TREES AT 3" AND 46 CONIFEROUS TREES AT 4.5").
EACH 8' CONIFER COUNTS AS 4.5 CALIPER INCHES AS PER CITY ORDINANCE (2.5" FOR FIRST 6' IN HEIGHT, 1" FOR EACH FOOT THEREAFTER).

SEE TREE PRESERVATION PLAN FOR TREE MITIGATION REQUIREMENTS

PIONEER engineering
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Mendota Heights, MN 55120
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Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota
Name Jennifer L. Thompson
Reg. No. 44763 Date

Revisions
8/10/10-CITY COMMENTS

Date 7/19/10
Designed JLT
Drawn JLT

PRELIMINARY LANDSCAPE PLAN

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS
INVER GROVE HEIGHTS, MINNESOTA

109271-LS01.DWG

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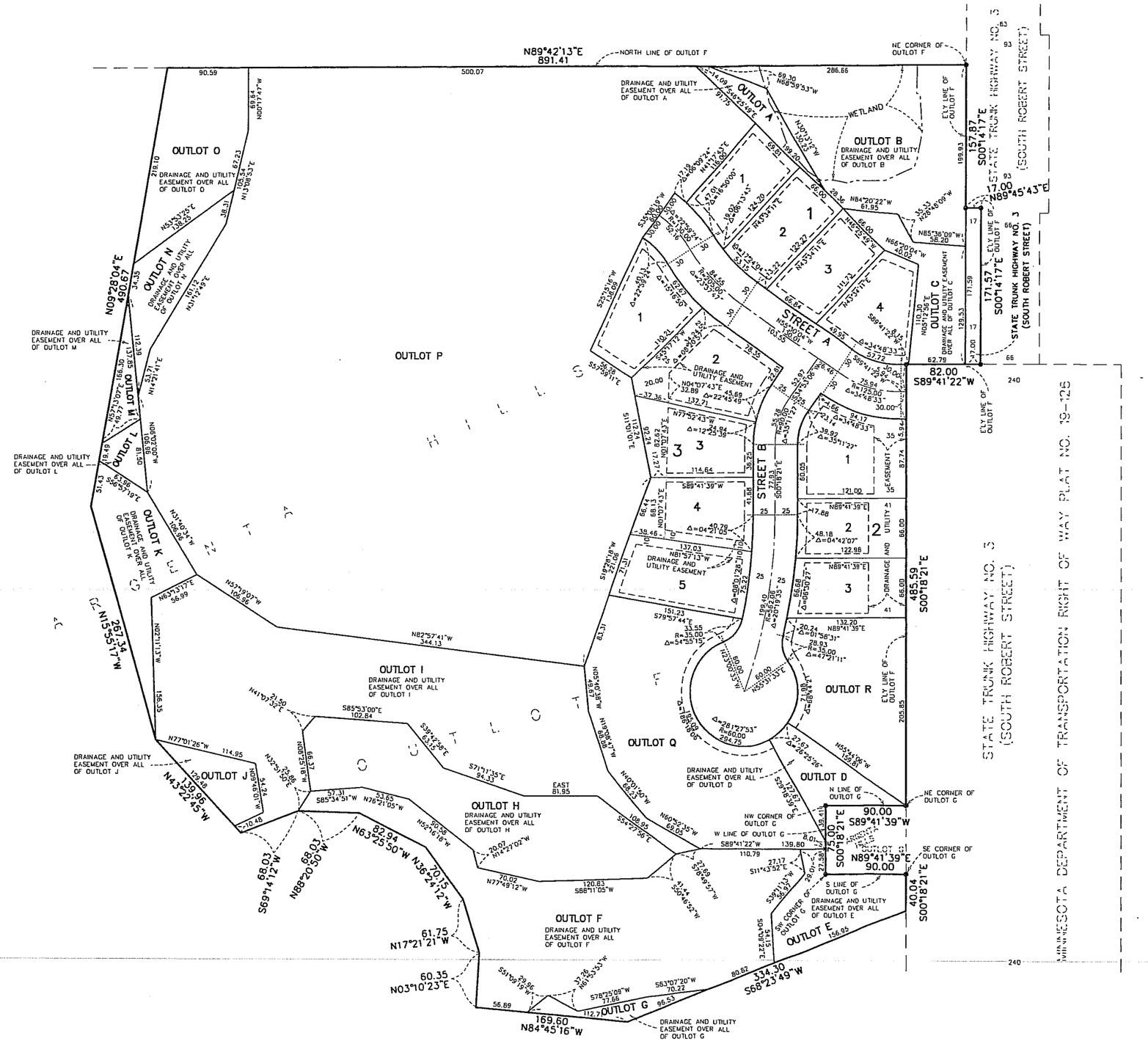
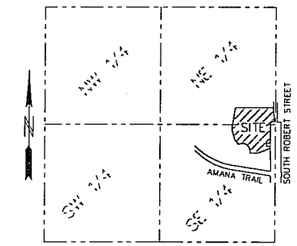
ARGENTA HILLS 2ND ADDITION

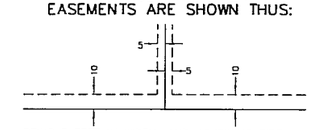
C.R. DOC. NO. _____





SECTION 7, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES UNLESS OTHERWISE INDICATED, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND REAR LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET AND MARKED BY LICENSE NO. 19828 WHICH WILL BE SET WITHIN 1 YEAR OF RECORDING THIS PLAT.

● DENOTES FOUND IRON MONUMENT.

BEARINGS ARE BASED ON THE NORTH LINE OF OUTLOT F, ARGENTA HILLS, WHICH IS ASSUMED TO HAVE A BEARING OF N89°42'13"E.

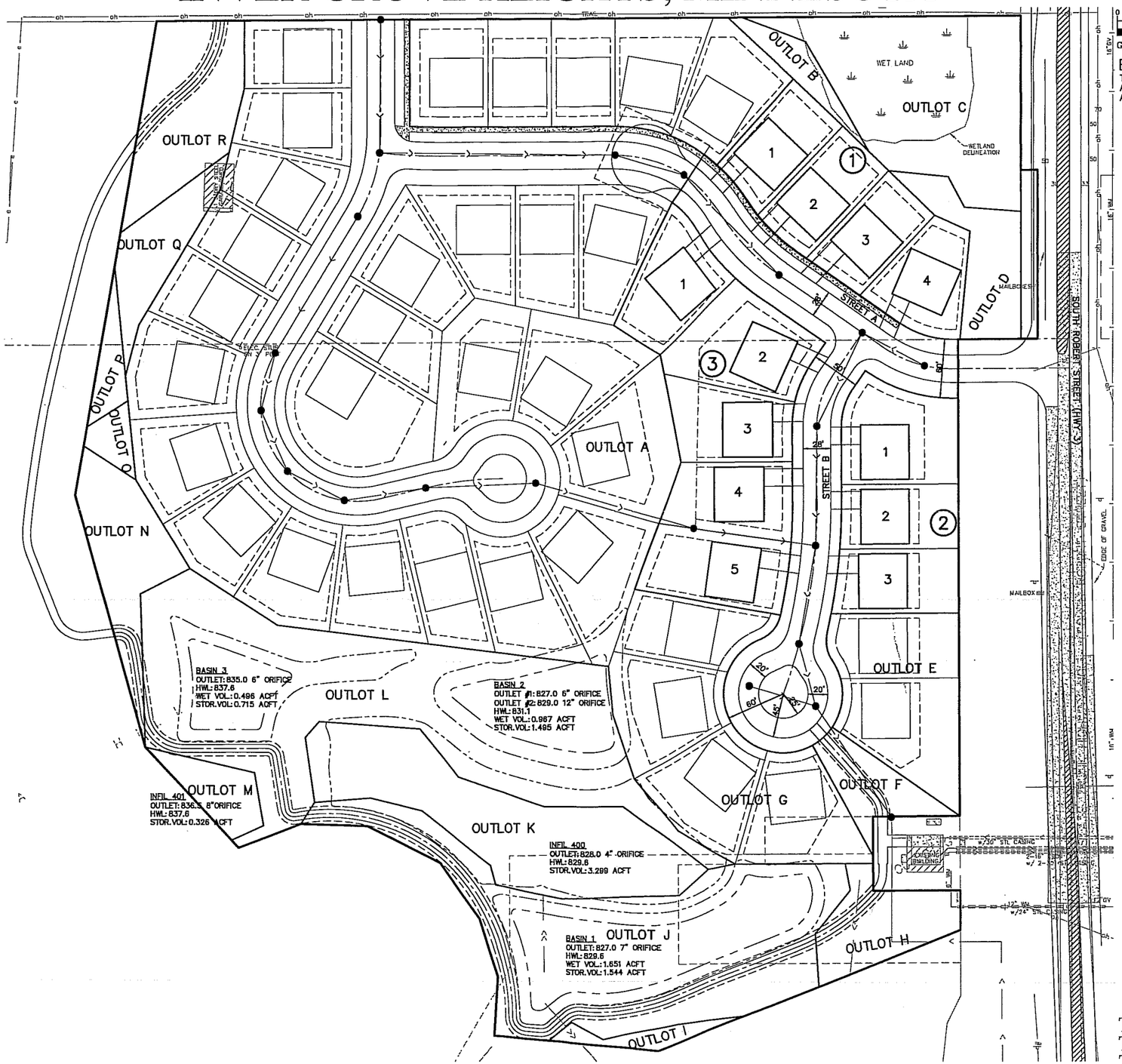
60 30 0 60
SCALE IN FEET

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

ARGENTA HILLS 2ND ADDITION
FINAL CONSTRUCTION PLANS
INVER GROVE HEIGHTS, MINNESOTA

LEGEND

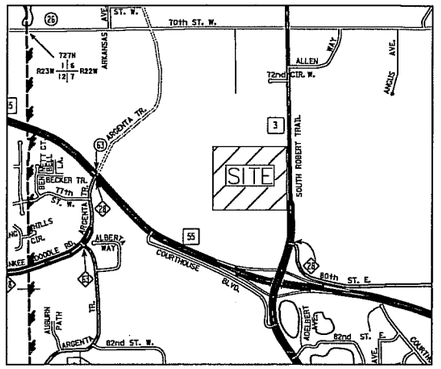
EXISTING	PROPOSED	DESCRIPTION
		HYDRANT(S)
		GATE VALVE(S)
		REDUCER(S)
		EXISTING WATERMAIN
		PROPOSED WATERMAIN
		FUTURE WATERMAIN
		SANITARY MANHOLE(S)
		EXISTING SANITARY SEWER
		PROPOSED SANITARY SEWER
		FUTURE SANITARY SEWER
		CATCH BASIN
		MANHOLE
		FLARED END
		BEEHIVE
		EXISTING STORM SEWER
		PROPOSED STORM SEWER
		FUTURE STORM SEWER
902		EXISTING 2' CONTOUR LINE
900		EXISTING 10' CONTOUR LINE
902		PROPOSED 2' CONTOUR LINE
900		PROPOSED 10' CONTOUR LINE
NWL=887.0		POND OUTLET LINE
HWL=900.2		POND HIGH WATER LINE
84.3 x		PROPOSED SPOT ELEVATION
		EMERGENCY OVERFLOW
		DELINEATED WETLAND LINE
WALL		PROPOSED/EX. RET WALLS
		EROSION CONTROL FENCE
		EASEMENT LINE
		GRAVEL SURFACE
		BITUMINOUS SURFACE
		CONCRETE SURFACE
SRV		EX. SERVICE
LSV		EX. LAWN SPRINKLER VALVE
LSH		EX. LAWN SPRINKLER HEAD
WELL		EX. WATER WELL
		EX. CULVERT
		EX. TREE LINE
		EX. MAJOR TREE
oh	oh	EX. OVERHEAD UTILITY LINES
tv	tv	EX. UNDERGROUND TELEVISION
tel	tel	EX. UNDERGROUND TELEPHONE
fo	fo	EX. FIBER OPTIC LINE
ue	ue	EX. ELECTRIC LINE
g	g	EX. UNDERGROUND GAS
x	x	EX. FENCE LINE
		EX. ELECTRIC BOX
		EX. ELECTRIC BOX
MONT. WELL		EX. MONITORING WELL
		EX. TELEPHONE BOX
		EX. TELEVISION BOX
		EX. UTILITY POLE
		EX. LIGHT POLE
		EX. TEST HOLE
		EX. MAILBOX
		EX. SIGN
ROADWAY IMPROVEMENTS		BITUMINOUS PATH
		CURB LINE
		CONCRETE WALK
		RIGHT-OF-WAY LINE
		SETBACK LINE



N

0 30 60 120
GRAPHIC SCALE IN FEET

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL ELEV=871.46



LOCATION MAP

SHEET INDEX

1. COVER SHEET
2. SANITARY & WATERMAIN
3. SANITARY & WATERMAIN
4. STORM SEWER
5. STORM SEWER
6. STREET CONSTRUCTION
7. TURN LANE
8. DETAILS
9. DETAILS
10. DETAILS

G-1. GRADING PLAN
G-2. GRADING PLAN
G-3. EROSION CONTROL PLAN
G-4. GRADING DETAILS
G-5. GRADING DETAILS

L-1. LANDSCAPE PLAN

T-1. TREE PRESERVATION PLAN
T-2. TREE PRESERVATION PLAN
T-3. TREE PRESERVATION PLAN
T-4. TREE PRESERVATION PLAN
T-5. TREE PRESERVATION PLAN
T-6. TREE PRESERVATION PLAN
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T-9. TREE PRESERVATION PLAN
T-10. TREE PRESERVATION PLAN
T-11. TREE PRESERVATION PLAN
T-12. TREE PRESERVATION PLAN

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name Paul J. Cheme
Reg. No. 19860 Date 7-19-10

Revisions

Date	7-19-10
Designed	PJC
Drawn	JMM

COVER SHEET

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MN 55044

ARGENTA HILLS 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

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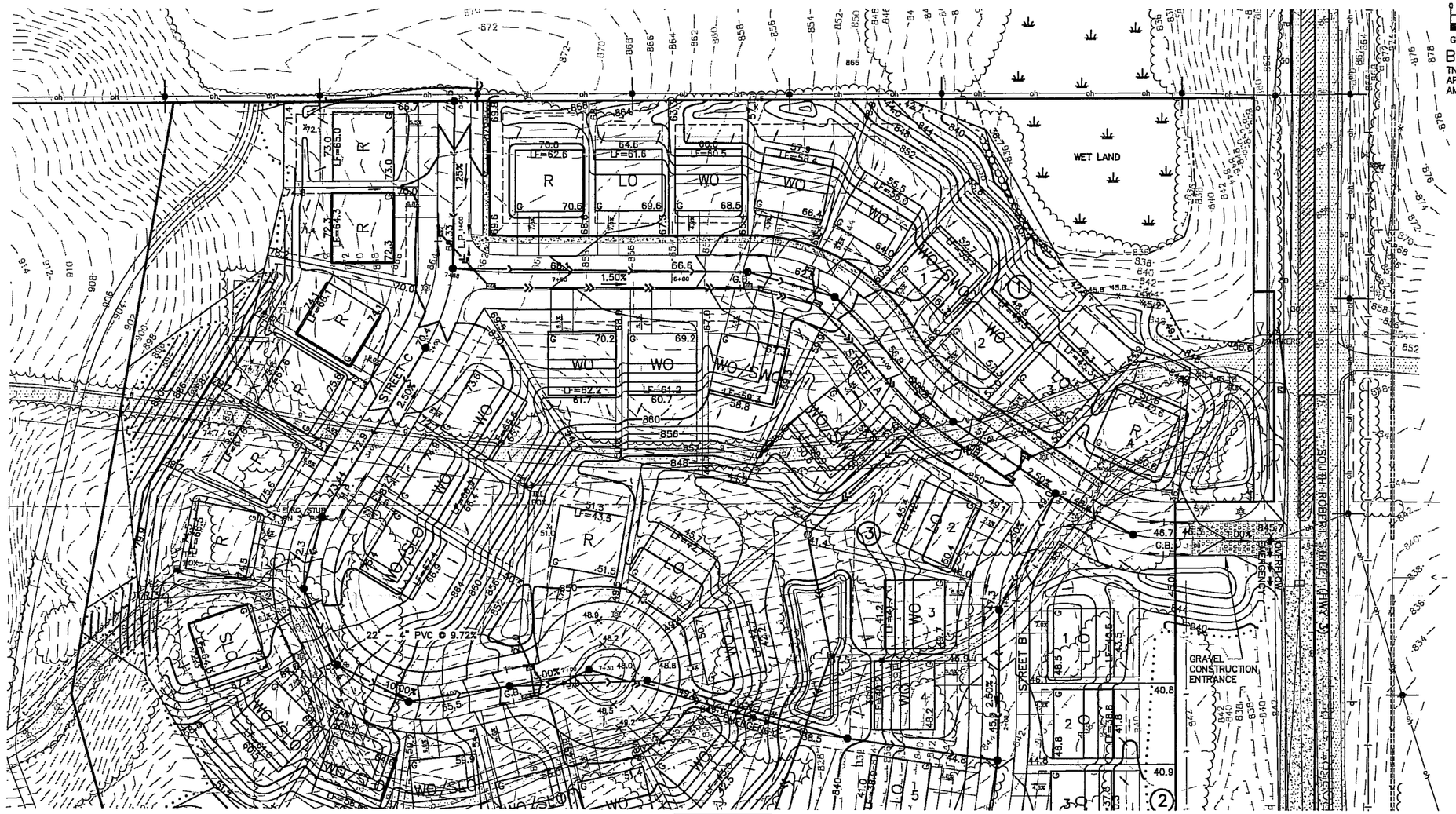
LEGEND

EXISTING	PROPOSED	DESCRIPTION
		CATCH BASIN
		MANHOLE
		FLARED END
		BEEHIVE
		EXISTING STORM SEWER
		PROPOSED STORM SEWER
		PHASE LINE
		EASEMENT LINE
902		EXISTING 2' CONTOUR LINE
900		EXISTING 10' CONTOUR LINE
	902	PROPOSED 2' CONTOUR LINE
	900	PROPOSED 10' CONTOUR LINE
NWL=987.0		POND OUTLET LINE
HWL=990.2		POND HIGH WATER LINE
84.3 x		PROPOSED SPOT ELEVATION
EOF		EMERGENCY OVERFLOW
		STANDARD EROSION CONTROL
		HEAVY-DUTY EROSION CONTROL
	WALL	PROPOSED/EX. RET WALLS
		EX. OVERHEAD UTILITY LINES
tv	tv	EX. UNDERGROUND TELEVISION
tel	tel	EX. UNDERGROUND TELEPHONE
fo	fo	EX. FIBER OPTIC LINE
ue	ue	EX. ELECTRIC LINE
g	g	EX. UNDERGROUND GAS
X	X	EX. FENCE LINE
		EX. SANITARY OR STORM MH
		EX. GATE VALVE
		EX. HYDRANT
		EX. CULVERT
		EX. UTILITY POLE
		EX. LIGHT POLE

ROADWAY IMPROVEMENTS

- RIGHT-OF-WAY LINE
- BITUMINOUS PATH
- CENTERLINE
- CURB LINE
- CONCRETE WALK
- SETBACK LINE
- RIBBON CURB
- EX. GRAVEL SURFACE
- EX. BITUMINOUS SURFACE
- CONCRETE SURFACE
- SELECT BACKFILL MATERIAL
- GRAVEL CONST. ENTRANCE
- FIBER BLANKET



GRAPHIC SCALE IN FEET
0 25 50 100

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

BASIN TABLE					
BASIN NUMBER	NWL	OUTLET ORIFICE	HWL	WET VOL. ACFT	STOR. VOL. ACFT
BASIN-1	827.0	7"@NWL	829.6	1.651	1.544
BASIN-2	827.0	6"@NWL 12"@29.0	831.1	0.967	1.495
BASIN-3	835.0	6"@NWL	837.6	0.496	0.715
INFIL-400	828.0	4"@NWL	829.6	–	3.299
INFIL-401	836.5	8"@NWL	837.6	–	0.326

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Drawn	BNM JMM

GRADING PLAN

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16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

(G1)
109271-GR.DWG

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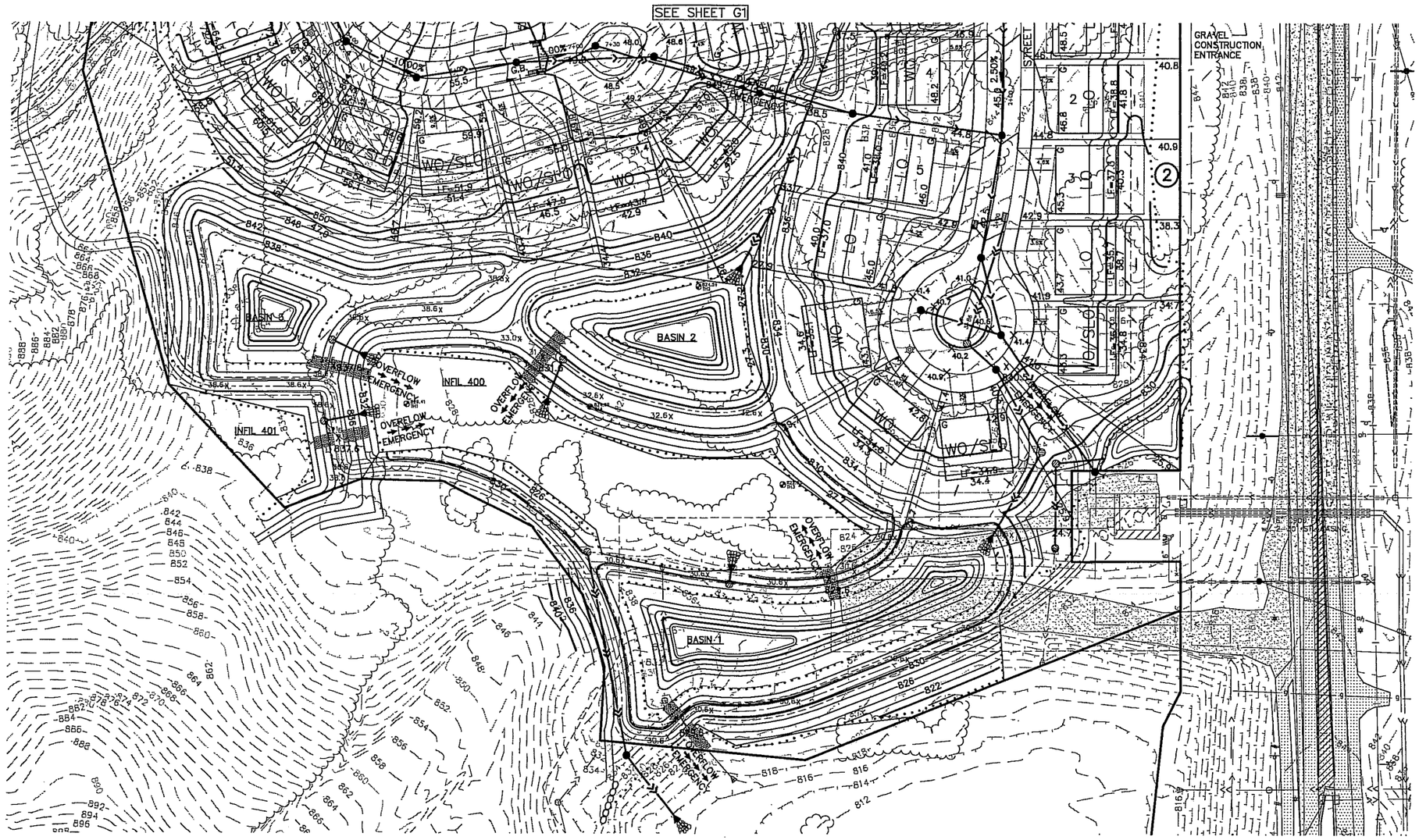

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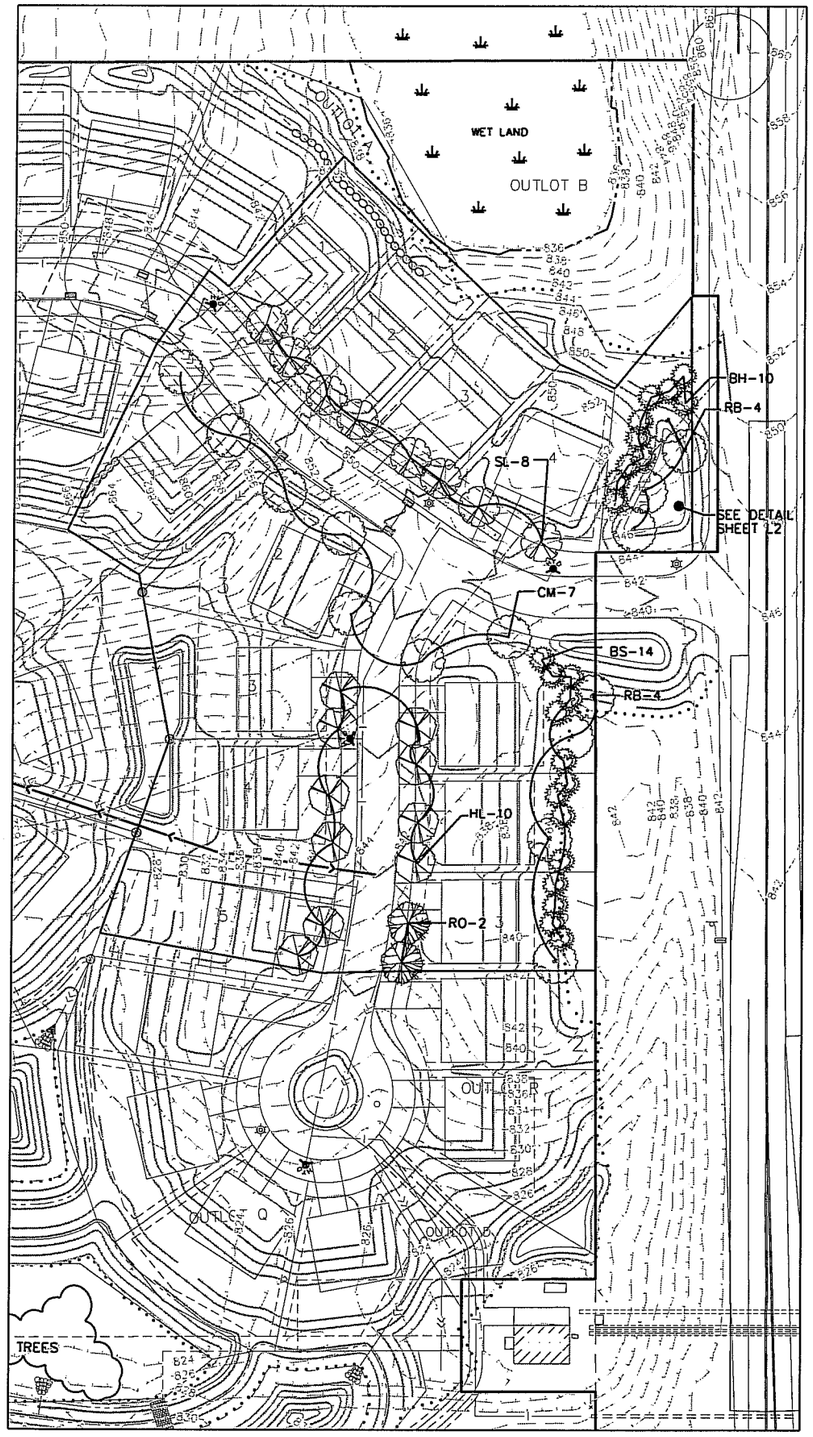
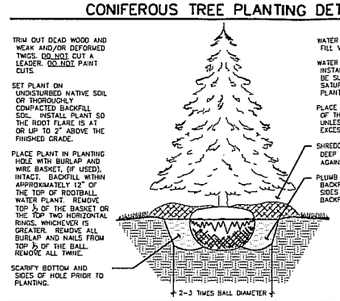


CONIFEROUS TREE PLANTING DETAIL



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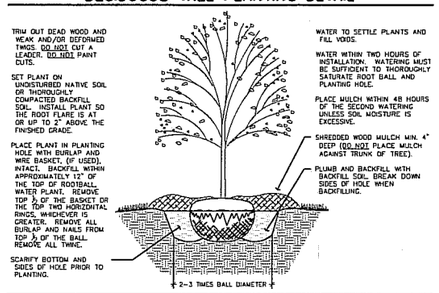

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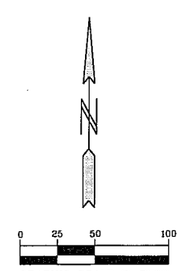

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- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
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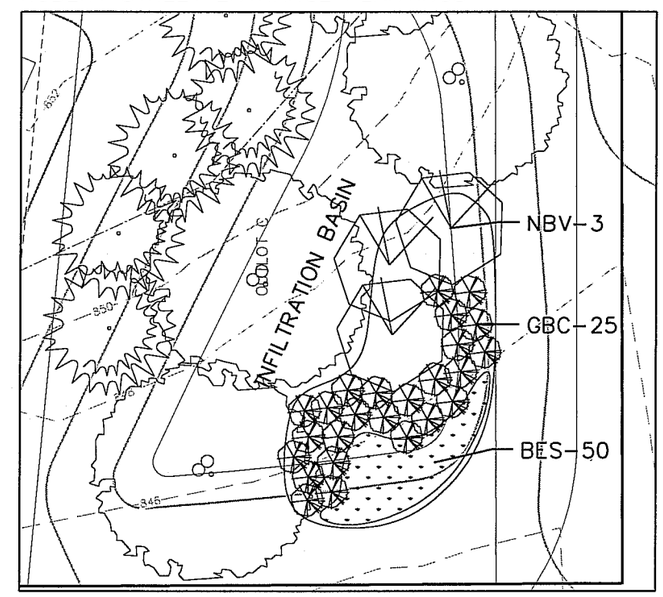
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

ROBERT STREET ENTRANCE PLANTINGS



ENTRANCE PLANTINGS AT INFILTRATION BASIN

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY
	ENTRANCE PLANTING		
GBC	GLOSSY BLACK CHOKEBERRY/ARONIA MELANOCARPA	#3 POT	25
NBV	NANNYBERRY/VIBURNUM LENTAGO	#5 POT	3
BES	BLACK EYED SUSAN/RUDBECKIA HIRTA	#1 POT	50

HEAVY EQUIPMENT CANNOT BE USED IN THIS AREA SO AS TO AVOID ANY SOIL COMPACTION.
PERENNIAL/SHRUB BED TO BE MULCHED WITH SHREDDED HARDWOOD TO A DEPTH OF 3"
NO WEED BARRIER TO BE USED IN PERENNIAL/SHRUB BED.
PRE-EMERGENT HERBICIDE TO BE USED PRIOR TO PLANTING AND AS PART OF YEARLY MAINTENANCE.
NO LANDSCAPE EDGER TO BE USED AROUND SHRUB/PERENNIAL BED IN THIS AREA.
SEE SHEET L1 FOR TREE SCHEDULE.
SEE GRADING PLAN FOR INFILTRATION BASIN GRADING DETAILS.

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota
Name Jennifer L. Thompson
Reg. No. 44763 Date

Revisions
8/10/10 CITY COMMENTS

Date	7/19/10
Designed	JLT
Drawn	JLT

LANDSCAPE PLAN

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS
INVER GROVE HEIGHTS, MINNESOTA

109271-GR.DWG

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CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

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Argenta Hills Tree Summary

August 11, 2010

The following table shows the data supplied by URS on their executive summary dated September 5, 2007. This data was part of the tree inventory and preservation plan set submitted as part of the preliminary development plans in 2007. Refer to previously submitted plans and the "Forest Stand Delineation and Assessment Report for Argenta Hills Development" dated July 2007 for a full tree inventory and preservation report.

URS Tree Inventory, Preservation, and Mitigation Summary (September 5, 2007):

	Zoning	Threshold	Total Caliper Inches	Inches Impacted	inches over threshold	Notes
COMMERCIAL	B-4	60%	8,272	2,181	-2,782	below threshold
SINGLE FAMILY	R-1C	30%	51,654	28,140	12,643	
TOWNHOME AREA	R-3A	40%	8,129	4,413	1,162	
TOTAL REPLACEMENT					***11,023 Inches***	

The following table is the revised data based on the preliminary plat re-submittal of August 11, 2010. This information uses data previously submitted by URS and revised data where the residential preliminary plat is proposed on the east side of the property.

	Zoning	Threshold	Total Caliper Inches	Inches Impacted	inches over threshold	Notes
COMMERCIAL	B-4	60%	*8,017	1,925	**-3,006	below threshold
SINGLE FAMILY	R-1C	30%	*45,016	27,054	**12,388	
TOWNHOME AREA	R-3A	40%	*6,179	4,024	**1,416	
PLANTATION AREAS (AREAS D1, D2, G, H)					-8,579	Removal from total
TOTAL REPLACEMENT					***2,219 Inches***	

* The total caliper inches on site was reduced after removing trees deemed insignificant. Significant Trees are Deciduous Trees at least 8" and Conifer Trees at least 6.5" (10' in height)

** See attached City worksheets for mitigation requirement calculations.

This data will be updated with each subsequent plat of the Argenta Hills development.

DEVELOPMENT CONTRACT

FOR FINAL PLAT OF

ARGENTA HILLS 2nd ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

1.1 Terms

1.2 City

1.3 Developer

1.4 Owner

1.5 Plat

1.6 Development Plans

1.7 Development Contract

1.8 Council

1.9 PWD

1.10 Director of PWD

1.11 County

1.12 Other Regulatory Agencies

1.13 Utility Companies

1.14 Prior Easement Holders

1.15 Developer Improvements

1.16 City Improvements

1.17 Developer Public Improvements

1.18 Developer Default

1.19 Force Majeure

1.20 Developer Warranties

A. Authority

B. No Default

C. Present Compliance With Laws

D. Continuing Compliance With Laws

E. No Litigation

F. Full Disclosure

G. Plat Compliance

H. Warranty On Proper Work And Materials

I. Obtaining Permits

1.21 Owner Warranties

A. Authority

B. No Default

C. Present Compliance With Laws

D. Continuing Compliance With Laws

E. No Litigation

F. Full Disclosure

G. Plat Compliance

H. Fee Title

1.22 City Warranties

A. Organization

B. Authority

1.23 Formal Notice

ARTICLE 2 - PLAT APPROVAL

2.1 Plat Approval

2.2 Plat Density

2.3 Recording of Plat

ARTICLE 3 - CITY IMPROVEMENTS

3.1 City Improvements

ARTICLE 4 - DEVELOPER IMPROVEMENTS

4.1 Developer Improvements

4.2 Ground Material

4.3 Grading - Drainage Plan And Easements

4.4 Street Signs

4.5 Boulevard And Area Restoration

4.6 Erosion Control

ARTICLE 5 - PARK CONTRIBUTION REQUIREMENTS

5.1 Park Contribution

ARTICLE 6 - OTHER PERMITS

6.1 Permits

ARTICLE 7 - OTHER DEVELOPMENT REQUIREMENTS

7.1 Miscellaneous Requirements

ARTICLE 8 - DEVELOPER PUBLIC IMPROVEMENTS

8.1 Approval of Contractors and Engineer

8.2 Construction

8.3 Inspection

8.4 Faithful Performance of Construction Contracts

8.5 City Acceptance

8.6 Engineering Submittals Required

ARTICLE 9 - RESPONSIBILITY FOR COSTS

9.1 Developer Improvement Costs

9.2 City Miscellaneous Expenses

9.3 Enforcement Costs

9.4 Time of Payment

ARTICLE 10 - DEVELOPMENT WARRANTIES

10.1 Statement of Developer Warranties

ARTICLE 11 - OWNER WARRANTIES

11.1 Statement of Owner Warranties

ARTICLE 12 - CITY WARRANTIES

12.1 Statement of City Warranties

ARTICLE 13 - INDEMNIFICATION OF CITY

13.1 Indemnification of City

13.2 Notice

13.3 Defense of Claim

ARTICLE 14 - CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 City Remedies

14.2 No Additional Waiver Implied By One Waiver

14.3 No Remedy Exclusive

14.4 Emergency

ARTICLE 15 - ESCROW DEPOSIT

15.1 Escrow Requirement

ARTICLE 16 - MISCELLANEOUS

16.1 City's Duties

16.2 Additional Improvements

16.3 No Third Party Recourse

16.4 Validity

16.5 Recording

16.6 Binding Agreement

16.7 Contract Assignment

16.8 Amendment And Waiver

16.9 Governing Law

16.10 Counterparts

16.11 Headings

16.12 Inconsistency

16.13 Access

EXHIBIT A Legal Description of Plat

EXHIBIT B List of Development Plans

EXHIBIT C	Developer Improvements
EXHIBIT D	City Improvements
EXHIBIT E	Miscellaneous Requirements And Conditions Imposed By The City
EXHIBIT F	Escrow Calculation

CITY OF INVER GROVE HEIGHTS

DEVELOPMENT CONTRACT
FOR FINAL PLAT OF ARGENTA HILLS 2nd ADDITION

THIS AGREEMENT, made and entered into on the 13th day of September, 2010, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

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

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

WHEREAS, in conjunction with the granting of these approvals, the CITY requires the installation and/or availability of streets, public utilities (sewer and water), storm sewer pipes, storm water ponds and other facilities; and

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

1. That the DEVELOPER enter into this DEVELOPMENT CONTRACT, which contract defines the work which the DEVELOPER undertakes to complete; and

2. The DEVELOPER shall provide an irrevocable letter of credit, setaside letter or cash deposit, in the amount and with conditions satisfactory to the CITY, providing for the actual construction and installation of such improvements within the period specified by the CITY.

WHEREAS, the DEVELOPER has filed four (4) complete sets of the DEVELOPMENT PLANS with the CITY;

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 DEVELOPER. "DEVELOPER" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 OWNER. "OWNER" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

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

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY, OWNER and DEVELOPER.

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

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

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

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

1.12 OTHER REGULATORY AGENCIES. “OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Dakota County Highway Department

d.) Watershed District

e.) Water Management Organization

f.) Metropolitan Council

g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

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

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

b.) pipeline companies.

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

1.15 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

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

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

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

a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;

b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.

c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

d.) breach of the DEVELOPER WARRANTIES.

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

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

A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS

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

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

G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably cureable within thirty (30) days, such additional reasonable period of time to effect the cure.

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.

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

I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

1.21 **OWNER WARRANTIES.** "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

A. **AUTHORITY.** OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. **PRESENT COMPLIANCE WITH LAWS.** OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.

D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. **FULL DISCLOSURE.** None of the representations 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.

G. **PLAT COMPLIANCE.** To OWNER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, environmental regulations.

H. **FEE TITLE.** IGH Investment, LLC, a Minnesota limited liability company, owns fee title to the property within the PLAT.

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

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

B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

1.23 **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: Scott Thureen Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to OWNER/: **DEVELOPER**	IGH Investment, LLC Attention: Gregory W. Munson 2737 N Fairview Avenue Roseville, MN 55113

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

ARTICLE 2
PLAT APPROVAL

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

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

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

ARTICLE 3
CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D. CITY agrees that if CITY breaches its obligations contained in Exhibit D, the DEVELOPER and OWNER shall have available to them the remedy of specific performance.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the Engineering Recommendations dated September 13, 2010, on file with the CITY Engineer. The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

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

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

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other

terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 14.

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

4.5 BOULEVARD AND AREA RESTORATION. The DEVELOPER shall seed or lay cultured sod in all boulevards to the extent depicted in the DEVELOPMENT PLANS within 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, over the entire PLAT. Upon request of the PWD, the DEVELOPER shall remove the silt fences after grading and construction have occurred.

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 14. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5
PARK CONTRIBUTION REQUIREMENTS

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as defined in the City Code by meeting the obligation stated in Exhibit E.

ARTICLE 6
OTHER PERMITS

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

ARTICLE 7
OTHER DEVELOPMENT REQUIREMENTS

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

ARTICLE 8
DEVELOPER PUBLIC IMPROVEMENTS

8.1 APPROVAL OF CONTRACTORS AND ENGINEER. Any contractor or engineer preparing plans and specifications selected by the DEVELOPER to design, construct or install any DEVELOPER PUBLIC IMPROVEMENTS must be approved in writing by the DIRECTOR OF PWD. The CITY agrees that Kimley-Horn, Enebak Construction, McGough Construction, Pioneer Engineering and subcontractors thereof, are approved contractors.

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

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

buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

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

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the Storm Water Facilities Maintenance Agreement. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 ENGINEERING SUBMITTALS REQUIRED. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. Two ties to all curb boxes and main-line gate valves.

2. All hydrant gate valves tied back to the hydrant.

3. All ties shall be 100 feet or less.

4. Top nut elevation of all hydrants.

5. Rim and Invert elevations on all Manholes and Catch basins.

6. Apron invert elevations on all Flared End Structures and storm sewer stubs.

7. Invert elevations on all sanitary and water service stubs.

8. Two ties to all sewer and water service locations.

9. Main line stationing for all sanitary sewer wyes and water main corporations.

10. Copy of final plat shall be submitted in an electronic format (see item 12).

11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom and on the side slopes to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be signed by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).

12. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, 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.

ARTICLE 9
RESPONSIBILITY FOR COSTS

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

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval

and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

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

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

ARTICLE 10
DEVELOPER WARRANTIES

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

ARTICLE 11
OWNER WARRANTIES

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

ARTICLE 12
CITY WARRANTIES

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

ARTICLE 13
INDEMNIFICATION OF CITY

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

a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;

b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;

c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;

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

f.) approval by the CITY of the PLAT;

g.) approval by the CITY of the DEVELOPMENT PLANS;

h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;

i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;

j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;

k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2 **NOTICE.** Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

13.3 **DEFENSE OF CLAIM.** Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own

selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

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

a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;

b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;

c.) the CITY may collect on the irrevocable letter of credit, setaside letter or cash deposit pursuant to Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;

d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;

e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice

and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

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

14.4 **EMERGENCY.** Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a thirty (30)day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15
ESCROW DEPOSIT

15.1 **ESCROW REQUIREMENT.** Prior to release of the PLAT for recording, the

DEVELOPER shall provide the CITY an irrevocable, absolute and unconditional contract commitment (setaside letter) in favor of the CITY by a state or national bank located in Ramsey, Hennepin, Washington or Dakota counties whereby the bank agrees to the following:

a. To fund and setaside in a construction disbursement account an amount equal to 100% of the estimated cost of the DEVELOPER IMPROVEMENTS listed on Exhibit F;

b. To not disburse funds from the account for DEVELOPER IMPROVEMENTS listed on Exhibit F unless the DIRECTOR OF PWD has first agreed in writing that the work for which disbursement is being sought has been satisfactorily performed in accord with the DEVELOPMENT PLANS;

c. To disburse only 95% of the requested disbursement amount;

d. Upon written request of the CITY, to pay over to the CITY from the disbursement account an amount reasonably determined by the CITY to cure a DEVELOPER DEFAULT if the DEVELOPER, after FORMAL NOTICE by the CITY, has failed to cure a DEVELOPER DEFAULT; this obligation of the bank shall exist notwithstanding that the DEVELOPER DEFAULT may also be a default under the mortgage loan documents.

Once a particular DEVELOPER IMPROVEMENT listed on Exhibit F has been completed and accepted by the CITY, the CITY agrees to allow disbursement of the remaining 5% related to that particular DEVELOPER IMPROVEMENT.

Prior to release of the PLAT for recording, the DEVELOPER shall deposit with the CITY (a) an irrevocable letter of credit or cash deposit acceptable to the CITY for the amount of fifteen percent (15%) of the original amount of the setaside letter, or (b) a letter of credit for ten percent (10%) of the original amount of the setaside letter and a maintenance bond in the amount of ten percent (10%) of the original amount of the setaside letter.

The bank and form of the irrevocable letter of credit and the maintenance bond 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, 2013. 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, 2013, 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 and maintenance bond shall secure compliance by the DEVELOPER with the terms of Section 8.4 and Section 1.20 (H) of this DEVELOPMENT CONTRACT relating to curing any breaches of the warranties relating to DEVELOPER PUBLIC

IMPROVEMENTS, landscaping and erosion control and other matters covered by the warranty stated in Section 1.20 (H). The CITY may draw on the maintenance bond and draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 14.1 relating to a breach of Sections 8.4 and 1.20 (H) , for any of the following reasons:

a.) a breach of Section 8.4 and Section 1.20 (H); or

b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2013.

In such a situation, the CITY may call upon the letter of credit or the maintenance bond, or both. The CITY shall determine what order it calls upon the letter of credit and maintenance bond; the CITY is not required to call on the maintenance bond before calling on the letter of credit.

After the first year of the warranty period stated in Section 1.20 (H), the CITY shall again inspect the DEVELOPER PUBLIC IMPROVEMENTS to ascertain whether any breaches of the warranties have occurred. If DEVELOPER posted a letter of credit equal to ten percent (10%) of the setaside letter and if breaches have not occurred, the CITY shall reduce the letter of credit to an amount equal to one-half of the original amount of the letter of credit, provided the DEVELOPER provides a maintenance bond that is in an amount at least 50% more than the original amount of the maintenance bond. If DEVELOPER posted a letter of credit equal to fifteen percent (15%) of the setaside letter and if breaches have not occurred, the CITY shall reduce the letter of credit to an amount equal to eight percent (8%) of the original amount of the setaside letter.

At the end of the warranty period the CITY shall release the letter of credit and maintenance bond; if at such time breaches of Section 8.4 and 1.20 (H) still exist and the CITY has not, as yet, called upon the letter of credit or maintenance bond, the CITY may in its discretion agree with the DEVELOPER to have the DEVELOPER extend the letter of credit and maintenance bond for a longer duration rather than have the CITY call upon the letter of credit and maintenance bond before the expiration.

If the DEVELOPER IMPROVEMENTS listed on Exhibit F have been commenced, the CITY shall use the disbursements from the setaside account to cure the DEVELOPER DEFAULT if practicable. The CITY shall use the disbursements from the letter of credit and maintenance bond to cure the breaches of the warranties, if practicable.

ARTICLE 16
MISCELLANEOUS

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

16.2 **ADDITIONAL IMPROVEMENTS.** If the DEVELOPER requests the CITY to

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

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

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

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

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

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

16.8 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this DEVELOPMENT CONTRACT in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this DEVELOPMENT CONTRACT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this DEVELOPMENT CONTRACT, waive compliance by another with any of the covenants contained in this DEVELOPMENT CONTRACT, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this DEVELOPMENT CONTRACT. Any agreement on the part of

any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER AND DEVELOPER
IGH INVESTMENT, LLC

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

L:\CLIENTS\810\81000\13000 - Pass Through\MGT Development, Inc. (McGough-Tradition Homes) - 13081\Argenta Hills 2nd Addition\Development Contract - Argenta Hills 2nd Addition (9-9-10 clean).doc

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF ARGENTA HILLS 2ND ADDITION

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

> All that part of Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota described as follows:
>
> Beginning at the northwest corner of Outlot G ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 18 minutes 21 seconds East along the west line of said Outlot G, a distance of 75.00 feet to the southwest corner of said Outlot G; thence North 89 degrees 41 minutes 39 seconds East, along the south line of said Outlot G, a distance of 90.00 feet to the southeast corner of said Outlot G; thence South 00 degrees 18 minutes 21 seconds East, along the easterly line of said Outlot F, a distance of 40.04 feet; thence South 68 degrees 23 minutes 49 seconds West, a distance of 334.30 feet; thence North 84 degrees 45 minutes 16 seconds West, a distance of 169.60 feet; thence North 03 degrees 10 minutes 23 seconds East, a distance of 60.35 feet; thence North 17 degrees 21 minutes 21 seconds West, a distance of 61.75 feet; thence North 36 degrees 24 minutes 12 seconds West, a distance of 70.15 feet; thence North 63 degrees 25 minutes 50 seconds West, a distance of 82.94 feet; thence North 88 degrees 20 minutes 50 seconds West, a distance of 68.03 feet; thence South 69 degrees 14 minutes 12 seconds West, a distance of 68.03 feet; thence North 43 degrees 22 minutes 45 seconds West, a distance of 139.96 feet; thence North 15 degrees 55 minutes 17 seconds West, a distance of 267.34 feet; thence North 09 degrees 28 minutes 04 seconds East, a distance of 490.67 feet to the north line of said Outlot F; thence North 89 degrees 42 minutes 13 seconds East along said north line, a distance of 891.41 feet to the northeast corner of said Outlot F; thence South 00 degrees 14 minutes 17 seconds East along said easterly line of Outlot F, a distance of 157.87 feet to an angle point in said easterly; thence North 89 degrees 45 minutes 43 seconds East along said easterly line, a distance of 17.00 feet to an angle point in said easterly line; thence South 00 degrees 14 minutes 17 seconds East along said easterly line, a distance of 171.57 feet to an angle point in said easterly line; thence South 89 degrees 41 minutes 22 seconds West along said easterly line, a distance of 82.00 feet to an angle point in said easterly line; thence South 00 degrees 18 minutes 21 seconds East along said easterly line, a distance of 485.59 feet to the northeast corner of said Outlot G; thence South 89 degrees 41 minutes 39 seconds West along the north line of said Outlot G, a distance of 90.00 feet to the point of beginning.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.)		
2.)		
3.)		
4.)		
5.)		
6.)		

EXHIBIT C

DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS. The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	10-15-11, but prior to obtaining building permit, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	10-15-11, but prior to obtaining building permit, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	10-15-11, but prior to obtaining building permit, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	10-15-11, but prior to obtaining building permit, whichever occurs first	storm water facilities to level of functionality
X PUBLIC	10-15-11, or prior to issuance of certificate of occupancy for the individual subject lot, whichever occurs first	storm water facilities to level of total completion
X	10-15-11	plat landscaping
X	prior to issuance of certificate of occupancy for the individual subject lot	lot landscaping
X PUBLIC	See Section 4.4	street signage

X PUBLIC	10-15-11, or prior to issuance of building permit, whichever occurs first	gravel base for streets and gravel base for accompanying six inch (6”) sidewalks
X PUBLIC	10-15-11, or prior to issuance of certificate of occupancy for the individual subject lot, whichever occurs first	base course of bituminous for streets and final construction of six inch (6”) sidewalks
X PUBLIC	10-15-11	wear course of bituminous for streets
X	10-15-11, or prior to grading of site, whichever occurs first	corner posts to be installed in the Undisturbed Natural Area/ Open Space as identified in the Natural Area/Open Space and Undisturbed Natural Area /Open Space Easement Agreement
X	10-15-11, or within 14 days after completion of grading, whichever occurs first	corner posts to be installed in the Natural Area/Open Space as identified in the Natural Area/ Open Space and Undisturbed Natural Area/Open Space Easement Agreement
X PUBLIC	10-15-11, or within 14 days after completion of grading, whichever occurs first	pedestrian trail (wood chips)
X PUBLIC	as determined by the DPW	pedestrian trail (pavement)
X PUBLIC	10-15-11, or upon removal of existing access to lift station, whichever occurs first	gravel base for access to lift station
X PUBLIC	10-15-11, or when streets are paved with wear course of bituminous, whichever occurs first	bituminous pavement for access to lift station
X	10-15-11, or prior to issuance of building permit or within 14 days after completion of grading, whichever occurs first	site grass seeding

EXHIBIT D

CITY IMPROVEMENTS

1.) **PROJECT 2010-41, T.H. 3 TURN LANE – ARGENTA HILLS 2ND ADDITION**. If the DEVELOPER has not already acquired a temporary construction easement for the right turn lane, then the CITY agrees that by March 1, 2011, the CITY will order Project 2010-41, T.H. 3 Turn Lane – Argenta Hills 2nd Addition (consisting of acquiring a temporary construction easement for the construction of the right turn lane off of southbound Highway 3 into the PLAT). DEVELOPER is responsible for paying for all costs associated with construction of the turn lane and all costs associated with acquisition of the temporary construction easement, including, but not limited to, attorneys fees, appraisal costs, title and survey investigation, acquisition costs, court expenses, recording fees, engineering fees, planning fees and witness expense. Prior to the CITY acquiring the temporary construction easement, the DEVELOPER shall escrow with the CITY a cash deposit equal to 125% of the estimated costs and expenses for acquiring the temporary construction easement; the CITY may draw on the escrow account as costs and expenses are incurred. If costs and expenses exceed the escrow amount, the DEVELOPER is nonetheless responsible for the amount in excess of the escrow and shall reimburse the CITY within 30 days after invoice. If after acquisition of the temporary construction easement it is the case that there is a remainder amount left if the escrow account, then the remainder shall be returned to the DEVELOPER.

EXHIBIT E

MISCELLANEOUS REQUIREMENTS AND CONDITIONS IMPOSED BY THE CITY

1.) **CONDITIONS TO BE SATISFIED BEFORE OCTOBER 15, 2010, OR BEFORE CITY RELEASES PLAT TO BE RECORDED**. Before October 15, 2010, or before the CITY releases the PLAT for recording with Dakota County, all the following conditions must be satisfied:

a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.

b.) DEVELOPER must provide the setaside letter, letter of credit and maintenance bond for the respective amounts stated in Article 15 and on Exhibit F of this DEVELOPMENT CONTRACT.

c.) DEVELOPER must provide to the CITY the cash deposit for inspection fees stated on Exhibit F of this DEVELOPMENT CONTRACT.

d.) Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.

e.) DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for the following properties:

i.) Lot 1, Block 2, Argenta Hills 2nd Addition
ii.) Lot 3, Block 3, Argenta Hills 2nd Addition
iii.) Lot 4, Block 3, Argenta Hills 2nd Addition
iv.) A portion of Outlot P, Argenta Hills 2nd Addition

The form of the Agreements shall be subject to the approval of the City Attorney.

f.) DEVELOPER and OWNER must execute a Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement. The form of the Agreement shall be subject to the approval of the City Attorney.

g.) DEVELOPER and OWNER must execute a Temporary Cul-De-Sac Easement Agreement. The form of the Agreement shall be subject to the approval of the City Attorney.

h.) DEVELOPER and OWNER must execute a Residential Street Light Agreement. The form of the Agreement shall be subject to the approval of the City Attorney.

i.) DEVELOPER and OWNER must execute a Pedestrian Trail Easement Agreement. The form of the Agreement shall be subject to the approval of the City Attorney.

j.) DEVELOPER and OWNER must execute an Agreement Relating to Payment of Northwest Area Utility Connection Fees and Hook-up Fees for Outlot F, Argenta Hills Except for that Area Platted as Argenta Hills 2nd Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

k.) DEVELOPER and OWNER must execute an Agreement Relating to Development of Outlot P, Argenta Hills 2nd Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

l.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.

m.) DEVELOPER shall convey Outlots A, B, C, D, E, F, G, H, I and J, Argenta Hills 2nd Addition to the CITY pursuant to Paragraph 10 of this Exhibit E.

n.) DEVELOPER and OWNER must execute a Restrictive Use Easement for Lot 1, Block 2, Argenta Hills and a Restrictive Use Easement for Lot 2, Block 3, Argenta Hills. The form of the Agreement shall be subject to the approval of the City Attorney.

o.) DEVELOPER and OWNER must execute a Stormwater Ponding, Drainage and Utility Easement for a portion of Outlot R, Argenta Hills 2nd Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

p.) Corner posts must be installed in the Undisturbed Natural Area/Open Space as identified in the Natural Area/Open Space and Undisturbed Natural Area /Open Space Easement Agreement prior to any grading on site. The corner posts to be installed in the Natural Area/Open Space as identified in the Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement must be installed within 14 days after completion of grading.

2.) **BUILDING PERMIT FOR LOTS**. No building permit may be obtained for any lot in the PLAT until the following conditions have been met in accordance with the DEVELOPMENT PLANS; however, the CITY may issue a building permit for construction of a model home on the PLAT if the CITY determines that satisfactory progress is being made with respect to the conditions stated below:

a.) All the conditions in Paragraph 1 of this Exhibit E have been met.

b.) The PLAT is recorded with the Dakota County Recorder.

c.) All the following documents have been recorded and the DEVELOPER has provided evidence to the CITY of such recording:

- Development Contract
- Stormwater Facilities Maintenance Agreement for Lot 1, Block 2, Argenta Hills 2nd Addition
- Stormwater Facilities Maintenance Agreement for Lot 3, Block 3, Argenta Hills 2nd Addition

- Stormwater Facilities Maintenance Agreement for Lot 4, Block 3, Argenta Hills 2nd Addition
- Stormwater Facilities Maintenance Agreement for a portion of Outlot P, Argenta Hills 2nd Addition
- Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement
- Temporary Cul-De-Sac Easements
- Residential Street Light Agreement
- Pedestrian Trail Easement
- Agreement Relating to Payment of Northwest Area Utility Connection Fees and Hook-up Fees for Outlot F, Argenta Hills Except for that Area Platted as Argenta Hills, 2nd Addition
- Warranty Deed from the DEVELOPER to the CITY for Outlots A, B, C, D, E, F, G, H, I and J, Argenta Hills 2nd Addition
- Restrictive Use Easement for Lot 1, Block 2, Argenta Hills and a Restrictive Use Easement for Lot 2, Block 3, Argenta Hills
- Stormwater Ponding, Drainage and Utility Easement for a portion of Outlot R, Argenta Hills 2nd Addition
- Agreement Relating to Development of Outlot P, Argenta Hills 2nd Addition

d.) The gravel sub-base for the streets within the PLAT has been installed.

e.) All utilities have been installed.

f.) Grading, drainage, stormwater facilities and erosion control have been substantially completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.

3.) **TEMPORARY CERTIFICATE OF OCCUPANCY**. Prior to the issuance of any temporary certificate of occupancy for any lot in the PLAT, the following conditions must be met in accordance with the DEVELOPMENT PLANS:

a.) All the conditions in Paragraph 1 and 2 of this Exhibit E have been met.

b.) All grading, drainage and erosion control must be completed.

c.) All storm water facilities, including any ponds, culverts, catch basins and storm water piping and appurtenances must be completed.

d.) The base course of bituminous for the streets within the PLAT must be installed.

e.) Lot landscaping must be completed.

4.) **CERTIFICATE OF OCCUPANCY.** Prior to the issuance of any certificate of occupancy for any lot in the PLAT, and in any event, **no later than October 15, 2011**, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:

a.) All the conditions listed in Paragraphs 1, 2, and 3 of this Exhibit E must be satisfied.

b.) The sidewalks within the PLAT must be completed.

c.) The street lights must be installed along the streets within the PLAT.

d.) Plat landscaping must be installed.

e.) The base course of bituminous for the streets serving the PLAT must be constructed by the DEVELOPER and approved by the CITY and determined by the CITY to be available for use.

f.) Pedestrian trail within the PLAT must be completed.

5.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

6.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per lot amount of $4,011, multiplied by the number of new lots in the PLAT. There are 12 new lots and as a result, the park contribution is $48,132 (12 lots multiplied by $4,011 per lot). The park dedication fee must be paid before the CITY signs the PLAT.

7.) **DESIGN MANUAL**. All development within the plat of Argenta Hills 2nd Addition must comply with the Argenta Hills Final PUD Submittal Design Guidelines, dated February 19, 2008.

8.) **UTILITY CONNECTION FEE**. Prior to the execution of the PLAT by the City and the recording of the PLAT with the COUNTY, DEVELOPER shall pay the City utility plat connection fees consisting of a Water Utility fee, Sanitary Sewer fee, and Storm Water Sewer Utility fee, according to the formulas adopted by CITY ordinance. DEVELOPER and OWNER acknowledge that at the time building permits are obtained, additional connection fees for the water utility system and sanitary sewer system are due and owing. The fees and adjustments for the PLAT connection fees relating to utilities are as follows:

a.) The PLAT connection fee for water is $_____ (less $_____ for the trunk credit referenced below). Therefore the connection fee for water is $_____.

b.) The PLAT connection fee for sanitary sewer is $_____.

c.) The PLAT connection fee for storm water sewer is $_____.

The parties understand and agree that the above-stated Northwest Area Utility Connection Fees associated with the building permits for sanitary sewer and water payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

9.) **OTHER UTILITY FEES.** Section 8 of this Exhibit E only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- Water Treatment Plant Fee
- Water Core Connection Fee
- M.C.E.S. SAC Unit Fee
- Sewer Core Connection Fee.

10.) **CONVEYANCE OF CERTAIN OUTLOTS**: At the time the PLAT is recorded, the DEVELOPER shall convey to the CITY the following Outlots:

Outlots A, B, C, D, E, F, G, H, I and J, Argenta Hills 2nd Addition.

Conveyance of the Outlots shall be by Warranty Deed. Such Outlots shall be free and clear of any mortgages and liens. Developer shall pay the real estate taxes for such Outlots for the year in which the Outlots are conveyed to the CITY.

11.) **MODEL HOMES / SALES HOMES**. The DEVELOPER intends to construct model homes or sales homes on Lot 3, Block 1 and Lot 4, Block 1 of the PLAT. Before use of the model homes or sales homes by the PUBLIC, the DEVELOPER shall install a gravel drive for access to Lot 3, Block 1 and access to Lot 4, Block 1 of the PLAT and the gravel drive shall be inspected and approved by the CITY Fire Marshall. Notwithstanding Exhibit C and notwithstanding paragraph 1 of this Exhibit E, the DEVELOPER may obtain the building permits for the two (2) model homes upon completion of the approved gravel driveway access. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this CONTRACT relating to certificate of occupancy are fulfilled.

12.) **CONVEYANCE TO MN/DOT**. The DEVELOPMENT PLANS and PLAT show a 17 by 170 foot strip of land on the right-of-way adjacent to Highway 3 abutting Outlot B and Outlot C. The OWNER shall create an Outlot for the 17 by 170 foot strip of land and convey the Outlot to Mn/DOT. The conveyance to Mn/DOT shall occur at the time the PLAT is recorded.

13.) **HOMEOWNERS ASSOCIATION**. A condition of approval of the PLAT is that the DEVELOPER and OWNER create a Homeowners Association for the properties within the PLAT. The Documents prepared by the DEVELOPER and OWNER in connection with the formation of the Homeowners Association must be approved by the CITY.

14.) **TURN LANE ON HIGHWAY 3**. Mn/DOT has required the installation of a turn lane on the west side of Highway 3 to accommodate southbound traffic on Highway 3 into the PLAT. The DEVELOPER shall install the turn lane when required by Mn/DOT, but no later than at the time of re-platting of Outlot P, Argenta Hills 2nd Addition.

The DEVELOPER shall construct the turn lane per the Mn/DOT specifications and as approved by the CITY Engineer. The DEVELOPER shall have the obligation and responsibility of using good faith efforts to obtain any required temporary construction easements from any affected landowners. The DEVELOPER is responsible for the costs associated with construction of the turn lane and costs associated with acquisition of the temporary construction easement.

If the DEVELOPER has not already acquired a temporary construction easement for the right turn lane, then the CITY agrees that by March 1, 2011, the CITY will order Project 2010-41, T.H. 3 Turn Lane – Argenta Hills 2nd Addition (consisting of acquiring a temporary construction easement for the construction of the right turn lane off of southbound Highway 3 into the PLAT). DEVELOPER is responsible for paying for all costs associated with construction of the turn lane and all costs associated with acquisition of the temporary construction easement, including, but not limited to, attorneys fees, appraisal costs, title and survey investigation, acquisition costs, court expenses, recording fees, engineering fees, planning fees and witness expense. Prior to the CITY acquiring the temporary construction easement, the DEVELOPER shall escrow with the CITY a cash deposit equal to 125% of the estimated costs and expenses for acquiring the temporary construction easement; the CITY may draw on the escrow account as costs and expenses are incurred. If costs and expenses exceed the escrow amount, the DEVELOPER is nonetheless responsible for the amount in excess of the escrow and shall reimburse the CITY within 30 days after invoice. If after acquisition of the temporary construction easement it is the case that there is a remainder amount left if the escrow account, then the remainder shall be returned to the DEVELOPER.

15.) **POND NORTH OF OUTLOT B**. The CITY acknowledges that at the time of platting Argenta Hills 2nd Addition or when Outlot P, Argenta Hills 2nd Addition is re-platted, the DEVELOPER has no obligation to obtain an easement over the pond located north of Outlot B, Argenta Hills 2nd Addition.

16.) **TREE PRESERVATION**. The tree preservation requirements in connection with the PLAT will be determined by the CITY COUNCIL as a condition of PLAT approval. The DEVELOPER must comply with conditions of approval of the PLAT, including the conditions relating to tree preservation.

17.) **PAVEMENT FOR ACCESS TO LIFT STATION**. The DEVELOPER must provide the CITY with access to the lift station located on Outlot G, Argenta Hills. The DEVELOPER shall install gravel base for access to the lift station upon removal of the existing access to the lift station. The DEVELOPER shall install bituminous pavement for access to the lift station when the streets within the PLAT are paved with the wear course of bituminous. The access is located on Outlot D, Argenta Hills 2nd Addition.

18.) **PERMITS FROM MN/DOT FOR PONDS**. The DEVELOPER proposes installation of several ponds within the Highway 3 right-of-way adjoining the PLAT. The DEVELOPER will be responsible for obtaining the necessary permits from Mn/DOT for placement of any ponds within any right-of-way adjoining the PLAT.

19.) **PEDESTRIAN TRAIL**. The pedestrian trail contained with the DEVELOPMENT PLANS will be constructed in stages. Initial construction will use wood chips with final construction to be paved bituminous. The sequencing of the trail construction and the timing of the construction and the use of materials shall be determined by the PWD and the DEVELOPER will comply with the determination made by the PWD.

Temporary Trail means the trail as defined by location and easement on the development plans and constructed using eight inches of wood chips instead of gravel and bituminous until such time that the utilities are extended underneath the trail to the future phases

20.) **CONSENT REQUIREMENTS**. DEVELOPER and OWNER agree that the following elements of development within the PLAT shall not be removed or changed from the DEVELOPMENT PLANS without first obtaining the following consents:

a.)	**Building location**	Consent required by COUNCIL (by majority vote of entire COUNCIL)
b.)	**Driveways**	Consent required by Planning Department
c.)	**Landscaping**	Consent required by Planning Department
d.)	**Location of utilities**	Consent required by PWD
e.)	**Location of conservation easement and open space**	Consent required by COUNCIL (by majority vote of entire COUNCIL)
f.)	**Timing, sequencing, location and materials for pedestrian trail**	Consent required by PWD

EXHIBIT F
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS		**ESTIMATED COSTS**
1.)	Site Grading, Drainage and Erosion Control	$
2.)	Utilities (sewer and water)	$
3.)	Storm Sewer Facilities	$
4.)	Plat and Lot Landscaping	$
5.)	Street Signage	$
6.)	Streets and Sidewalks	$
7.)	Construction debris clean up	$
8.)	Certified As-Builts	$
9.)	Corner Posts (per Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement)	$
10.)	Pedestrian Trail	$
11.)	Turn Lane on Highway 3	$
12.)	Retaining Wall	$
13.)	Paved Access to Lift Station	
TOTAL OF SETASIDE LETTER:		$

EXHIBIT F
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the DEVELOPER shall also deposit $_____ in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of this DEVELOPMENT CONTRACT.

This Engineering Escrow Amount shall be used to pay the CITY for engineering inspection fees at the CITY's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the DEVELOPER IMPROVEMENTS, the CITY shall return to the DEVELOPER any remaining portion of the Engineering Escrow Amount not otherwise charged the DEVELOPER for engineering inspection performed by the CITY.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the CITY (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the CITY to pay for deficiencies and problems related to grading, drainage and erosion control, tree preservation and landscaping on the lots in the PLAT in the event such problems and deficiencies arise after the CITY has accepted the DEVELOPER IMPROVEMENTS. The CITY may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

a.) all of the lots in the PLAT have been built upon; and

b.) all of the lawn or vegetative cover has been established, to the sole satisfaction of the CITY, on each of the individual lots in the PLAT.

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

STORM WATER FACILITIES MAINTENANCE AGREEMENT
LOT 1, BLOCK 2, ARGENTA HILLS 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. "Lot Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

> Any existing and future stormwater treatment ponds, infiltration ponds, bio-retention facilities, ditches, stormwater ponds, drainage pathways, drainage facilities, storm water collection appurtenances and raingardens lying within the Lot.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain _____ Plan dated _____, 2010, prepared by Pioneer Engineering, and any amendments thereto. The Storm Water Facility Plan is on file with the City.

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

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

1.8 **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.

ARTICLE 2
RECITALS

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner will construct the Storm Water Facilities on the Lot pursuant to the Storm Water Facility Plan.

Recital No. 3. The City is willing to allow the Plat to be recorded if Lot Owner 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 consistent with the Maintenance Standards, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Storm Water Facilities.** Lot Owner agrees that prior to October 15, 2011, or prior to an issuance of a building permit for the Lot, whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Lot Owner.

3.2 **Maintenance of Storm Water Facilities.** The Lot 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 exists. The Responsible Owner shall also insure 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 Lot 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 Lot.

3.3 **Standard of Maintenance.** The Standard of Maintenance shall comply with the minimum 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 the storm 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). In addition, the Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for similar storm water systems that the City maintains, as those standards are from time to time amended. The NWA Stormwater Manual is on file with the City's Director of Public Works.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Lot. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

3.4 **Notice of Non-Compliance with Section 3.1; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced construction of the Storm Water Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with Section 3.1, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with Section 3.1. If the City performs emergency construction work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 **Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with Section 3.1 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for

compliance with Section 3.1 and the City shall have the right of access to the areas where the Storm Water Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.1. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

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

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

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

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

3.10 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the 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 Lot Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in

respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities;

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

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

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

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

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

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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 reminder of this page has been intentionally left blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

> Lot 1, Block 2, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
LOT 3, BLOCK 3, ARGENTA HILLS 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. "Lot Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

> Any existing and future stormwater treatment ponds, infiltration ponds, bio-retention facilities, ditches, stormwater ponds, drainage pathways, drainage facilities, storm water collection appurtenances and raingardens lying within the Lot.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain _____ Plan dated _____, 2010, prepared by Pioneer Engineering, and any amendments thereto. The Storm Water Facility Plan is on file with the City.

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

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

1.8 **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.

ARTICLE 2
RECITALS

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner will construct the Storm Water Facilities on the Lot pursuant to the Storm Water Facility Plan.

Recital No. 3. The City is willing to allow the Plat to be recorded if Lot Owner 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 consistent with the Maintenance Standards, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Storm Water Facilities.** Lot Owner agrees that prior to October 15, 2011, or prior to an issuance of a building permit for the Lot, whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Lot Owner.

3.2 **Maintenance of Storm Water Facilities.** The Lot 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 exists. The Responsible Owner shall also insure 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 Lot 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 Lot.

3.3 **Standard of Maintenance.** The Standard of Maintenance shall comply with the minimum 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 the storm 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). In addition, the Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for similar storm water systems that the City maintains, as those standards are from time to time amended. The NWA Stormwater Manual is on file with the City's Director of Public Works.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Lot. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

3.4 **Notice of Non-Compliance with Section 3.1; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced construction of the Storm Water Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with Section 3.1, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with Section 3.1. If the City performs emergency construction work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 **Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with Section 3.1 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for

compliance with Section 3.1 and the City shall have the right of access to the areas where the Storm Water Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.1. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

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

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

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

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

3.10 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the 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 Lot Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in

respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities;

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

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

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

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

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

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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 reminder of this page has been intentionally left blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE RETURN TO:

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

L:\CLIENTS\810\81000\13000 - Pass Through\MGT Development, Inc. (McGough-Tradition Homes) - 13081\Argenta Hills 2nd Addition\Stormwater Facilities Maintenance Agreement (Lot 3, Block 3).doc

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

> Lot 3, Block 3, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
LOT 4, BLOCK 3, ARGENTA HILLS 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. "Lot Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

> Any existing and future stormwater treatment ponds, infiltration ponds, bio-retention facilities, ditches, stormwater ponds, drainage pathways, drainage facilities, storm water collection appurtenances and raingardens lying within the Lot.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain _____ Plan dated _____, 2010, prepared by Pioneer Engineering, and any amendments thereto. The Storm Water Facility Plan is on file with the City.

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

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

1.8 **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.

ARTICLE 2
RECITALS

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner will construct the Storm Water Facilities on the Lot pursuant to the Storm Water Facility Plan.

Recital No. 3. The City is willing to allow the Plat to be recorded if Lot Owner 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 consistent with the Maintenance Standards, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Storm Water Facilities.** Lot Owner agrees that prior to October 15, 2011, or prior to an issuance of a building permit for the Lot, whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Lot Owner.

3.2 **Maintenance of Storm Water Facilities.** The Lot 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 exists. The Responsible Owner shall also insure 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 Lot 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 Lot.

3.3 **Standard of Maintenance.** The Standard of Maintenance shall comply with the minimum 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 the storm 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). In addition, the Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for similar storm water systems that the City maintains, as those standards are from time to time amended. The NWA Stormwater Manual is on file with the City's Director of Public Works.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Lot. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

3.4 **Notice of Non-Compliance with Section 3.1; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced construction of the Storm Water Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with Section 3.1, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with Section 3.1. If the City performs emergency construction work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 **Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with Section 3.1 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for

compliance with Section 3.1 and the City shall have the right of access to the areas where the Storm Water Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.1. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

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

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

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

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

3.10 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the 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 Lot Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in

respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

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

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities;

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

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

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

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

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

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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 reminder of this page has been intentionally left blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

L:\CLIENTS\810\81000\13000 - Pass Through\MGT Development, Inc. (McGough-Tradition Homes) - 13081\Argenta Hills 2nd Addition\Stormwater Facilities Maintenance Agreement (Lot 4, Block 3).doc

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

> Lot 4, Block 3, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR A PORTION OF OUTLOT P, ARGENTA HILLS 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. "Lot Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

Any existing and future stormwater treatment ponds, infiltration ponds, bio-retention facilities, ditches, stormwater ponds, drainage pathways, drainage facilities, storm water collection appurtenances and raingardens lying within the Lot.

1.5 Storm Water Facility Plan. "Storm Water Facility Plan" means that certain _____ Plan dated _____, 2010, prepared by Pioneer Engineering, and any amendments thereto. The Storm Water Facility Plan is on file with the City.

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

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

1.8 **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.

ARTICLE 2
RECITALS

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner will construct the Storm Water Facilities on the Lot pursuant to the Storm Water Facility Plan.

Recital No. 3. The City is willing to allow the Plat to be recorded if Lot Owner 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 consistent with the Maintenance Standards, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 **Construction of Storm Water Facilities.** Lot Owner agrees that prior to October 15, 2011, or prior to an issuance of a building permit for the Lot, whichever occurs first, the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Lot Owner.

3.2 **Maintenance of Storm Water Facilities.** The Lot 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 exists. The Responsible Owner shall also insure 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 Lot 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 Lot.

3.3 **Standard of Maintenance.** The Standard of Maintenance shall comply with the minimum 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 the storm 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). In addition, the Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for similar storm water systems that the City maintains, as those standards are from time to time amended. The NWA Stormwater Manual is on file with the City's Director of Public Works.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Lot. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

3.4 **Notice of Non-Compliance with Section 3.1; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced construction of the Storm Water Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with Section 3.1, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with Section 3.1. If the City performs emergency construction work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 **Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with Section 3.1 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for

compliance with Section 3.1 and the City shall have the right of access to the areas where the Storm Water Facilities are to be located to perform such construction work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.1. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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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 Lot Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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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;

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

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

ARTICLE 5
MISCELLANEOUS

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

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

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

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

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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 reminder of this page has been intentionally left blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

L:\CLIENTS\810\81000\13000 - Pass Through\MGT Development, Inc. (McGough-Tradition Homes) - 13081\Argenta Hills 2nd Addition\Stormwater Facilities Maintenance Agreement (portion of Outlot P).doc

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

> That portion of Outlot P, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota described as follows:

[insert legal description]

NATURAL AREA/OPEN SPACE
AND
UNDISTURBED NATURAL AREA/OPEN SPACE
EASEMENT AGREEMENT
FOR PLAT OF ARGENTA HILLS 2ND ADDITION

THIS NATURAL AREA/OPEN SPACE AND UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT ("Easement Agreement")**,** is made this 13th day of September, 2010, by and between IGH Investment, LLC, a Minnesota limited liability company, hereinafter referred to as "Grantor" and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City".

ARTICLE 1
TERMS

1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All other capitalized terms shall have the meaning given to them in the Development Contract.

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

1.3 **Grantor.** "Grantor" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **Property**. "Property" means:

Outlots A, B, C, D, E, F, G, H, I, J, K, L, M, N and O, Argenta Hills 2nd Addition, according to the plat of Argenta Hills 2nd Addition (hereinafter "Plat") on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

1.5 **Natural Area/Open Space.** "Natural Area/Open Space" means that portion of the Property legally described on the attached Exhibit A.

1.6 **Undisturbed Natural Area/Open Space.** "Undisturbed Natural Area/Open Space" means that portion of the Property legally described on the attached Exhibit B.

1.7 **Lot Owners.** "Lot Owners" means the fee title owners of the Property, and their successors and assigns.

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

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

IF TO GRANTOR: **IGH Investment, LLC**
c/o Gregory W. Munson
2737 N. Fairview Avenue
Roseville, MN 55113

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.

1.9 **Development Contract**. "Development Contract" means that certain Development Contract for the plat of Argenta Hills 2nd Addition between the parties dated September 13, 2010.

ARTICLE 2
RECITALS

2.1 Grantor is the fee owner of the Property.

2.2 Grantor has marketable fee title to the Property.

2.3 Grantor is the fee title owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

2.4 Grantor and City wish to enter into an agreement which will grant to the City conservation and open space easement for conservation and preservation of the terrain and vegetation over the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in consideration of the agreements contained herein, it is agreed by the parties as follows:

ARTICLE 3
WARRANTIES AND REPRESENTATIONS OF GRANTOR

3.1 Grantor is the fee owner of the Property.

3.2 Grantor has marketable fee title to the Property.

3.3 Grantor is the fee title owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

3.4 With respect to the Natural Area/Open Space and Undisturbed Natural Area/Open Space, Grantor represents and warrants as follows:

a.) That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise knowingly allowed to come in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq., or Minn. Stat., Sec. 115B.01, et seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");

b.) That Grantor has not knowingly allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances;

c.) To the best of Grantor's knowledge, no previous owner, occupant or possessor of the Natural Area/Open Space and Undisturbed Natural Area/Open Space, deposited, stored, disposed of, placed, or otherwise allowed in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances.

ARTICLE 4
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER NATURAL AREA/OPEN SPACE

4.1 **Grant of perpetual Conservation and Open Space Easement over Natural Area/Open Space**. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Natural Area/Open Space. The City hereby accepts such easement.

4.2 **Perpetual Duration.** The duration of the Conservation and Open Space Easement with respect to the Natural Area/Open Space is perpetual.

4.3 **Preservation Predominately in Undeveloped Condition.** Except as otherwise stated in this Easement Agreement, the Natural Area/Open Space shall be preserved predominately as an undeveloped area and shall not be used in such a manner which would change or alter the undeveloped condition of the Natural Area/Open Space.

4.4 **Restrictions.** Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Natural Area/Open Space:

a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Natural Area/Open Space without the prior written consent of the City.

b.) No vehicles or machinery shall be stored, placed upon, or parked on the Natural Area/Open Space without the prior written consent of the City.

c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Natural Area/Open Space.

d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Natural Area/Open Space.

e.) No trees, shrubs, or other vegetation shall be planted upon the Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any consent from the City.

f.) No change in the general topography or grade of the Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

4.5 **Exceptions To Restrictions.** The following are exceptions to the restrictions set forth in Section 4.4:

a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain private utilities within public drainage and utility easements or public utilities (including storm water facilities) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Natural Area/Open Space.

b.) Nothing contained herein shall restrict the rights of the City to use the Natural Area/Open Space in the manner set forth in Article 8 hereof.

c.) Within the Natural Area/Open Space, benches may be installed, grass and lawns may be planted and Lot Owners may mow the grass and lawns.

d.) Walking, hiking and pedestrian travel are permitted in the Natural Area/Open Space.

e.) The Natural Area/Open Space may be used for passive or active recreation; provided however, if the Natural Area/Open Space is used for active recreation, the impervious cover shall not exceed 5% of the total required Natural Area/Open Space and Undisturbed Natural Area/Open Space.

f.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path in or on the Natural Area/Open Space, provided the total impervious surface of which shall not be more than 5% of the total required Natural Area/Open Space.

4.6 **Maintenance Obligations of Lot Owners.** The following are the maintenance obligations of the Lot Owners with respect to the Natural Area/Open Space:

a.) If the City determines that any tree(s), alive or dead, in the Natural Area/Open Space pose a potential danger, then upon request of the City the Lot Owners, at their own cost and expense, shall remove such tree(s).

b.) The Lot Owners shall be responsible for removing noxious weeds, junk, litter and diseased, dead and downed trees from the Natural Area/Open Space.

c.) The Lot Owners shall maintain the Natural Area/Open Space subject to the provisions stated herein.

d.) The Lot Owners shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Lot Owners shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Lot Owners shall replace the Corner Posts.

ARTICLE 5
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER UNDISTURBED NATURAL AREA/OPEN SPACE

5.1 **Grant of perpetual Conservation and Open Space Easement over Undisturbed Natural Area/Open Space**. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Undisturbed Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Undisturbed Natural Area/Open Space. The City hereby accepts such easement.

5.2 **Perpetual Duration.** The duration of the Conservation and Open Space Easement with respect to the Undisturbed Natural Area/Open Space is perpetual.

5.3 **Preservation Predominately in Undisturbed Natural Condition.** Except as otherwise stated in this Easement Agreement, the Undisturbed Natural Area/Open Space shall be preserved predominately in its undisturbed natural condition and shall not be used in such a manner which would change or alter the undisturbed natural condition of the Undisturbed Natural Area/Open Space.

5.4 **Restrictions.** Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Undisturbed Natural Area/Open Space:

a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Undisturbed Natural Area/Open Space without the prior written consent of the City.

b.) No vehicles, playground equipment, playground facilities or other equipment shall be stored, placed upon, or parked on the Undisturbed Natural Area/Open Space without the prior written consent of the City.

c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Undisturbed Natural Area/Open Space.

d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Undisturbed Natural Area/Open Space.

e.) No trees, shrubs, or other vegetation shall be planted upon the Undisturbed Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees

and trees that pose a danger to person and property may be removed without obtaining any written consent from the City.

f.) No change in the general topography or grade of the Undisturbed Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

g.) Except to remove noxious weeds, the areas within the Undisturbed Natural Area/Open Space shall not be mowed or cultivated without obtaining written consent from the City.

5.5 **Exceptions To Restrictions.** The following are exceptions to the restrictions set forth in Section 5.4:

a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain public utilities (including storm water facilities) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Undisturbed Natural Area/Open Space.

b.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path, in or on the Undisturbed Natural Area/Open Space, provided the total impervious surface of which shall not be more than 2% of the total required Natural Area/Open Space and Undisturbed Natural Area/Open Space.

c.) Nothing contained herein shall restrict the rights of the City to use the Undisturbed Natural Area/Open Space in the manner set forth in Article 8 hereof.

5.6 **Maintenance Obligations of Lot Owners.** The following are the maintenance obligations of the Lot Owners with respect to the Undisturbed Natural Area/Open Space:

a.) If the City determines that any tree(s), alive or dead, in the Undisturbed Natural Area/Open Space poses a potential danger, then upon request of the City the Lot Owners, at their own cost and expense, shall remove such tree(s).

b.) The Lot Owners shall be responsible for removing noxious weeds, junk, litter and diseased trees from the Undisturbed Natural Area/Open Space.

c.) The Lot Owners shall maintain the Undisturbed Natural Area/Open Space subject to the provisions stated herein.

d.) The Lot Owners shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Lot Owners shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Lot Owners shall replace the Corner Posts.

ARTICLE 6
OTHER DUTIES AND OBLIGATIONS

6.1 Indemnification of City By Grantor. Grantor shall indemnify, defend, and hold the City harmless, against any and all loss, costs, damage and expense, including reasonable attorneys fees and costs, resulting from Grantor's breach of the warranties and representations in Section 3.4 hereof.

6.2 Indemnification of City By Lot Owners. The Lot Owners shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees that the City incurs or suffers, which arise out of, result from or relate to the failure by the Lot Owners to observe or perform any covenant, condition, obligation or agreement on, its part to be observed or performed under this Easement Agreement.

6.3 Installation of Corner Posts. Before construction commences on the Property, the Grantor shall install silt fences around the boundaries of the Undisturbed Natural Area/Open Space. Before construction commences on the Property, Grantor shall install stakes to demarcate the boundaries of the Natural Area/Open Space.

Prior to any Certificate of Occupancy being issued for any lot in Argenta Hills 2nd Addition, or prior to October 15, 2011, whichever occurs first, the Grantor, at its sole cost and expense, shall construct and install permanent four (4) inch by four (4) inch posts ("Corner Posts") at the boundaries of the Undisturbed Natural Area/Open Space. The exact location of the Corner Posts and the number of Corner Posts shall be determined by the City Planner. The Corner Posts may be metal stakes, if the types of metal stakes are approved by the City Planner.

The Lot Owners shall maintain the Corner Posts after installation.

ARTICLE 7
CITY REMEDIES FOR NONCOMPLIANCE

7.1 Remedies At Law. If the Grantor or Lot Owners do not comply with this Easement Agreement, the City shall have all remedies available to it at law and in equity; provided however, the City shall not be entitled to consequential damages or natural resources damages. In addition, the City shall have such further remedies as stated in this Article 7. No remedy herein conferred upon or reserved to the City shall be exclusive from any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Easement Agreement for 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 noncompliance or 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.

7.2 Notice of Non-Compliance; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Lot Owners have not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Lot Owners of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Lot Owners will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Lot Owners to so comply, in which case the Lot Owners shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Lot Owners have commenced a suitable cure within the initial thirty (30) days.

Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Lot Owners to comply with the terms and provisions of this Easement Agreement, in the event of an emergency presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Lot Owners and without giving the Lot Owners thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs such emergency service work, the Lot Owners shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7.3 and 7.4 with respect to the billing, collection and/or tax certification of such costs.

7.3 Payment of Costs Incurred by City. If the Lot Owners fail to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice or such other reasonable time as provided in Section 7.2, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Lot Owners.

The amount of costs charged by the City to the Lot Owners shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Lot Owners 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.

7.4 Certification of Costs Payable With Taxes. If payment is not made as provided in Section 7.3, the City may certify to Dakota County the amounts due as payable with the real estate taxes in the next calendar year for the lot where the maintenance work was performed by the City; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Lot Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges. The Lot Owners hereby further waive 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 Property. The Lot Owners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Lot Owners acknowledge that the benefit from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the lot where the City performed the maintenance.

7.5 **Obligation For Maintenance Notwithstanding Public Easement.** The Lot Owners agree that their obligations relating to maintenance of the Easement Area and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the existence of this Easement Agreement in favor of the City.

7.6 **License to Enter**. City hereby grants to the Lot Owners a temporary right and license to enter the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the purpose of performing the maintenance obligations described herein relating to the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the duration of the performance of the maintenance. The Lot Owners hereby grant the City a temporary right and license to enter the Property for the purpose of performing maintenance of the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the duration of the performance of the maintenance.

ARTICLE 8
CITY USE OF THE NATURAL AREA/OPEN SPACE AND UNDISTURBED NATURAL AREA/OPEN SPACE

8.1 **Other Rights of City.** Notwithstanding anything to the contrary contained herein, the City, in its sole discretion, within the Natural Area/Open Space and Undisturbed Natural Area/Open Space may:

a.) Install, construct and maintain improvements to assure the safe condition of the public utilities and storm water facilities solely within the drainage and utility easements located within the Natural Area/Open Space and Undisturbed Natural Area/Open Space; and

b.) Install, construct and maintain public utilities and storm water facilities solely within drainage and utility easements located within the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

8.2 **Right of Entry.** Due to the location, type, and nature of Natural Area/Open Space and Undisturbed Natural Area/Open Space, the City may be required to access the Property to make modifications necessary to ensure the proper functioning of the Natural Area/Open Space and Undisturbed Natural Area/Open Space. In that event, the Lot Owners hereby grant to the City, its agents, servants, representatives and contractors the right, privilege and license to enter upon the Property for the purposes of performing those modifications deemed necessary by the City and for all such purposes ancillary thereto. In this event, the Lot Owners waive all actions, causes of action and claims against the City, its agents, servants, representatives, and contractors for trespass on the Property. Notwithstanding the foregoing, nothing contained in this Section 8.2 shall be deemed or

construed to grant the City any additional temporary or permanent easements in, over, across or under any portion of the Property.

8.3 **City Duties.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor or Lot Owners obligations contained in this Easement Agreement if the Grantor or Lot Owners fail to perform such obligations.

ARTICLE 9
MISCELLANEOUS

9.1 **Recording of Easement Agreement.** Contemporaneous with the recording of the plat of Argenta Hills 2nd Addition, this Easement Agreement shall be filed, at the Grantor's expense, with the Dakota County Recorder's Office.

9.2 **No Third Party Recourse.** Third parties shall have no recourse against the City or Grantor or the Lot Owners under this Easement Agreement.

9.3 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Easement Agreement shall run with the Property and Natural Area/Open Space and Undisturbed Natural Area/Open Space and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Grantor with respect to the Property.

To the extent that the lots contained with the Property become owned by multiple and different parties, the fee owner of each lot is a Lot Owner within the meaning of this Agreement, but the obligations under this Agreement of the fee owner of a particular lot apply only to the lot owned by the fee owner.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor and City have caused these Easement Agreement to be executed as of the day and year aforesaid.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

GRANTOR
IGH INVESTMENT, LLC

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

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EXHIBIT A
NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

Outlots A, C, D, F, I, L and N, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION

Outlots B, E, G, H, J, K, M and O, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

PEDESTRIAN TRAIL EASEMENT

THIS PEDESTRIAN TRAIL EASEMENT (Easement), made, granted and conveyed this 13th day of September, 2010, between IGH Investment, LLC, a Minnesota limited liability company, hereinafter referred to as the "Landowner", and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does grant and convey to the City, its successors and assigns, forever, a **permanent easement and right-of-way for a trail (including, without limitation, the construction, maintenance, repair and use of a trail)** over, under, across, through and upon the following described premises (the "Easement Area") situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit A**, incorporated herein by reference.

The Easement Area shall be for use as a pedestrian and non-motorized recreational trail and shall include such activities as walking, running, biking, skiing, in-line skating, roller skating, skateboarding, the walking of household pets and other forms of similar non-motorized pedestrian use. In addition, public emergency motorized vehicles may use the easement area for emergency purposes. The Easement Area will not be used by other motorized vehicles, or by all- terrain vehicles, or by snowmobiles, and the easement area will not be used for horseback riding. No structures, obstructions or fences shall be allowed in the Easement Area unless written approval is granted by the City.

The easement rights herein granted to the City include the rights of the City, its contractors, agents, and servants to enter upon the Easement Area at all reasonable times to construct, reconstruct, inspect, repair and maintain the trail related improvements, over, under, across, through and upon the easement area together with the right to remove from the Easement Area trees, brush, herbage, undergrowth and other obstructions, as well as the right to deposit earthen material in and upon the permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, his successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute, Chapter 466.

Landowner, for itself and its successors and assigns, does warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and City have caused this Easement to be executed as of the day and year set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

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

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

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EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

[insert legal description]

RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF ARGENTA HILLS 2ND ADDITION
DAKOTA COUNTY, MINNESOTA AND FOR RE-PLATS THEREOF

THIS AGREEMENT, made this 13th day of September, 2010, by and between IGH Investment, LLC, a Minnesota limited liability company, hereafter referred to as "Owner", and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City". Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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 **Owner**. "Owner" means IGH Investment, LLC, a Minnesota limited liability company, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 **Residential Lots.** "Residential Lots" means any existing or future platted lot within the plat of Argenta Hills 2nd Addition or within the future re-plat of any land in the plat of Argenta Hills 2nd Addition that is zoned for residential use and that is used or ultimately intended to be used as a lot for a residential dwelling, whether or not a residence exists on the lot.

The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Argenta Hills 2nd Addition and within any future re-plat of any land in the plat of Argenta Hills 2nd Addition.

1.5 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.6 Street Lights. Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Argenta Hills 2nd Addition or within any future re-plat of any land contained in Argenta Hills 2nd Addition.

ARTICLE 2
RESIDENTIAL OWNER OBLIGATIONS

2.1 Street Light Plan Must Be Approved. The Owner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Argenta Hills 2nd or within any future re-plat of any land contained in Argenta Hills 2nd Addition.

2.2 Installation of Street Lights. The Owner, at its own expense, shall install Street Lights as provided in the Street Light Plan.

2.3 Payment of Energy Costs for First Two Years. When Residential Lots are platted and before recording of the plat, the Owner shall prepay the City for the energy costs of the Street Lights for two (2) years, by paying the City the amount of $150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning two (2) years after installation of the Street Lights, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The

Residential Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to maintain the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way within or outside of the plat of Argenta Hills 2nd Addition.

2.5 **Warranty of Ownership.** The Owner warrants that, on the date of this Agreement, the Owner owns fee title to all the Residential Lots and that the Owner on the date of this Agreement is the only Residential Owner.

ARTICLE 3
CITY'S COVENANTS

3.1 **Allowing Plat To Be Recorded.** The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Argenta Hills 2nd Addition to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Owner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4
MISCELLANEOUS

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

4.2 **Recording.** Owner shall record this Agreement with the Dakota County Recorder immediately after the plat of Argenta Hills 2nd Addition is recorded, and Owner shall present evidence to the City that this Agreement has been recorded.

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

4.4 **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies

would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement.

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

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

4.6 **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.

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

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

IN WITNESS WHEREOF, Owner and the City have executed this Agreement the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

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

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

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TEMPORARY CUL-DE-SAC
EASEMENT AGREEMENT

THIS TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT (Agreement), made this 13th day of September, 2010, between IGH Investment, LLC, a Minnesota limited liability company ("Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota ("City").

Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does grant and convey to the City, its successors and assigns, a temporary easement for street purposes over, under, across and through real property located in Dakota County, Minnesota, legally described as follows:

> That portion of Outlot P, Argenta Hills 2nd Addition, Dakota County, Minnesota, described as follows:
>
> [insert legal description],
>
> hereafter referred to as the "Easement Area".

EXEMPT FROM STATE DEED TAX

including the right of the City, its contractors, agents and servants to enter upon the Easement Area at all reasonable times for purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration purposes and all such purposes ancillary thereto, and to maintain the above Easement Area, any improvements and any underground pipes, conduits, or mains together with the right of City, its contractors, agents and servants to remove from the Easement Area trees, brush, undergrowth and other obstructions, as well as the right to deposit earthen materials in and upon the Easement Area.

This temporary easement shall expire when the City extends and constructs _____ Street and opens _____ Street for public vehicular traffic to the west into Outlot P, Argenta Hills 2nd Addition.

Within 30 days after expiration of this Easement, the City, at its own expense, will record with the Dakota County Recorder, a release of this Agreement.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants, which may have existed on, or which relate to the easement area or property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Developer, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute Chapter 466.

Landowner, for itself and its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and have good right to grant and convey the easement herein to said City.

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

IN WITNESS WHEREOF, Landowner and the City have executed this Agreement the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER
IGH INVESTMENT, LLC

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

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PERMANENT UTILITY, DRAINAGE AND STORM WATER PONDING EASEMENT FOR A PORTION OF OUTLOT R, ARGENTA HILLS 2ND ADDITION DAKOTA COUNTY, MINNESOTA

THIS EASEMENT, made, granted and conveyed this 13th day of September, 2010, between IGH Investment, LLC, a Minnesota limited liability company, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A**.

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, forever, a **permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, including, without limitation, the construction, maintenance, repair and replacement of utilities and storm water ponding, drainage, collection and control facilities**, under, over, across, through and upon the following described premises (the Easement Area) situated within Dakota County, Minnesota, to-wit:

See the attached **Exhibit B**, incorporated herein by reference,

EXEMPT FROM STATE DEED TAX

The rights of the City include the right of the City, its contractors, agents and servants:

a.) to enter upon the Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, grading, sloping, and restoration relating to the purposes of this Easement; and

b.) to maintain the Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Easement Area or Landowner's property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, his successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's property described on Exhibit A and the Easement Area described on Exhibit B and has good right to grant and convey the permanent Easement herein to the City.

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

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

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

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EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

> Outlot R, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREA

A permanent easement for utilities, drainage, storm water ponding, storm water collection, storm water control improvements and for purposes and uses incident and related thereto, under, over, across, through and upon the following described property:

[insert legal description]

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 2, ARGENTA HILLS 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT (Easement Agreement), is made this 13th day of September, 2010, by and between IGH Investment, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

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

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

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

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

2. **Restrictions Relating to Vegetation**. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.

3. **Restrictions Relating to Structures**. No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.

4. **Restrictions Relating to Grade**. No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.

5. **Duration of Easement**. The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:

   a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
   b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
   c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.

6. **No Impairment of City Rights**. Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.

7. **City Remedies**. If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

   a) **Specific Performance**. The City may specifically enforce this Easement Agreement.

   b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within 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.

d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect**. This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City.

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

GRANTOR

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

L:\CLIENTS\810\81000\13000 - Pass Through\MGT Development, Inc. (McGough-Tradition Homes) - 13081\Argenta Hills 2nd Addition\Restrictive Use Easement (Lot 1, Block 2).doc

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

> Lot 1, Block 2, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A _____ foot wide permanent restrictive use easement over, under and across the following described property:

[insert legal description]

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 2, BLOCK 3, ARGENTA HILLS 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT (Easement Agreement), is made this 13th day of September, 2010, by and between IGH Investment, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

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

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

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

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

2. **Restrictions Relating to Vegetation**. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.

3. **Restrictions Relating to Structures**. No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.

4. **Restrictions Relating to Grade**. No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.

5. **Duration of Easement**. The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:

   a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
   b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
   c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.

6. **No Impairment of City Rights**. Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.

7. **City Remedies**. If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

   a) **Specific Performance**. The City may specifically enforce this Easement Agreement.

   b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within 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.

d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive 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 Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect**. This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City.

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

GRANTOR

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

> Lot 2, Block 3, Argenta Hills 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A _____ foot wide permanent restrictive use easement over, under and across the following described property:

[insert legal description]

AGREEMENT RELATING TO DEVELOPMENT OF OUTLOT P, ARGENTA HILLS 2ND ADDITION, DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and IGH Investment, LLC**,** a Minnesota limited liability company, (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 **Landowner.** "Landowner" means IGH Investment, LLC**,** a Minnesota limited liability company, and its successors and assigns in interest with respect to the Subject Land.

1.4 **Subject Land.** "Subject Land" means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit A.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Subject Land.

Recital No. 2. The Subject Land has been platted as part of the plat of Argenta Hills 2nd Addition.

Recital No. 3. The Subject Land constitutes an Outlot that cannot be developed until the Outlot is replatted.

Recital No. 4. The plat of Argenta Hills 2nd Addition also contains developable lots. The developable lots are Lots 1 through 4, Block 1, Lots 1 through 3, Block 2 and Lots 1 through 5, Block 3, Argenta Hills 2nd Addition.

Recital No. 5. The City has approved development plans for the plat. The development plans are identified on the attached Exhibit B.

Recital No. 6. In considering whether the developable lots within Argenta Hills 2nd Addition met the requirements of the City ordinances, the City considered the future development that will occur on Outlot P of Argenta Hills 2nd Addition after replatting. The development plans address the future development on Outlot P, Argenta Hills 2nd Addition. The development within the plat was considered as a whole and development features such as open space, pedestrian trail location, pedestrian trail access, density, storm water requirements, street location, computation of developable area, utility location, tree preservation, and landscaping, were determined for both Outlot P and the developable lots. If and when Outlot P is developed, then in order for the development to meet the ordinance requirements, Outlot P must be replatted and developed to conform to the development plans (Exhibit B).

ARTICLE 3
DEVELOPMENT TO CONFORM TO DEVELOPMENT PLANS

3.1 Compliance with Development plans. Unless the City approves alternate plans, all development within the Subject Land shall substantially conform to the development plans identified on Exhibit B.

3.2 Vested Rights. The City has determined that the development of the Subject Land is a staged and planned development within the meaning of Minn. Statutes § 462.358, subd. 3(c). Pursuant to Minn Statutes § 462.358, subd. 3(c), the City agrees that, so long as no developer default exists under the Development Contract for the Subject Land, then for ten (10) years from the date of this Agreement, the City will not without consent of the Landowner (which consent may be withheld in the sole and absolute discretion of Landowner), change any subdivision, platting or zoning ordinance or any other ordinance or regulation, including, without limitation, the City Code, applicable to the Subject Land with respect to any of the following:

a.) permitted, conditional and accessory uses;

b.) development density;

c.) lot size;

d.) lot layout;

e.) street dedication requirements;

f.) platting requirements.

Accordingly, during such ten (10) year period, the City shall approve all development of the Subject Land so long as such development is in substantial conformance with the development plans identified on Exhibit B. Notwithstanding the foregoing, the vested rights described in this Section 3.2 shall not apply to the amount of park dedication fees, utility connection fees, utility hook-up fees, building permit fees, or application fees with respect to the Subject Land.

ARTICLE 4
MISCELLANEOUS

4.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the parties and the successors and assigns of the parties. The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Landowner with respect to the Subject Land.

4.2 **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.

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

4.4 **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.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

IGH INVESTMENT, LLC

_____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

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EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Outlot P, Argenta Hills 2nd Addition, according to the plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.)		
2.)		
3.)		
4.)		
5.)		
6.)		
7.)		
8.)		
9.)		
10.)		

AGREEMENT RELATING TO PAYMENT OF NORTHWEST AREA UTILITY CONNECTION FEES AND HOOK-UP FEES FOR OUTLOT F, ARGENTA HILLS EXCEPT FOR THAT AREA PLATTED AS ARGENTA HILLS 2ND ADDITION

THIS AGREEMENT (Agreement) is made, entered into and effective this 13th day of September, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as 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 **Owner.** "Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **Remaining Land.** "Remaining Land" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.5 **Reduced Density**. "Reduced Density" means the 15 single-family lots that were contained within the preliminary development plans for the plat of Argenta Hills 2nd Addition, but not contained within the revised preliminary development plans for the plat of Argenta Hills 2nd Addition (including the future lots that will be re-platted in Outlots P, Q and R, Argenta Hills 2nd Addition).

1.6 **Northwest Area Utility Connection Fees**. "Northwest Area Utility Connection Fees" means the water, sanitary sewer and stormwater system connection fees for the Northwest Area payable at the time of plat and those also payable at the time of building permit issuance, as

prescribed by City ordinance and as amended from time to time. Northwest Area Utility Connection Fees do not include Hook-up Fees or the M.C.E.S. SAC Unit Fee.

1.7 **Hook-up Fees**. "Hook-up Fees" means the following City fees:

- Water Treatment Plant Fee;
- Water Core Connection Fee;
- Sewer Core Connection Fee;

as prescribed by City ordinance and as amended from time to time. Hook-up Fees do not include the M.C.E.S. SAC Unit Fee.

1.8 **Payment Event**. "Payment Event" means the time when 80% or more of the acreage in the Remaining Land has been final platted for its end use purpose.

ARTICLE 2
RECITALS

Recital No. 1. Owner owns the Remaining Land.

Recital No. 2. At the time Outlot F, Argenta Hills was platted, the Owner agreed that Outlot F would be developed with a density as shown on the preliminary development plans approved by the City. The plat of Argenta Hills 2nd Addition is a re-plat of a portion of Outlot F, Argenta Hills. The preliminary development plans showed that the land contained within Argenta Hills 2nd Addition would have 60 residential lots. The revised preliminary development plans for the land contained within Argenta Hills 2nd Addition (including the future lots that will be re-platted in Outlots P, Q and R, Argenta Hills 2nd Addition) show 45 residential lots. The difference between the two development plans is that the density has decreased by 15 single family residential lots.

Recital No. 3. When the City structured the capital financing of its core facilities and the capital financing for sanitary sewer, water and storm sewer infrastructure in the Northwest Area, the City established Northwest Area Utility Connection Fees and Hook-up Fees premised on a development density that would provide sufficient funds to pay for such core facilities and infrastructure. A reduction in density lessens the amount of funds available to pay for core facilities and infrastructure.

Recital No. 4. To induce the City to preliminarily approve the revised development plans for the plat of Argenta Hills 2nd Addition (including the future lots that will be re-platted in Outlots P, Q and R, Argenta Hills 2nd Addition) the Owner has agreed that it will pay the Northwest Area Utility Connection Fees and Hook-up Fees for the Reduced Density, unless the future development of the Remaining Property contains a greater density or greater intensity of development than that originally approved at the time Outlot F, Argenta Hills was platted, so that the Reduced Density is overcome and made up by increased future density or greater intensity of development on the Remaining Property.

ARTICLE 3
PAYMENT FOR REDUCED DENSITY

3.1 Payment for Reduced Density. At the time of Payment Event, using the rates then in effect at the time of Payment Event, the City shall calculate the Northwest Area Utility Connection Fees and Hook-up Fees for all of the end use residential lots that have been finally platted and that are contained within Outlot F, Argenta Hills, including re-plats thereof, and including any final plat approved at the time of Payment Event. The result of this calculation is hereafter referred to as the "Actual Development Amount."

At the time of Payment Event, using the rates then in effect at the time of Payment Event, the City shall calculate the Northwest Area Utility Connection Fees and Hook-up Fees for all of the end use residential lots that were shown in the original development plans for Outlot F, Argenta Hills, with respect to the area that the Owner has developed by the time of the Payment Event (including any final plat approved at the time of the Payment Event). The result of this calculation is hereafter referred to as the "Proposed Development Amount."

If the Proposed Development Amount is more than the Actual Development Amount, the Actual Development Amount shall be subtracted from the Proposed Development Amount and Owner shall pay the City the difference at the time of Payment Event.

3.2 No Approval of Changes On Remaining Land. Nothing contained in this Agreement shall be deemed to be or construed to be an approval by the City of any changes to the original approved development plans for the Remaining Land. Nothing contained in this Agreement shall be deemed to be any suggestion that the City is obligated to make or to approve changes from the original approved development plans for the Remaining Land with respect to density, zoning, intensity of use, open space, computation of developable area, pedestrian trail location, pedestrian trail access, storm water requirements, street location, utility location, tree preservation, landscaping or any other development features.

Nothing contained in this Agreement shall be deemed to be or construed to be an amendment of that certain Agreement Relating to Development of Outlots C, D, E and F of Argent Hills, Dakota County, Minnesota, between the parties, dated May 30, 2008, and recorded as Document No. 2602705 with the Dakota County Recorder.

ARTICLE 4
CITY'S COVENANTS

4.1 Compliance with Development Contract. The City agrees that if Owner executes this Agreement and complies with the other conditions contained in the Development Contract between the parties of even date herewith relating to the plat of Argenta Hills 2nd Addition, then the City will allow the Owner to begin the Developer Improvements identified in the Development Contract.

ARTICLE 5
MISCELLANEOUS

5.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Remaining Land 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 Owner in the Remaining Land acquired by the Owner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

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

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

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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 reminder of this page has been intentionally left blank.]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 13th day of September, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 in behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2010, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of IGH Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of IGH Investment, LLC by authority of the Boards of Governors of IGH Investment, LLC.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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

EXHIBIT A
LEGAL DESCRIPTION OF REMAINING LAND

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

> Outlot F, Argenta Hills, except that portion of Outlot F, Argenta Hills platted as Argenta Hills 2nd Addition.

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
ROLLIN H. CRAWFORD
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
◇JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. MOHR
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCAULEY NASON

HAROLD LEVANDER
1910-1992

ARTHUR GILLEN
RETIRED

*ALSO ADMITTED IN WISCONSIN
◇ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **September 9, 2010**
RE: **Adjustments to Letter of Credit for the Plat of Argenta Hills - September 13, 2010, City Council Meeting**

Section 1. **Background.** This matter is on the Agenda for September 13, 2010. The City of Inver Grove Heights (City) and IGH Investments, LLC (Developer) entered into a Development Contract For Plat of Argenta Hills dated May 30, 2008, and recorded as Document No. 2602700 with the Dakota County Recorder (the Development Contract).

Pursuant to the Development Contract, the Developer filed with the City a Letter of Credit issued by Tradition Bank in the amount of $1,100,000 (the Letter of Credit) to secure compliance by the Developer with the warranties relating to the Developer Public Improvements, landscaping, erosion control and other matters covered by the warranties as identified in Section 1.20 (H) of the Development Contract (Developer Warranties).

Pursuant to Section 15.1 of the Development Contract, the Developer also posted a separate "Setaside Letter" for $6,123,079 issued by Tradition Bank to secure performance of the Developer with respect to the Developer Improvements identified on Exhibit F of the Development Contract.

In 2008 and 2009, a substantial amount of the Developer Improvements identified on Exhibit F to the Development Contract were constructed and completed. Pursuant to Section 4.1 of the Development Contract, the Developer requested an extension of time to complete such Developer Improvements and the City granted the extension due to the delay in the Target Store project.

Under Section 1.20 (H) of the Development Contract, the warranty period for the work performed by the Developer is for a period of two years after completion and acceptance of the work (Warranty Period). The City has not accepted the work under Section 8.5 of the Development Contract because not all the work has been completed due to the extension of time that the

Developer requested. Thus, the two year Warranty Period has not as yet commenced. The work that has been performed has been inspected by the City and appears to comply with the specifications and requirements of the Development Contract. There has not been any Developer Default under the Development Contract. The Developer has complied with any requests from the City for corrective action with respect to erosion control, construction site clean-up and general maintenance of the platted lands.

A year or more has expired from the time that the Developer performed the work.

In light of the passage of time, the fact that the work has been inspected and the compliance by the Developer with any requests that have been made by the City to date, the Developer has asked the City to allow the Letter of Credit to be reduced to $400,000 upon condition that the Developer also post with the City a maintenance bond of $1,500,000 (the Maintenance Bond). Both the Letter of Credit and the Maintenance Bond would secure compliance by the Developer with the Developer Warranties through the entire Warranty Period.

The amount of the original work to be performed under the Development Contract was $6,123,079. The Setaside Letter was for $6,123,079. The Letter of Credit for the Developer Warranties was $1,100,000. The Letter of Credit represented about 18% of the cost of the work. The remaining work to be done is about $2,000,000. The adjusted Letter of Credit of $400,000 is about 20% of this amount. The Maintenance Bond of $1,500,000 would be in addition to the adjusted Letter of Credit. The adjusted Letter of Credit ($400,000) and the Maintenance Bond ($1,500,000) would provide a total of $1,900,000 of coverage for the warranty period. This is about equal to the amount of work that needs to be done.

The City Engineer has indicated that the adjusted Letter of Credit coupled with the Maintenance Bond is adequate for the Warranty Period in light of the fact that a substantial amount of the work has been done and over the passage of time there has not occurred any problems with the work.

It appears reasonable to allow reduction of the Letter of Credit to $400,000 upon condition that a Maintenance Bond also be filed in the amount of $1,500,000.

Section 2. **Requested Action**. The Council is asked to consider the attached Resolution Approving Adjustments to the Letter of Credit and Maintenance Bond Relating to Developer Warranties Under the Development Contract for the Plat of Argenta Hills.

RESOLUTION NO. _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION APPROVING ADJUSTMENTS TO THE LETTER OF CREDIT AND MAINTENANCE BOND RELATING TO DEVELOPER WARRANTIES UNDER THE DEVELOPMENT CONTRACT FOR THE PLAT OF ARGENTA HILLS

WHEREAS, the City of Inver Grove Heights (City) and IGH Investments, LLC (Developer) entered into a Development Contract For Plat of Argenta Hills dated May 30, 2008, and recorded as Document No. 2602700 with the Dakota County Recorder (the Development Contract);

WHEREAS, pursuant to the Development Contract, the Developer filed with the City a Letter of Credit issued by Tradition Bank in the amount of $1,100,000 (the Letter of Credit) to secure compliance by the Developer with the warranties relating to the Developer Public Improvements, landscaping, erosion control and other matters covered by the warranties as identified in Section 1.20 (H) of the Development Contract (Developer Warranties);

WHEREAS, pursuant to Section 15.1 of the Development Contract, the Developer also posted a separate "Setaside Letter" for $6,123,079 issued by Tradition Bank to secure performance of the Developer with respect to the Developer Improvements identified on Exhibit F of the Development Contract;

WHEREAS, in 2008 and 2009, a substantial amount of the Developer Improvements identified on Exhibit F to the Development Contract were constructed and completed. Pursuant to Section 4.1 of the Development Contract, the Developer requested an extension of time to complete such Developer Improvements and the City granted the extension due to the delay in the Target Store project;

WHEREAS, under Section 1.20 (H) of the Development Contract, the warranty period for the work performed by the Developer is for a period of two years after completion and acceptance of the work (Warranty Period). The City has not accepted the work under Section 8.5 of the Development Contract because not all the work has been completed due to the extension of time that the Developer requested. Thus, the two year Warranty Period has not as yet commenced. The work that has been performed has been inspected by the City and appears to comply with the specifications and requirements of the Development Contract. There has not been any Developer Default under the Development Contract. The Developer has complied with any requests from the City for corrective action with respect to erosion control, construction site clean-up and general maintenance of the platted lands.

WHEREAS, a year or more has expired from the time that the Developer performed the work.

WHEREAS, in light of the passage of time, the fact that the work has been inspected and the compliance by the Developer with any requests that have been made by the City to date, the Developer has asked the City to allow the Letter of Credit to be reduced to $400,000 upon condition that the Developer also post with the City a maintenance bond of $1,500,000 (the Maintenance Bond). Both the Letter of Credit and the Maintenance Bond would secure compliance by the Developer with the Developer warranties through the entire Warranty Period.

WHEREAS, the amount of the original work to be performed under the Development Contract was $6,123,079. The Setaside Letter was for $6,123,079. The Letter of Credit for the Developer Warranties was $1,100,000. The Letter of Credit represented about 18% of the cost of the work. The remaining work to be done is about $2,000,000. The adjusted Letter of Credit of $400,000 is about 20% of this amount. The Maintenance Bond of $1,500,000 would be in addition to the adjusted Letter of Credit. The adjusted Letter of Credit ($400,000) and the Maintenance Bond ($1,500,000) would provide a total of $1,900,000 of coverage for the Warranty Period. This is about equal to the amount of work that needs to be done.

WHEREAS, the City Engineer has indicated that the adjusted Letter of Credit coupled with the Maintenance Bond is adequate for the Warranty Period in light of the fact that a substantial amount of the work has been done and over the passage of time there has not occurred any problems with the work.

WHEREAS, it appears reasonable to allow reduction of the Letter of Credit to $400,000 upon condition that a Maintenance Bond also be filed in the amount of $1,500,000.

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

1.) With respect to the warranty Letter of Credit of $1,100,000 filed pursuant to Section 15.1 of the Development Contract, the Council hereby authorizes and approves a reduction of that Letter of Credit to $400,000 upon the Developer first filing with the City a Maintenance Bond for $1,500,000. The adjusted Letter of Credit and Maintenance Bond shall secure compliance with the term of Section 8.4 and Section 1.20 (H) of the Development Contract relating to curing any breaches of warranties relating to Developer public improvements, landscaping and erosion control and other matters covered the warranties stated in Section 1.20 (H). The form of the Letter of Credit and the form of the Maintenance Bond are subject to the approval of the Director of Public Works and the City Attorney.

2.) The Letter of Credit shall not be reduced from $1,100,000 to $400,000 until an acceptable Maintenance Bond for $1,500,000 is filed with the City and has been approved by the Director of Public Works and the City Attorney.

Adopted by the City Council of the City of Inver Grove Heights this 13th day of September, 2010.

_____
George Tourville, Mayor

Attest:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM 7C

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Proposed 2011 Tax Levies and Proposed 2011 Budgets

Meeting Date:	September 13, 2010
Item Type:	Regular Agenda
Contact:	Ann Lanoue 651.450.2517
Prepared by:	Ann Lanoue, Finance Director
Reviewed by:	Ann Lanoue

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
x	Other – 2011 Budget

PURPOSE/ACTION REQUESTED

To approve resolutions adopting proposed 2011 tax levies and budgets and announce the date for the regularly scheduled meeting where the budget will be discussed.

SUMMARY

The City must adopt the proposed 2011 tax levies and proposed budgets on or before September 15, 2010. The tax levies and the date for the regularly scheduled public meeting where the budget will be discussed must be certified to Dakota County by the same date.

The budgets at this point are still proposed and may change during the forthcoming budget meetings and prior to final adoption in December. The General Fund Budget as proposed is 0.2% greater than the 2010 amended budget. This fund is mainly supported by the tax levy. The tax levies can be reduced, but not increased after the proposed levies have been certified.

The proposed budget was distributed to the City Council on August 6 and a study session was held on August 9. The proposed budget showed the tax levy at what we had estimated for levy limits plus special levies Police & Fire Salary & Benefits, PERA Employer Contribution, 2010 MVHC Loss and the various debt service levies. The General Fund Budget showed an increase of 0.7%. Council directed staff to remove the Assistant Fire Chief position and the increased hours and change in duties to create a Fire Inspector position as well as use the 2009 General Fund surplus of $313,500 along with contributions from the Community Projects Fund, City Facilities Fund, Host Community Fund and Closed Bond Fund to reduce the city-wide levy increase to 0%. The proposed city-wide tax levy we are requesting you approve achieves this goal. The changes in the General Fund reduce the increase to 0.2%.

We have now received updated information from Dakota County on our 2011 Fiscal Disparities and Tax Increment Financing values that impact the calculation of the tax rate. I have included Exhibit B, Proposed Tax Levy with a 0% increase; Exhibit C which calculates the estimated tax rate; and Exhibit D which show the impact to the properties we have been following. Also I have attached the Summary page for all the funds which we budget for.

In addition to approving the resolutions for the 2011 proposed tax levies and proposed budget the Council also needs to state the time and place of regularly scheduled meeting at which the budget and levy will be discussed and the final budget and levy determined. This meeting must be held after 6:00 p.m. between November 25 and December 28. The public must be allowed to speak. We are proposing this be done at the regularly scheduled meeting on December 13, 2010. Following the public hearing, the Council will be able to adopt the final budgets and tax levy. The final levy must be certified to Dakota County by December 28.

We will be discussing these budgets at several study meetings between now and the regularly scheduled public meeting where the budget will be discussed on December 13.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSED TAX LEVY FOR THE YEAR 2011

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a proposed tax levied upon taxable property in the City of Inver Grove Heights payable in 2011 for the following purposes in the following amounts:

General Operating Fund		$ 9,062,061
PERA Special Levy		79,000
Police & Fire Special Levy		4,779,900
2010 Aid Unallotment Special Levy		612,485
Bond Retirement:		
MN Armory Building Commission	$63,735	
City Share of Special Assessments	61,632	
G.O. PIR Bonds, 2002A	6,300	
G.O. Improvement Bonds, 2006A	85,300	
G.O. Public Safety Revenue, 2007	81,309	
Certificates of Indebtedness, 2007A	147,420	
Certificates of Indebtedness, 2008B	94,533	
G.O. Improvement Bonds, 2008A	4,582	
G.O. Capital Improvement Bonds, 2009A	379,539	
($1,122,211 less transfer of $179,861 to 2009A Bonds)		
Total Bond Retirement		942,350
Total Levy		$15,475,796

Adopted this 13th day of September, 2010, by the City Council of Inver Grove Heights.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume
Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSED WATERSHED MANAGEMENT TAXING DISTRICTS' TAX LEVIES FOR THE YEAR 2011

BE IT RESOLVED, BY THE CITY COUNCIL OF INVER GROVE HEIGHTS AS FOLLOWS: There is a proposed special property tax levied upon the taxable property within each of the following respective Watershed Management Taxing Districts (W.M.T.D.) in the City of Inver Grove Heights payable in 2011 for the following purposes in the following amounts:

Bond Retirement

Cuneen Trail W.M.T.D. G.O. Storm Water Refunding Bonds 2005D (Project No. 9501, Arbor Pointe Area Stormwater Pump/Lift)	$113,400
Simley Lake W.M.T.D. G.O. Storm Water Bonds 2002A (Project No. 1993-27, Cahill Ave.)	$43,600

Adopted this 13th day of September, 2010, by the City Council of Inver Grove Heights.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume
Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ADOPTING THE PROPOSED 2011 BUDGETS

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

The following proposed funds' Budgets for the City of Inver Grove Heights for fiscal year 2011 are hereby approved:

General Fund	$17,615,900
Recreation Fund	742,300
Community Center Fund	3,149,400
Water Fund	3,120,600
Sewer Fund	2,768,800
Golf Course Fund	2,325,800
Risk Management Fund	672,300
Central Equipment Fund	1,814,400
Central Stores Fund	157,700
City Facilities Fund	368,700
Management Information Systems Fund	411,500

Adopted this 13th day of September, 2010, by the City Council of Inver Grove Heights.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume
Deputy Clerk

CITY OF INVER GROVE HEIGHTS
2011 BUDGET
PROPOSED TAX LEVY
0% CITY-WIDE INCREASE

	2008 Adopted	2009 Adopted	2010 Adopted	2011 Estimated Tax Levy	2010 - 2011 Percent Change	2010 - 2011 $ Change
Operating Levies -						
General Tax Levy (subject to Levy Limit)	8,780,711	9,065,817	9,217,316	9,550,561 *	3.62%	333,245
Levy Reductions:						
Community Projects Fund			*(65,000)*	***(65,000)***	0.00%	-
City Facilities Fund			*(50,000)*	***(50,000)***	0.00%	-
Host Community Fund			*(60,000)*	***(60,000)***	0.00%	-
WMO costs to Storm Water Utility			*(31,000)*		-100.00%	31,000
						-
						-
						-
2009 General Fund Surplus				***(313,500)***	100.00%	(313,500)
Levies Outside of Levy Limits -						
Police & Fire Salary & Benefits	4,896,500	5,259,100	4,529,100	4,779,900	5.54%	250,800
PERA Employer Contribution	52,900	67,700	73,100	79,000	8.07%	5,900
2008 Aid Unallotment			263,211	-	-100.00%	(263,211)
2009 Aid Unallotment			510,860	-	-100.00%	(510,860)
2010 Aid Unallotment				**612,485**	100.00%	612,485
Subtotal Operating Levies	13,730,111	14,392,617	14,387,587	14,533,446	1.01%	145,859
Debt Levies						
1993B City portion of WMTD Bonds	4,935	-	-	-	0.00%	-
1993A G.O. Improvement Bonds	81,000	-	-	-	0.00%	-
MN Armory Bldg Comm.	63,735	63,735	63,735	63,735	0.00%	-
City Share of Assessments	80,000	69,847	66,681	61,632	-7.57%	(5,049)
2002A PIR Bonds	-	-	5,200	6,300	21.15%	1,100
2006A G.O. Improvement Bonds	84,300	84,600	84,900	85,300	0.47%	400
2006B Certificates of Indebtedness	336,900	313,206	338,600	-	-100.00%	(338,600)
2007 G.O. Public Safety Revenue	-	-	81,480	81,309	-0.21%	(171)
2007A Certificates of Indebtedness	151,976	141,960	142,170	147,420	3.69%	5,250
2008B Certificates of Indebtedness	151,439	146,300	91,698	94,533	3.09%	2,835
2008A G.O. Improvement Bonds	-	-	11,545	4,582	-60.31%	(6,963)
2009A G.O. Capital Improvement Bonds	-	-	404,200	577,400	42.85%	173,200
(Contribution from Closed Bond Fund for Reduction to 2009A Debt Levy)			*(202,000)*	***(179,861)***	100.00%	22,139
Subtotal City-wide Debt Levies	954,285	819,648	1,088,209	942,350	-13.40%	(145,859)
City-Wide Levies	14,684,396	15,212,265	15,475,796	**15,475,796**	**0.00%**	-
WMTD Levies -						
1993B Storm Water Bonds						
70th Street	17,115	-	-	-	0.00%	-
1998B Storm Water Bonds						
Skyline Village	65,864	63,208	60,494	-	0.00%	(60,494)
2002A Storm Water Bonds						
Simley Lake	40,500	41,700	42,100	43,600	3.56%	1,500
2005D Storm Water Refunding Bonds						
Cuneen Trail/College Trail	101,000	103,800	111,600	113,400	1.61%	1,800
	224,479	208,708	214,194	157,000	-26.70%	(57,194)
Total	14,908,875	15,420,973	15,689,990	15,632,796	-0.36%	(57,194)
* Levy Limit Amount	8,780,711	9,141,442	9,303,905	9,550,561	2.65%	246,656

CITY OF INVER GROVE HEIGHTS
2010 BUDGET
COMPARISON OF 2008, 2009, 2010 ACTUALS AND 2011 ESTIMATED
CITY TAX CAPACITY RATES

	FINAL PAY 2008	FINAL PAY 2009	FINAL PAY 2010	Estimated Tax Rate To Keep Tax Levy the Same as 2010 ESTIMATED PAY PAY 2011	Estimated Tax Levy At Levy Limits ESTIMATED PAY PAY 2011
TOTAL TAX CAPACITY	$40,698,637	$41,493,816	$38,716,047	$36,725,447	$36,725,447
LESS: TAX INCREMENT	(2,249,070)	(2,341,225)	(2,195,958)	(2,054,313)	(2,054,313)
LESS: FISCAL DISPARITIES CONTRIBUTION	(3,105,044)	(3,420,538)	(3,745,086)	(3,792,994)	(3,792,994)
NET CITY TAX CAPACITY	$35,344,523	$35,732,053	$32,775,003	$30,878,140	$30,878,140
GROSS CITY-WIDE TAX LEVY	$14,684,396	$15,212,265	$15,475,796	$15,475,796	$16,231,028
LESS CITY-WIDE FISCAL DISPARITIES DISTRIBUTION	(1,544,852)	(1,759,001)	(1,892,593)	(2,222,621)	(2,222,621)
NET CITY-WIDE TAX LEVY	$13,139,544	$13,453,264	$13,583,203	$13,253,175	$14,008,407
CITY TAX CAPACITY RATE	0.37403	0.37878	0.41757	0.42921	0.45367
RATE INCREASE (DECREASE)			0.03879	0.01164	0.03610
PERCENT INCREASE (DECREASE) IN RATE			10.24%	2.79%	8.64%
CHANGE FROM 2010 TAX LEVY				$0	$1,018,763

ASSUMPTIONS:
(1) THE ESTIMATE OF TAX CAPACITY FOR 2010 IS DAKOTA COUNTY'S DATA AS OF 2/18/2010.
(2) THE FISCAL DISPARITIES INFORMATION IS FROM DAKOTA COUNTY AS OF AUGUST 11, 2010.
(3) THE TAX INCREMENT INFORMATION IS FROM DAKOTA COUNTY FOR 2011 TAX LEVY AS OF SEPTEMBER 2, 2010.

CITY OF INVER GROVE HEIGHTS
2011 BUDGET
Effects of Property Tax Changes on Selected Properties
For Estimated Pay 2011 Tax Levies

	2010		2011		Proposed Levy With Tax Levy $ Same as 2010	
	Tax Capacity	City Tax	Tax Capacity	% Change	2.79%	% Change
Residential	155,200	546.04	142,800	-7.99%	509.93	-6.61%
Residential	279,300	1,113.21	258,800	-7.34%	1,049.64	-5.71%
Business	601,100	2,899.19	583,200	-2.98%	2,826.35	-2.51%
Business	3,098,300	15,744.89	3,080,800	-0.56%	16,033.57	1.83%
Residential	407,500	1,699.12	383,400	-5.91%	1,633.60	-3.86%
Residential	370,800	1,531.39	349,000	-5.88%	1,472.38	-3.85%
Residential	2,592,000	13,007.31	2,462,400	-5.00%	12,674.57	-2.56%
Effect on Tax Levy:						
Dollars					$ -	
Percentage					0.00%	

City of Inver Grove Heights
Proposed General Fund Budget Summary *(With 0% City-Wide Tax Levy Increase)*
For Fiscal Year 2011

Account Description	Actual 2008	Actual 2009	2010 Amended Budget	Actual 7/31/10	Forecasted 2010	2011 Dept Request	2011 City Admin Recommended	Change	% Change
GENERAL FUND REVENUES									
TAX REVENUE	13,223,315	13,985,899	14,169,400	7,168,746	14,169,400	15,141,800	14,196,800	27,400	0.2%
LICENSES AND PERMITS	818,150	635,156	585,900	289,387	524,300	523,100	523,100	(62,800)	-10.7%
INTERGOVERNMENTAL	692,655	443,644	368,800	46,380	435,500	463,100	463,100	94,300	25.6%
CHARGES FOR SERVICES	1,142,479	1,087,582	966,200	570,093	938,500	865,200	865,200	(101,000)	-10.5%
FINES & PENALTIES	228,450	211,425	175,000	80,623	150,000	150,000	150,000	(25,000)	-14.3%
MISC. REVENUES	373,288	336,957	164,300	127,376	260,300	166,200	166,200	1,900	1.2%
OTHER SOURCES	652,425	650,000	913,000	913,000	913,000	938,000	938,000	25,000	2.7%
CONTRIBUTION FROM (TO) FUND BALANCE	-	-	245,100	-	(9,020)	(538,200)	313,500	68,400	27.9%
TOTAL GENERAL FUND REVENUES	17,130,762	17,350,663	17,587,700	9,195,605	17,381,980	17,709,200	17,615,900	28,200	0.2%
GENERAL FUND EXPENDITURES									
MAYOR-COUNCIL	239,727	320,431	229,900	146,615	225,900	230,900	230,900	1,000	0.4%
ADMINISTRATION	709,606	729,286	715,400	378,404	715,600	695,700	695,700	(19,700)	-2.8%
ELECTIONS	34,153	6,931	59,000	8,636	27,500	3,900	3,900	(55,100)	-93.4%
FINANCE	898,861	903,247	902,500	521,781	905,100	904,500	904,500	2,000	0.2%
COMMUNITY DEVELOPMENT	242,631	246,024	319,300	178,408	314,300	321,900	321,900	2,600	0.8%
PLANNING	370,736	398,652	367,900	183,187	361,150	339,100	339,100	(28,800)	-7.8%
INSPECTIONS	656,117	579,602	562,400	313,928	556,100	562,900	562,900	500	0.1%
POLICE	5,170,951	5,313,699	5,342,300	3,117,039	5,342,300	5,441,600	5,448,600	106,300	2.0%
FIRE	1,729,572	1,788,467	1,999,100	959,532	1,999,100	2,071,500	1,971,200	(27,900)	-1.4%
PUBLIC WORKS	461,903	463,548	277,500	179,728	286,200	292,800	292,800	15,300	5.5%
ENGINEERING	955,498	868,719	929,600	506,671	870,600	868,500	868,500	(61,100)	-6.6%
STREETS	1,824,507	1,757,369	2,314,300	1,185,520	2,314,530	2,314,600	2,314,600	300	0.0%
STREET LIGHTING	130,249	135,633	165,000	64,353	165,000	171,200	171,200	6,200	3.8%
PARKS	1,541,089	1,530,091	1,561,400	890,073	1,561,500	1,598,000	1,598,000	36,600	2.3%
CONTINGENCY	-	-	105,000	-	-	155,000	155,000	50,000	47.6%
TRANSFERS	1,975,631	1,995,417	1,737,100	1,547,892	1,737,100	1,737,100	1,737,100	-	0.0%
TOTAL GENERAL FUND EXPENDITURES	16,941,231	17,037,116	17,587,700	10,181,767	17,381,980	17,709,200	17,615,900	28,200	0.2%
NET REVENUES OVER EXPENDITURES	189,531	313,547	-	(986,162)	-	-	-		

City of Inver Grove Heights
Proposed 2011 Budget

Recreation Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
	Charges for Services	222,058	246,194	228,900	122,699	230,000	247,800	247,800
	Miscellanous Revenues	23,544	14,096	7,000	9,155	17,830	8,000	8,000
	Other Sources	490,200	458,500	502,500	155,067	463,570	486,500	486,500
	Total Revenues	**735,802**	**718,790**	**738,400**	**286,920**	**711,400**	**742,300**	**742,300**
	Personnel	538,966	524,558	492,500	157,478	492,050	508,900	508,900
	Prof/Tech Services	34,995	40,852	38,200	3,389	38,200	39,600	39,600
	Purch. Svcs - Prop/Equipment	48,915	47,770	75,000	16,413	54,300	58,100	58,100
	Other Purchased Sevices	33,131	32,846	38,800	11,561	35,200	38,700	38,700
	Supplies	69,419	71,820	88,200	20,724	82,400	91,300	91,300
	Other Expenses/Expenditures	10,140	10,143	5,700	4,797	9,250	5,700	5,700
	Capital Outlay	10,000	0	0	0	0	0	0
	Total Expenses	**745,567**	**727,988**	**738,400**	**214,362**	**711,400**	**742,300**	**742,300**

City of Inver Grove Heights
Proposed 2011 Budget

Community Center Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
	Administration Charges	37,300	38,400	38,400	12,800	38,400	38,400	38,400
	Charges for Services	1,932,107	1,946,193	1,947,500	646,738	1,879,900	1,943,700	1,943,700
	Miscellanous Revenues	149,139	277,890	121,200	15,801	121,600	125,200	125,200
	Other Sources	545,040	439,345	517,600	0	396,200	1,042,100	1,042,100
	Total Revenue	**2,663,586**	**2,701,828**	**2,624,700**	**675,339**	**2,436,100**	**3,149,400**	**3,149,400**
	Personnel	1,545,551	1,542,417	1,547,900	477,424	1,444,100	1,561,700	1,561,700
	Prof/Tech Services	32,624	35,443	2,900	355	3,500	8,700	8,700
	Purch. Svcs - Prop/Equipment	645,429	590,647	610,300	172,899	609,800	617,000	617,000
	Other Purchased Sevices	107,535	98,994	117,000	28,389	96,500	111,400	111,400
	Supplies	201,491	161,397	182,600	93,171	186,800	186,600	186,600
	Other Expenses/Expenditures	31,386	26,579	27,600	4,785	26,700	27,800	27,800
	Purchases	61,830	44,410	39,000	5,024	13,800	9,200	9,200
	Capital Outlay	28,656	157,772	97,400	14,375	54,900	627,000	627,000
	Total Expenses	**2,654,501**	**2,657,659**	**2,624,700**	**796,422**	**2,436,100**	**3,149,400**	**3,149,400**

City of Inver Grove Heights
Proposed 2011 Budget

Water Utility Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
Revenues		374,114	147,902	100,000	0	100,000	100,000	100,000
Special Assessments		(8,524)	22,285	0	0	0	0	0
Utility Revenues		2,927,775	2,977,914	2,993,400	706,715	2,993,630	3,111,400	3,111,400
Other Sources		6,449,337	24,320	(57,900)	0	(61,130)	(90,800)	(90,800)
Total Revenues		**9,742,703**	**3,172,421**	**3,035,500**	**706,715**	**3,032,500**	**3,120,600**	**3,120,600**
Personnel		441,539	423,193	474,600	144,191	474,600	474,100	474,100
Prof/Tech Services		62,258	57,104	74,700	23,574	69,700	74,700	74,700
Purch. Svcs - Prop/Equipment		671,475	656,449	682,300	167,723	682,000	671,900	671,900
Other Purchased Sevices		47,410	45,781	51,100	12,936	51,400	51,100	51,100
Supplies		98,401	100,168	106,700	39,143	108,700	106,700	106,700
Other Expenses/Expenditures		953,336	1,026,168	964,700	320,801	964,700	1,038,500	1,038,500
Cost of Sales		9,520	3,887	30,000	5,139	30,000	30,000	30,000
Transfers		1,520,141	1,838,872	651,400	539,968	651,400	673,600	673,600
Total Expenses		**3,804,079**	**4,151,623**	**3,035,500**	**1,253,477**	**3,032,500**	**3,120,600**	**3,120,600**

City of Inver Grove Heights
Proposed 2011 Budget

Sewer Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
	Miscellanous Revenues	189,482	82,281	75,000	0	75,000	75,000	75,000
	Utility Revenues	2,598,373	2,662,849	2,557,000	873,035	2,557,000	2,645,600	2,645,600
	Other Sources	2,175,987	5,243,941	(3,900)	0	92,300	48,200	48,200
	Total Revenues	**4,963,841**	**7,989,071**	**2,628,100**	**873,035**	**2,724,300**	**2,768,800**	**2,768,800**
	Personnel	292,084	292,739	297,500	98,532	297,500	295,900	295,900
	Prof/Tech Services	128	188	200	48	200	200	200
	Purch. Svcs - Prop/Equipment	1,596,015	1,664,916	1,744,000	777,596	1,769,200	1,815,100	1,815,100
	Other Purchased Sevices	8,684	7,824	8,200	3,388	8,000	8,200	8,200
	Supplies	16,495	12,627	20,700	6,123	20,700	20,700	20,700
	Other Expenses/Expenditures	546,186	628,630	557,500	185,814	628,700	628,700	628,700
	Transfers	0	587	0	0	0	0	0
	Total Expenses	**2,459,592**	**2,607,511**	**2,628,100**	**1,071,502**	**2,724,300**	**2,768,800**	**2,768,800**

City of Inver Grove Heights
Proposed 2011 Budget

Golf Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
	Charges for Services	1,475,051	1,408,208	1,664,000	173,767	1,400,300	1,541,600	1,541,600
	Miscellanous Revenues	32,666	12,361	5,000	0	5,000	5,000	5,000
	Other Sources	11,072	0	539,300	0	755,200	779,200	779,200
	Total Revenue	**1,518,789**	**1,420,569**	**2,208,300**	**173,767**	**2,160,500**	**2,325,800**	**2,325,800**
	Personnel	906,319	913,271	928,200	204,035	928,400	924,900	924,900
	Prof/Tech Services	6,130	1,746	300	93	300	300	300
	Purch. Svcs - Prop/Equipment	97,078	86,106	109,100	30,830	109,100	105,200	105,200
	Other Purchased Services	89,877	94,262	126,000	36,195	126,900	120,500	120,500
	Supplies	173,858	159,203	185,300	54,612	171,600	171,800	171,800
	Other Expenses/Expenditures	286,172	256,796	248,600	80,538	251,100	292,200	292,200
	Cost of Sales	113,272	108,289	119,300	50,647	114,100	119,300	119,300
	Purchases	(5,613)	(3,053)	0	0	0	0	0
	Capital Outlay	0	0	32,500	22,466	0	60,000	60,000
	Debt Service	127,363	238,781	459,000	0	459,000	458,800	458,800
	Transfers	0	0	0	0	0	72,800	72,800
	Total Expenses	**1,794,456**	**1,855,401**	**2,208,300**	**479,415**	**2,160,500**	**2,325,800**	**2,325,800**

City of Inver Grove Heights
Proposed 2011 Budget

Risk Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
	Charges for Service	642,800	585,200	585,200	351,733	585,200	585,200	585,200
	Miscellanous Revenues	84,325	72,791	15,000	0	15,000	15,000	15,000
	Other Sources	0	0	83,900	0	86,200	72,100	72,100
	Total Revenues	**727,125**	**657,991**	**684,100**	**351,733**	**686,400**	**672,300**	**672,300**
	Personnel	15,033	15,075	14,900	4,238	14,900	14,900	14,900
	Prof/Tech Services	4	11	0	3	0	0	0
	Other Purchased Services	578,402	574,007	640,900	394,621	608,200	629,100	629,100
	Supplies	108	0	3,300	0	3,300	3,300	3,300
	Other Expenses/Expenditures	72,915	29,821	25,000	33,755	60,000	25,000	25,000
	Total Expenses	**666,463**	**618,915**	**684,100**	**432,617**	**686,400**	**672,300**	**672,300**

City of Inver Grove Heights
Proposed 2011 Budget

Ctrl Equipment Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
Total Revenues		**3,431,475**	**2,384,973**	**1,986,900**	**751,821**	**1,983,300**	**1,814,400**	**1,814,400**
Personnel		258,388	269,102	304,400	101,209	304,400	302,900	302,900
Prof/Tech Services		0	0	0	2	0	0	0
Purch. Svcs - Prop/Equipment		266,431	248,751	331,000	99,810	331,000	332,000	332,000
Other Purchased Sevices		11,705	13,197	17,200	4,175	15,400	15,400	15,400
Supplies		334,980	228,212	275,300	66,137	273,500	276,100	276,100
Other Expenses/Expenditures		681,772	635,725	700,000	233,333	700,000	700,000	700,000
Capital Outlay		0	0	171,000	4,175	171,000	0	0
Other Expenses/Expenditures		0	0	188,000	0	188,000	188,000	188,000
Total Expenses		**1,553,276**	**1,394,986**	**1,986,900**	**508,842**	**1,983,300**	**1,814,400**	**1,814,400**

City of Inver Grove Heights
Proposed 2011 Budget

Central Stores Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
Revenues Total		**159,797**	**157,803**	**150,500**	**50,400**	**156,700**	**157,700**	**157,700**
Personnel Total		6,846	7,157	7,500	2,232	7,500	7,500	7,500
Purch. Svcs - Prop/Equipment Total		12,503	24,692	17,800	7,759	24,000	25,000	25,000
Supplies Total		40,223	38,086	61,700	8,832	61,700	61,700	61,700
Other Expenses/Expenditures Total		11,980	6,290	13,500	4,500	13,500	13,500	13,500
Capital Outlay Total		0	0	50,000	0	50,000	50,000	50,000
Expenses Total		**71,551**	**76,225**	**150,500**	**23,323**	**156,700**	**157,700**	**157,700**

City of Inver Grove Heights
Proposed 2011 Budget

City Facilities Summary

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
Revenues		363,754	354,817	350,900	113,633	350,900	350,900	350,900
Miscellanous Revenues		309	0	0	0	0	0	0
Other Sources		0	0	79,800	0	30,800	17,800	17,800
Total Revenues		**364,063**	**354,817**	**430,700**	**113,633**	**381,700**	**368,700**	**368,700**
Personnel		70,886	72,471	66,000	22,575	67,500	66,200	66,200
Prof/Tech Services		58,465	6,489	51,000	0	0	0	0
Purch. Svcs - Prop/Equipment		103,104	85,477	98,900	27,368	99,400	69,700	69,700
Other Purchased Services		75,821	68,455	72,400	19,986	72,400	72,400	72,400
Supplies		10,852	19,361	13,400	4,014	13,400	13,400	13,400
Other Expenses/Expenditures		80,979	96,580	79,000	26,333	79,000	97,000	97,000
Transfers		0	54,345	50,000	0	50,000	50,000	50,000
Total Expenses		**400,107**	**403,179**	**430,700**	**100,276**	**381,700**	**368,700**	**368,700**

City of Inver Grove Heights

Mgmt Info Sys Summary

Proposed 2011 Budget

Account Number	Account Description	2008 Actual	2009 Actual	2010 Amended Budget	04/30/10 Actual	2010 Forecast	2011 Department Request	2011 City Admin Recommended
Total Revenues		**348,792**	**315,021**	**376,400**	**100,067**	**370,915**	**411,500**	**411,500**
Personnel		153,901	88,296	175,500	23,059	148,300	182,800	182,800
Property & Equipment		24,437	86,636	30,000	12,937	30,000	60,000	60,000
Purch. Svcs - Prop/Equipment		10,220	40,010	28,100	2,033	28,100	28,100	28,100
Other Purchased Sevices		1,612	2,388	7,500	162	7,500	7,500	7,500
Supplies		112,633	145,409	81,800	19,665	94,200	102,100	102,100
Other Expenses/Expenditures		11,291	11,449	53,500	17,833	15,000	15,000	15,000
Capital Outlay		0	0	0	47,815	47,815	16,000	16,000
Total Expenses		**314,093**	**374,188**	**376,400**	**123,506**	**370,915**	**411,500**	**411,500**

AGENDA ITEM 7D

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Resolutions Awarding the Sale of General Obligation Sewer Revenue Bonds, Series 2010A; General Obligation Improvement Bonds, Series 2010B; and General Obligation Refunding Bonds, Series 2010C

Meeting Date:	September 13, 2010
Item Type:	Regular Agenda
Contact:	Ann Lanoue – 651.450.2517
Prepared by:	Ann Lanoue, Finance Director
Reviewed by:	Ann Lanoue

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve resolutions awarding the sale of $6,935,000 General Obligation Sewer Revenue Bonds, Series 2010A; $4,975,000 General Obligation Improvement Bonds, Series 2010B; and $925,000 General Obligation Refunding Bonds, Series 2010A

SUMMARY

At the August 9, 2010 meeting the City Council authorized the sale of three bond issues:

1. $6,935,000 General Obligation Sewer Revenue Bonds, Series 2010A, which will be used to complete the financing of the extension of sewer into the Northwest Area of the City. Approximately 50% of the project was financed in 2007 when the construction of this project began and this issue will finance the remainder of the project costs.

2. $4,975,000 General Obligation Improvement Bonds, Series 2010B, which will be used to finance the South Grove Area 5 Street Reconstruction Project (Project 2010-09D).

3. $925,000 General Obligation Refunding Bonds, Series 2010C, which will be used to effect a current refunding of the City's $3,975,000 General Obligation Permanent Improvement and Watershed Management Tax District Bonds, Series 2002A dated June 2, 2002.

A copy of the preliminary Official Statement dated September 2, 2010 was mailed to each member of the City Council. The resolutions awarding the sale of the bonds have been prepared by our bond attorneys, Kennedy and Graven, and are attached to this memo.

Ehlers and Associates have solicited bids for these bond issues. The bids are due to Ehlers by 11:00 a.m. CT on Monday, September 13, 2010. A representative of Ehlers and Associates will be present at the City Council meeting to present the bids and recommendations.

We currently have a AA bond rating from Standard and Poor's and have applied to Standard and Poor's for a rating on this bond issue.

I recommend that the City Council consider adopting the attached resolutions awarding the sale of the bonds as recommended by Ehlers and Associates.

Extract of Minutes of Meeting
of the City Council of the City of
Inver Grove Heights, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was duly held at City Hall on Monday, September 13, 2010, commencing at 7:30 P.M.

The following members were present:

and the following were absent:

* * * * * * * * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's $_____ General Obligation Sewer Revenue Bonds, Series 2010A.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in Exhibit A attached.

After due consideration of the proposals, Councilmember _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF $_____ GENERAL OBLIGATION SEWER REVENUE BONDS, SERIES 2010A; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council (the "City Council") of the City of Inver Grove Heights, Minnesota (the "City") as follows:

Section 1. Sale of Bonds.

1.01. Background. It is determined that:

(a) the City Engineer has recommended the construction of various extensions and improvements to the City's sanitary sewer system in the portion of the City known as the "Northwest Area" (the "Project");

(b) the City is authorized by Minnesota Statutes, Section 444.075, as amended, to finance all or a portion of the cost of the Project by the issuance of general obligation bonds of the City payable from net revenues of the sewer system; and

(c) it is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Sewer Revenue Bonds, Series 2010A (the "Bonds") in the total aggregate principal amount of $_____, pursuant to Minnesota Statutes, Sections 115.46, 444.075 and Chapter 475, as amended (collectively, the "Act") to provide financing for the Project.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the "Purchaser") to purchase the Bonds described in the Terms of Proposal thereof is found and determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of $_____, for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2014		2026	
2015		2027	
2016		2028	
2017		2029	
2018		2030	
2019		2031	
2020		2032	
2021		2033	
2022		2034	
2023		2035	
2024		2036	
2025			

1.03. Purchase Contract. The sum of $_____ being the amount proposed by the Purchaser in excess of $_____ shall be credited to the Debt Service Fund hereinafter created. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of

the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and the City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of $_____, originally dated October 6, 2010, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2014		2026	
2015		2027	
2016		2028	
2017		2029	
2018		2030	
2019		2031	
2020		2032	
2021		2033	
2022		2034	
2023		2035	
2024		2036	
2025			

1.05. Combined Maturities. The maturity schedule of the Bonds shall be combined with the maturity schedule of the City's $4,855,000 General Obligation Improvement Bonds, Series 2008A, which combined maturities conform to Section 475.54 of the Act.

1.06. Optional Redemption. The City may elect on February 1, 2019, and on any date thereafter to prepay Bonds due on or after February 1, 2020. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.07. Term Bonds. To be completed if Term Bonds are requested by the Purchaser.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds will be payable on February 1 and August 1 of each year, commencing August 1, 2011, to the registered owners of record thereof as of the

close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a

Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not fewer than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to registered owners, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar and Paying Agent. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. Subject to the further requirements of Section 4.06 hereof, on or before each principal or interest due date, without further order of this City Council, the City Finance Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in Section 3 hereof with such

changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Form. The Bonds will be printed or typewritten in substantially the form attached hereto as Exhibit B.

3.02. Approving Legal Opinion. The City Administrator will obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, bond counsel to the City, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Funds and Accounts; Pledges and Covenants.

4.01. Sewer Fund; Debt Service Fund. The City will continue to operate its Sewer Fund, to which will be credited all gross revenues of the sewer plant and system (the "Sewer System") and out of which will be paid all normal and reasonable expenses of current operations of the Sewer System. Any balance therein are deemed net revenues and will be transferred, from time to time, to a General Obligation Sewer Revenue Bonds, Series 2010A Debt Service Fund (the "Debt Service Fund") created in the Sewer Fund, which Debt Service Fund will be used only to pay principal of and interest on the Bonds and any other bonds similarly authorized. There will always be retained in the Debt Service Fund a sufficient amount to pay principal of and interest on all the Bonds, and the City Administrator must report any current or anticipated deficiency in the Debt Service Fund to the City Council. There is appropriated to the Debt Service Fund $_____, representing the amount over the minimum purchase price of the Bonds paid by the Purchaser, as described in Section 1.03 hereof.

4.02. Construction Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and costs of issuance paid pursuant to Section 5.03 hereof, together with any other funds appropriated for the Project, will be deposited in a separate fund of the City (the "Construction Fund"). Amounts in the Construction Fund will be disbursed solely to pay costs of the Project and costs of issuance of the Bonds to the extent not paid pursuant to Section 5.03 hereof. Any balance remaining in the Construction Fund after completion of the Project may be used for any other public use authorized by law or credited to the Debt Service Fund or other City debt service funds, all in accordance with Section 475.65 of the Act.

4.03. City Covenants. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) *Maintenance and Operation of System.* The City will continue to maintain and efficiently operate the Sewer System as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Sewer System accounts as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this Resolution.

(b) *Debt Service Fund Maintained as Separate Account.* The City will also maintain the Debt Service Fund as a separate account in the Sewer Fund and will cause money to be

credited thereto from time to time, out of net revenues from the Sewer System in sums sufficient to pay principal of and interest on the Bonds when due.

(c) *Books of Records and Accounts Relating to System.* The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the Sewer System and which will be open to inspection and copying by any bondholder, or the bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all bondholders upon request.

(d) *Persons Handling Revenues and Banks Receiving Deposits.* The City Council will cause persons handling revenues of the Sewer System to be bonded in reasonable amounts for the protection of the City and the bondholders and will cause the funds collected on account of the operations of the Sewer System to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) *Insurance.* The City Council will keep the Sewer System insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) *Performance of Duties.* The City and each and all of its officers will punctually perform all duties with reference to the Sewer System as required by law.

(g) *Pledge to Produce Revenues.* The City will impose and collect charges of the nature authorized by Sections 115.46 and 444.075 of the Act at the times and in the amounts required to produce net revenues adequate to pay all principal and interest when due on the Bonds and to create and maintain such reserves securing said payments as may be provided in this Resolution.

(h) *Payment of Deficiencies, if any.* The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in net revenues.

4.04. Debt Service Coverage. It is determined that the estimated collection of net revenues for the payment of principal and interest on the Bonds will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds and that no tax levy is needed at this time.

4.05. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this Resolution with the Director of Property Taxation and Records of Dakota County and to obtain the certificate required by Section 475.63 of the Act.

4.06. State Credit Enhancement. (a) Pursuant to Resolution No. 10-126, adopted by the City Council on August 9, 2010, the City Council authorized and directed City staff, financial advisers, and bond counsel to enter the City into a Credit Enhancement Program Agreement (the "Credit Agreement") with the Minnesota Public Facilities Authority (the "Authority"). Pursuant to Minnesota Statutes, Section 446A.086, as amended (the "Credit Enhancement Act"), the State of Minnesota, acting through the

Authority, may provide a guarantee of any deficiency of debt service payments on the Bonds. Pursuant to the Credit Enhancement Act, the City makes the following representations and covenants:

(i) the City will notify the Authority of any default or potential default in the payment of principal or interest due on the Bonds;

(ii) the City will deposit with the Registrar all payments of principal and interest due on the Bonds at least three business days prior to the payment due date;

(iii) the agreement the City enters into with the Registrar will include all provisions required by the Credit Enhancement Act; and

(iv) the City will comply with all provisions of the Credit Agreement and with the Credit Enhancement Act.

(b) Pursuant to Subdivision 3(b)(3) of the Credit Enhancement Act, the City acknowledges and agrees that the Registrar is required to inform the Minnesota Commissioner of Management and Budget and the Authority if the Registrar becomes aware of a default or potential default in the payment of principal or interest on the Bonds or if, on the day two business days before the date a payment is due on the Bonds, there are insufficient funds to make the payment on deposit with the Registrar.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any previously furnished, will be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator and the City Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses (other than amounts payable to Kennedy & Graven, Chartered as Bond Counsel to the City) to Bank of America, N.A., on the closing date for further distribution as directed by the City's financial adviser, Ehlers & Associates, Inc.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as

hereafter amended and made applicable to the Bonds. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exemption from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

6.02. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City (and all subordinate entities of the City) during 2010 will not exceed $30,000,000; and

(d) not more than $30,000,000 of obligations issued by the City during 2010 have been designated for purposes of Section 265(b)(3) of the Code.

6.03. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this Section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this Section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City and the Registrar will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of the Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes. The Registrar will pay all principal of, premium, if any, and interest on the Bonds only to

or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar.

7.03. Representation Letter. The City has previously executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and the Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owner in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this Resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted by the City Council of the City of Inver Grove Heights, Minnesota, this 13th day of September, 2010.

CITY OF INVER GROVE HEIGHTS, MINNESOTA

_____

Mayor

_____

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

PROPOSALS

EXHIBIT B

FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA $_____

STATE OF MINNESOTA

COUNTY OF DAKOTA

CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION SEWER REVENUE BOND, SERIES 2010A

Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	October 6, 2010	461219 ____

Registered Owner: Cede & Co.

The City of Inver Grove Heights, a duly organized and existing municipal corporation and political subdivision located in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of $_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2011, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are irrevocably pledged.

The City may elect on February 1, 2019, and on any date thereafter to prepay Bonds due on or after February 1, 2020. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The City Council of the City has designated the issue of Bonds of which this Bond forms a part as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the $30 million limit allowed by the Code for the calendar year of issue.

This Bond is one of an issue in the aggregate principal amount of $_____, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council of the City on September 13, 2010 (the "Resolution"), for the purpose of providing money to aid in financing various improvements to the

sanitary sewer system of the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 115.46, 444.075 and Chapter 475, as amended, and the principal hereof and interest hereon are payable primarily from the net revenues of the sewer plant and system of the City in a special debt service fund of the City, as set forth in the Resolution, to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council of the City has obligated itself to levy ad valorem taxes on all taxable property in the City in the event of any deficiency in net revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

IT IS CERTIFIED AND RECITED That in and by the Resolution, the City has covenanted and agreed that it will continue to own and operate its sewer plant and system free from competition by other like municipal utilities; that adequate insurance on said plant and system and suitable fidelity bonds on employees will be carried; that proper and adequate books of account will be kept showing all receipts and disbursements relating to the Sewer Fund, into which it will pay all of the gross revenues from the sewer plant and system; that it will also create and maintain a General Obligation Sewer Revenue Bonds, Series 2010A Debt Service Fund, into which it will pay, out of the net revenues from the sewer system, a sum sufficient to pay principal hereof and interest thereon when due; and that it will provide, by ad valorem tax levies, for any deficiency in required net sewer system revenues.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: _____

CITY OF INVER GROVE HEIGHTS, MINNESOTA

_____ (Facsimile) _____
City Administrator

_____ (Facsimile) _____
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

WELLS FARGO BANK,
National Association

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT MIN ACT _____ Custodian _____ (Cust) (Minor)	
TEN ENT -- as tenants by entireties	under Uniform Gifts or Transfers to Minors	
JT TEN -- as joint tenants with right of survivorship and not as tenants in common	Act . . . . . (State)	

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Officer of Registrar
	Cede & Co. Federal ID #13-2555119	

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.
)
CITY OF INVER GROVE)
HEIGHTS)

I, the undersigned, being the duly qualified and acting Administrator of the City of Inver Grove Heights, Minnesota, certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on September 13, 2010 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of $_____ General Obligation Sewer Revenue Bonds, Series 2010A of the City.

WITNESS My hand officially as such Administrator and the corporate seal of the City this _____ day of _____, 2010.

_____
City Administrator
City of Inver Grove Heights, Minnesota

(SEAL)

STATE OF MINNESOTA

COUNTY OF DAKOTA

DIRECTOR OF PROPERTY TAXATION AND RECORDS CERTIFICATE AS TO REGISTRATION WHERE NO AD VALOREM TAX LEVY

I, the undersigned Director of Property Taxation and Records of Dakota County, Minnesota, certify that a resolution adopted by the City Council of the City of Inver Grove Heights, Minnesota, on September 13, 2010, relating to General Obligation Sewer Revenue Bonds, Series 2010A, in the amount of $_____, dated October 6, 2010, has been filed in my office and said obligations have been registered on the register of obligations in my office.

WITNESS My hand and official seal this ____ day of _____, 2010.

_____
Director of Property Taxation and Records
Dakota County, Minnesota

(SEAL)

By_____
Deputy

Extract of Minutes of Meeting
of the City Council of the City of
Inver Grove Heights, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota, was duly held at City Hall on Monday, September 13, 2010, commencing at 7:30 P.M.

The following members were present:

and the following were absent:

* * * * * * * * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's $_____ General Obligation Improvement Bonds, Series 2010B.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in EXHIBIT A attached.

After due consideration of the proposals, Councilmember _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF $_____ GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2010B; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council (the "City Council") of the City of Inver Grove Heights, Minnesota (the "City") as follows:

Section 1. Sale of Bonds.

1.01 Background. It is determined that:

(a) the assessable public improvements known as the 2009 Pavement Management Program, City Project No. 2010-09D – Urban Street Reconstruction Project (South Grove Area 5) (the "Improvements") have been made, duly ordered or contracts let for the construction thereof, by the City pursuant to the provisions of Minnesota Statutes, Chapter 429, as amended; and

(b) it is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Improvement Bonds, Series 2010B (the "Bonds"), in the total aggregate principal amount of $_____, pursuant to Minnesota Statutes, Chapters 429 and 475, as amended (collectively, the "Act") to provide financing for the Improvements.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the "Purchaser") to purchase the Bonds described in the Terms of Proposal thereof is found and determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of $_____ for Bonds bearing interest as follows:

Year of Maturity	Interest Rate	Year of Maturity	Interest Rate
2013		2021	
2014		2022	
2015		2023	
2016		2024	
2017		2025	
2018		2026	
2019		2027	
2020			

1.03. Purchase Contract. The sum of $_____ being the amount proposed by the Purchaser in excess of $_____ shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the City Finance Director. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and the City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the total principal amount of $_____, originally dated October 6,

2010, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2013		2021	
2014		2022	
2015		2023	
2016		2024	
2017		2025	
2018		2026	
2019		2027	
2020			

1.05. Optional Redemption. The City may elect on February 1, 2018, and on any date thereafter to prepay Bonds due on or after February 1, 2019. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. Term Bonds. To be completed if Term Bonds are requested by the Purchaser.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2011, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than 60 and not fewer than

30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar and Paying Agent. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this City Council, the City Finance Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Finance Director will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in Exhibit B attached hereto with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Form. The Bonds will be printed or typewritten in substantially the form attached hereto as Exhibit B.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, bond

counsel to the City, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Funds and Accounts; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Improvement Bonds, Series 2010B Debt Service Fund (the "Debt Service Fund") herein created, and the proceeds of general taxes hereinafter levied (the "Taxes"), and special assessments (the "Assessments") levied or to be levied for the Improvements described in Section 1.01 are pledged to the Debt Service Fund. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Finance Director is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of Assessments and Taxes when collected. There is appropriated to the Debt Service Fund $_____, representing capitalized interest funded from Bond proceeds.

4.02. Construction Fund. The proceeds of the Bonds, less the appropriations made in Section 4.01, together with any other funds appropriated for the Improvements, will be deposited in a separate construction fund (the "Construction Fund"). Amounts in the Construction Fund will be disbursed to be used solely to pay costs of the Project and costs of issuance of the Bonds to the extent not paid pursuant to Section 5.03 hereof. Any balance remaining in the Construction Fund after completion of the Improvements may be used for any other public use authorized by law or credited to the Debt Service Fund or other City debt service funds, all in accordance with Section 475.65 of the Act.

4.03. City Covenants. It is determined that the Improvements will directly and indirectly benefit abutting property, and the City covenants with the holders from time to time of the Bonds as follows:

(a) The City has caused or will cause the Assessments for the Improvements to be promptly levied so that the first installment will be collectible not later than 2012 and will take all steps necessary to assure prompt collection, and the levy of the Assessments is authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Improvement financed wholly or partly from the proceeds of the Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Bonds and interest thereon when due.

(b) In the event of any current or anticipated deficiency in Assessments and Taxes, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.

(c) The City will keep complete and accurate books and records showing: receipts and disbursements in connection with the Improvements, Assessments and Taxes levied therefor and other funds appropriated for their payment, collections thereof and disbursements therefrom, money on hand and the balance of unpaid Assessments.

(d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.

4.04. Pledge of Tax Levy. It is determined that at least 20% of the cost of the Improvements will be specially assessed against benefited properties. For the purpose of paying the principal of and interest on the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other

general taxes of the City. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts attached hereto as Exhibit C.

4.05. Debt Service Coverage. It is determined that the estimated collections of Assessments and Taxes will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the City Finance Director may certify to the Director of Property Taxation and Records of Dakota County the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the Director of Property Taxation and Records of Dakota County will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Registration of Resolution. The City Administrator is authorized and directed to file a certified copy of this Resolution with the Director of Property Taxation and Records of Dakota County and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator and the City Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses (other than amounts payable to Kennedy & Graven, Chartered as Bond Counsel to the City) to Bank of America, N.A., on the closing date for further distribution as directed by the City's financial adviser, Ehlers & Associates, Inc.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any

exemption from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

6.02. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than any private activity bonds) which will be issued by the City (and all subordinate entities of the City) during 2010 will not exceed $30,000,000; and

(d) not more than $30,000,000 of obligations issued by the City during 2010 have been designated for purposes of Section 265(b)(3) of the Code.

6.03. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this Section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this Section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City and the Registrar will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of the Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of the Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Registrar will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this

Resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar.

7.03. Representation Letter. The City has previously executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this Resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively, in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be

discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted by the City Council of the City of Inver Grove Heights, Minnesota, this 13th day of September, 2010.

CITY OF INVER GROVE HEIGHTS, MINNESOTA

_____

Mayor

_____

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

PROPOSALS

EXHIBIT B

FORM OF BOND

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION IMPROVEMENT BOND, SERIES 2010B

Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	October 6, 2010	461219 ___

Registered Owner: Cede & Co.

The City of Inver Grove Heights, a duly organized and existing municipal corporation and political subdivision located in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns the principal sum of $_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2011, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are irrevocably pledged.

The City may elect on February 1, 2018, and on any date thereafter to prepay Bonds due on or after February 1, 2019. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify Depository Trust Company, New York, New York ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the $30 million limit allowed by the Code for the calendar year of issue.

This Bond is one of an issue in the aggregate principal amount of $_____, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council of the City on September 13, 2010 (the

"Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain local improvements in the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, as amended, and the principal hereof and interest hereon are payable from special assessments against property specially benefited by the local improvements and from ad valorem taxes for the City's share of the cost of the improvements, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council of the City has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments and taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: _____

CITY OF INVER GROVE HEIGHTS, MINNESOTA

_____(Facsimile)_____
City Administrator

_____(Facsimile)_____
Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

WELLS FARGO BANK,
National Association

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be constructed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT _____ Custodian _____
(Cust) (Minor)

under Uniform Gifts or Transfers to Minors

TEN ENT -- as tenants by entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Act . . . . . .
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Officer of Registrar
	Cede & Co. Federal ID #13-2555119	

EXHIBIT C

TAX LEVY SCHEDULE

YEAR *	TAX LEVY
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	

** Year tax levy collected.*

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.
)
CITY OF INVER GROVE)
HEIGHTS)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Inver Grove Heights, Minnesota, certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on September 13, 2010 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of $_____ General Obligation Improvement Bonds, Series 2010B of the City.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this _____ day of _____, 2010.

_____
City Administrator
City of Inver Grove Heights, Minnesota

(SEAL)

STATE OF MINNESOTA

COUNTY OF DAKOTA

DIRECTOR OF PROPERTY TAXATION AND RECORDS CERTIFICATE AS TO TAX LEVY AND REGISTRATION

I, the undersigned Director of Property Taxation and Records of Dakota County, Minnesota, certify that a certified copy of a resolution adopted by the governing body of the City of Inver Grove Heights, Minnesota, on September 13, 2010, levying taxes for the payment of $_____ General Obligation Improvement Bonds, Series 2010B, of said municipality dated October 6, 2010, has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2010.

_____
Director of Property Taxation and Records
Dakota County, Minnesota

(SEAL)

_____
Deputy

Extract of Minutes of Meeting
of the City Council of the City of
Inver Grove Heights, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Inver Grove Heights, Minnesota was duly held at City Hall on Monday, September 13, 2010, commencing at 7:30 P.M.

The following members were present:

and the following were absent:

* * * * * * * * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's $_____ General Obligation Refunding Bonds, Series 2010C.

The City Administrator presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal of the Bonds. The proposals were as set forth in Exhibit A attached.

After due consideration of the proposals, Councilmember _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

A RESOLUTION AWARDING THE SALE OF $_____ GENERAL OBLIGATION REFUNDING BONDS, SERIES 2010C; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council (the "City Council") of the City of Inver Grove Heights, Minnesota (the "City") as follows:

Section 1. Sale of Bonds.

1.01 Background. It is determined that:

(a) the City is authorized by Minnesota Statutes, Chapter 475, as amended (the "Municipal Bond Act") and Section 475.67, Subdivision 3 of the Municipal Bond Act to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the City Council to be necessary or desirable for the reduction of debt service cost to the City;

(b) Section 475.67, Subdivision 4 of the Municipal Bond Act permits the sale of refunding obligations during the six-month period prior to the date on which the obligations to be refunded may be called for redemption;

(c) it is necessary and desirable to reduce debt service costs that the City issue its General Obligation Refunding Bonds, Series 2010C (the "Bonds"), in the total aggregate principal amount of $_____, to refund certain outstanding general obligations of the City;

(d) the outstanding bonds to be refunded (the "Refunded Bonds") consist of the $3,975,000 General Obligation Permanent Improvement Revolving Fund and Watershed Management Tax District Bonds, Series 2002A, dated June 1, 2002, of which $885,000 in principal amount is currently outstanding and callable on November 1, 2010.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the "Purchaser") to purchase the Bonds described in the Terms of Proposal thereof is determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of $_____ for Bonds bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2011		2015	
2012		2016	
2013		2017	
2014		2018	

1.03. Purchase Contract. The sum of $_____ being the amount proposed by the Purchaser in excess of $_____ is credited to the Debt Service Fund hereinafter created or applied to the redemption of the Refunded Bonds in accordance with Section 5 hereof, as directed by the City Finance Director. The City Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers forthwith. The Mayor and the City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to Minnesota Statutes, Section 103B.245 and Chapters 429 and 475 (collectively, the "Act") in the total principal amount of $_____, originally dated October 6, 2010, in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and which mature serially on February 1 without option of prior payment in the years and amounts as follows:

Year	Amount	Year	Amount
2011		2015	
2012		2016	
2013		2017	
2014		2018	

$_____ of the Bonds (the "PIR Refunding Portion") maturing in the amounts and on the dates set forth below are being issued to refund a portion of certain maturities of the Refunded Bonds:

Year	Amount	Year	Amount
2011		2015	
2012		2016	
2013		2017	
2014		2018	

$_____ of the Bonds (the "Watershed District Refunding Portion") maturing in the amounts and on the dates set forth below are being issued to refund a portion of certain maturities of the Refunded Bonds:

Year	Amount	Year	Amount
2011		2015	
2012		2016	
2013		2017	
2014		2018	

1.05. Term Bonds. To be completed if Term Bonds are requested by the Purchaser.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2011, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint and will maintain a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

2.04. Appointment of Initial Registrar. The City appoints Wells Fargo Bank, National Association, Minneapolis, Minnesota, as the initial Registrar and Paying Agent. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Finance Director must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed

certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in Section 3 with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. The Bonds will be printed or typewritten in substantially the form attached hereto as Exhibit B.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, bond counsel to the City, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Funds and Accounts; Pledges and Covenants.

4.01. Debt Service Fund. (a) *Generally*. The Bonds are payable from the General Obligation Refunding Bonds, Series 2010C Debt Service Fund (the "Debt Service Fund") created herein. The City will maintain a "PIR Refunding Account" and a "Watershed District Refunding Account" in the Debt Service Fund. The principal of and interest on the PIR Refunding Portion of the Bonds is payable from the PIR Refunding Account of the Debt Service Fund, and the principal or and interest on the Watershed District Refunding Portion of the Bonds is payable from the Watershed District Refunding Account of the Debt Service Fund.

(b) *PIR Refunding Account*. The PIR Refunding Account is deemed to constitute a subaccount within the Debt Service Account of the City's Permanent Improvement Revolving Fund. Funds in the Debt Service Account of the City's Permanent Improvement Revolving Fund in the amount, together with proceeds of ad valorem taxes levied under this Section (the "PIR Taxes") as are needed to pay principal of and interest on the PIR Refunding Portion of the Bonds when due, are pledged to the PIR Refunding Account. Additionally, special assessments (the "Assessments") collected in connection with the Improvements financed by the proceeds of the PIR Bonds (as those terms are defined in the resolution awarding the sale of the Refunded Bonds) are pledged to the PIR Refunding Account. There is also appropriated to the PIR Refunding Account $_____, representing the pro rata amount over the minimum purchase price paid by the Purchaser, if designated for the PIR Refunding Account pursuant to Section 1.03 hereof. If the balance in the PIR Refunding Account is at any time insufficient to pay all principal and interest then due on the PIR Refunding Portion of the Bonds, the payment shall be made from the general fund of the City, subject to reimbursement for such advances from the Permanent Improvement Revolving Fund when funds therein are sufficient for such purpose.

(c) *Watershed District Refunding Account.* The City Finance Director will timely deposit in the Watershed District Refunding Account the taxes (the "Watershed District Taxes") levied with respect to the Watershed Improvements financed by the Watershed District Bonds (as those terms are defined in the resolution awarding the sale of the Refunded Bonds), which Watershed District Taxes are pledged to the Watershed District Refunding Account. There is also appropriated to the Watershed District Refunding Account $_____, representing the pro rata amount over the minimum purchase price paid by the Purchaser, if designated for the Watershed District Refunding Account pursuant to Section 1.03 hereof. If the balance in the Watershed District Refunding Account is at any time insufficient to pay all principal and interest then due on the Watershed District Refunding Portion of the Bonds, the payment shall be made from the general fund of the City, subject to reimbursement for such advances from the proceeds of the Watershed District Taxes when collected.

(d) The Debt Service Fund previously established for the Refunded Bonds (as that term is defined in the resolution awarding the sale of the Refunded Bonds), is terminated, and any and all money therein is to be transferred to the Debt Service Fund herein created.

4.02. Pledge of PIR Taxes. For the purpose of paying the principal of and interest on the PIR Refunding Portion of the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City (i.e. the PIR Taxes), which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such tax will be credited to the PIR Refunding Account of the Debt Service Fund above provided and will be in the years and amounts as shown on Exhibit C-1 attached hereto. It is determined that the estimated collection of the foregoing PIR Taxes together with amounts estimated to be available in the Debt Service Account of the City's PIR Fund will produce at least five percent (5%) in excess of the amount needed to pay when due the principal and interest on the PIR Refunding Portion of the Bonds. The PIR Taxes will be irrevocable as long as any of the PIR Refunding Portion of the Bonds are outstanding and unpaid; provided that the City Finance Director may annually, at the time the City makes its tax levies, certify to the Director of Property Taxation and Records of Dakota County the amount available in the PIR Refunding Account of the Debt Service Fund to pay principal and interest due on the PIR Refunding Portion of the Bonds during the ensuing year, and the Director of Property Taxation and Records will thereupon reduce the levy collectible during such year by the amount so certified.

4.03. Pledge of Watershed District Taxes. For the purpose of paying the principal of and interest on the Watershed District Refunding Portion of the Bonds, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property of the Watershed District (as such term is defined in the resolution awarding the sale of the Refunded Bonds) (i.e. the Watershed District Taxes), which Watershed District Taxes will be collectible with other taxes and credited to the Watershed District Refunding Account of the Debt Service Fund above provided in the years and amounts as shown on Exhibit C-2 attached hereto. It is determined that the estimated collection of the foregoing Watershed District Taxes together with amounts estimated to be available in the Watershed District Refunding Account of the Debt Service Fund will produce at least five percent (5%) in excess of the amount needed to pay when due the principal and interest on the Watershed District Refunding Portion of the Bonds. The Watershed District Taxes will be irrevocable as long as any of the Watershed District Refunding Portion of the Bonds are outstanding and unpaid; provided that the City Finance Director may annually, at the time the City makes its tax levies, certify to the Director of Property Taxation and Records of Dakota County the amount available in the Watershed District Refunding Account of the Debt Service Fund to pay principal and interest due on the Watershed District Refunding Portion of the Bonds during the

ensuing year, and the Director of Property Taxation and Records will thereupon reduce the levy collectible during such year by the amount so certified.

4.04. Cancellation of Prior Tax Levies. It is determined that upon the receipt of proceeds of the Bonds for payment of the Refunded Bonds (the "Proceeds") that an irrevocable appropriation to the debt service fund for the Refunded Bonds will have been made within the meaning of Section 475.61, Subdivision 3 of the Act, and the City Finance Director is authorized and directed to certify such fact and to request the Director of Property Taxation and Records of Dakota County to cancel any and all tax levies made by the resolution awarding the sale of the Refunded Bonds.

4.05. Registration of Resolution. The City Administrator is directed to file a certified copy of this Resolution with the Director of Property Taxation and Records of Dakota County and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding; Findings; Redemption of Refunded Bonds.

5.01. Refunded Bonds. The Refunded Bonds are the General Obligation Permanent Improvement Revolving Fund and Watershed Management Tax District Refunding Bonds, Series 2002A, dated June 1, 2002, of which $885,000 in principal amount is callable on November 1, 2010. It is found and determined that based upon information presently available from the City's financial advisers, the issuance of the Bonds is consistent with covenants made with the holders thereof and is necessary and desirable for the reduction of debt service cost to the City.

5.02. Sufficiency of Proceeds. It is found and determined that the Proceeds will be sufficient to prepay all of the principal of and interest on the Refunded Bonds.

5.03. Notice of Redemption. The Refunded Bonds maturing on February 1, 2011 and thereafter will be redeemed and prepaid on November 1, 2010. The Refunded Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of the Notice of Call for Redemption attached hereto as Exhibit D, which terms and conditions are approved and incorporated herein by reference. The Registrar for the Refunded Bonds is authorized and directed to send a copy of the Notice of Redemption to each registered holder of the Refunded Bonds.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds and such instruments, including any previously furnished, will be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, the City Administrator and the City Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses (other than amounts payable to Kennedy & Graven, Chartered as Bond Counsel to the City) to Bank of America, N.A. on the closing date for further distribution as directed by the City's financial adviser, Ehlers & Associates, Inc.

Section 7. Tax Covenants.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. The City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exemption from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

7.02. Qualified Tax-Exempt Obligations. . In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City (and all subordinate entities of the City) during 2010 will not exceed $30,000,000; and

(d) not more than $30,000,000 of obligations issued by the City during 2010 have been designated for purposes of Section 265(b)(3) of the Code.

7.03. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this Section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City and the Registrar will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City and the Registrar may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Registrar will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co.," will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its

services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this Resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate will not be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

PROPOSALS

EXHIBIT B

FORM OF BOND

No. R-___ UNITED STATES OF AMERICA $_____

STATE OF MINNESOTA

COUNTY OF DAKOTA

CITY OF INVER GROVE HEIGHTS

GENERAL OBLIGATION REFUNDING BOND, SERIES 2010C

Rate	Maturity	Date of Original Issue	CUSIP
	February 1, 20__	October 6, 2010	461219 ___

Registered Owner: Cede & Co.

The City of Inver Grove Heights, a duly organized and existing municipal corporation and political subdivision located in Dakota County, Minnesota (the "City"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns the principal sum of $_____ on the maturity date specified above without option of prior payment, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2011, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are irrevocably pledged.

The City Council of the City has designated the issue of Bonds of which this Bond forms a part as "qualified tax exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the $30 million limit allowed by the Code for the calendar year of issue.

This Bond is one of an issue in the aggregate principal amount of $_____, all of like original issue date and tenor, except as to number, maturity date and interest rate, all issued pursuant to a resolution adopted by the City Council of the City on September 13, 2010 (the "Resolution"), for the purpose of providing money to refund the outstanding principal amount of certain general obligation bonds of the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 103B.245 and Chapters 429 and 475, and the principal hereof and interest hereon are payable in part from revenues credited to the City's permanent improvement revolving fund, including special assessments levied or to be levied on property specially benefited by local improvements and ad valorem taxes for the City's share of the cost of the

improvements, and in part from ad valorem taxes levied against taxable property in a watershed management tax district in the City, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council of the City has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in revenues, special assessments and taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of $5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Inver Grove Heights, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: _____

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

(Facsimile)	(Facsimile)
City Administrator	Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

WELLS FARGO BANK
National Association

By _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	UNIF GIFT MIN ACT _____	Custodian _____ (Cust)	(Minor)
TEN ENT -- as tenants by entireties		under Uniform Gifts or Transfers to Minors Act	
JT TEN -- as joint tenants with right of survivorship and not as tenants in common		(State)	

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Officer of Registrar
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C-1

TAX LEVY SCHEDULE (PIR TAXES)

YEAR *	TAX LEVY

** Year tax levy collected.*

EXHIBIT C-2

TAX LEVY SCHEDULE (WATERSHED DISTRICT TAXES)

YEAR *	TAX LEVY

** Year tax levy collected.*

EXHIBIT D

NOTICE OF CALL FOR REDEMPTION

$3,975,000
GENERAL OBLIGATION PERMANENT IMPROVEMENT REVOLVING FUND AND
WATERSHED MANAGEMENT TAX DISTRICT BONDS, SERIES 2002A
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN That, by order of the City Council of the City of Inver Grove Heights, Minnesota, there have been called for redemption and prepayment on:

NOVEMBER 1, 2010

all outstanding bonds of the City designated as General Obligation Permanent Improvement Revolving Fund and Watershed Management Tax District Bonds, Series 2002A, dated June 1, 2002, having stated maturity dates of February 1 in the years 2011 through 2018, both inclusive, totaling $885,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	CUSIP Number
2011	$160,000	461219 HN0
2012	160,000	461219 HP5
2013	165,000	461219 HQ3
2014	120,000	461219 HR1
2016*	130,000	461219 HT7
2018*	150,000	461219 HV2

* Term Bonds

The bonds are being called at a price of par plus accrued interest to November 1, 2010, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of Wells Fargo Bank, National Association, in the City of Minneapolis, Minnesota, on or before November 1, 2010, at the following address:

Wells Fargo Bank, National Association
Attention: Corporate Trust Operations
Sixth Street and Marquette Avenue
MAC 9303-121
Minneapolis, MN 55479

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal

employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

The Registrar will not be responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: September 13, 2010

BY ORDER OF THE CITY COUNCIL

By /s/ Joe Lynch
City Administrator
City of Inver Grove Heights, Minnesota

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.
)
CITY OF INVER GROVE)
HEIGHTS)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Inver Grove Heights, Minnesota, certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on September 13, 2010 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of $_____ General Obligation Refunding Bonds, Series 2010C of the City.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this _____ day of _____, 2010.

_____
City Administrator
City of Inver Grove Heights, Minnesota

(SEAL)

STATE OF MINNESOTA

COUNTY OF DAKOTA

DIRECTOR OF PROPERTY TAXATION
AND RECORDS CERTIFICATE AS TO
TAX LEVY AND
REGISTRATION

I, the undersigned Director of Property Taxation and Records, Dakota County, Minnesota, certify that a certified copy of a resolution adopted by the governing body of the City of Inver Grove Heights, Minnesota, on September 13, 2010, levying taxes for the payment of $_____ General Obligation Refunding Bonds, Series 2010C, of said municipality dated October 6, 2010, has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this _____ day of _____, 2010.

_____
Director of Property Taxation and Records
Dakota County, Minnesota

(SEAL)

_____
Deputy

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
◇JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
ELIZABETH HALL MURTHY
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
RETIRED

*ALSO ADMITTED IN WISCONSIN
◇ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Inver Grove Heights Mayor and Councilmembers**
FROM: **Timothy J. Kuntz, City Attorney**
DATE: **September 9, 2010**
RE: **City's South Grove Area 4A Urban Street Reconstruction, City Project No. 2009-09D Proposed Assessment Appeal Settlement with Rolling Meadows Cooperative, Inc.**

Section 1. **Background.** This memo relates to a proposed settlement of a special assessment appeal district court matter. A special assessment appeal was filed by Rolling Meadows Cooperative, Inc. as District Court File No. 19HA-CV-10-3082 in connection with the City's special assessments of storm sewer area charges and street reconstruction charges for South Grove Area 4A Urban Street Reconstruction, City Project No. 2009-09D.

Section 2. **Assessment Appeal**. The City certified a $490.32 storm sewer area assessment and an $880.58 street reconstruction assessment against each of the 202 Rolling Meadows Cooperative units for a total assessment of $276,921.80. Rolling Meadows Cooperative, Inc. paid the entire $276,921.80 assessment prior to the accrual of any interest thereon and proceeded with an appeal of the assessment in District Court.

Section 3. **Proposed Assessment Appeal Settlement**. The City and the property owner have negotiated a proposal to resolve the pending assessment appeal. The salient aspects of the agreement are:

- City Payment of $52,000 Assessment Refund Amount: On May 12, 2010, the City held an assessment hearing and levied a $276,921.80 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429. The Property Owner prepaid said $276,921.80 in full within thirty (30) days of the May 12, 2010 assessment levy to avoid accrual of any interest thereon. In consideration of the proposed settlement, the City would refund $52,000 to the Property Owner within thirty (30) days of the execution of this settlement agreement.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

- City Payment of Cooperative Future Assessment for City Public Improvement Project connecting the JP-1 Pond Property Storm Sewer System Easterly Across ISD 199 Property to Existing City Storm Sewer System within The Oaks Third Addition Plat: The Project included the installation of a storm sewer pipe improvement leading from the City's JP-1 Pond Property underneath Clayton Avenue for a future extension of the City's storm sewer system across and through the ISD 199 Property for connection to the City's existing storm sewer system within The Oaks Third Addition plat. The City received an alternate bid to install said storm sewer pipe improvement for an extension of the City's storm sewer system across and through the ISD 199 Property for connection to the City's existing storm sewer system within The Oaks Third Addition plat (hereinafter the "ISD 199 Storm Sewer Extension Improvement") as part of the Project, but the City was unable to acquire the necessary property rights from the Independent School District 199 ("ISD 199") prior to the award of the construction contract for the Project. The City agrees to pay the Property Owner's future assessment liability for the ISD 199 Storm Sewer Extension Improvement provided that it is constructed within thirty (30) years from the Agreement Date. City staff estimated that the Property Owner's future assessment liability to be about $25,000 and less than the value of the drainage and utility easements to be conveyed to the City and described below.

- Cooperative to City Utility and Drainage Easement Agreement: The proposed settlement includes a Utility and Drainage Easement Agreement conveying easement rights (appurtenant to the JP-1 Pond Property) from the Property Owner to the City (over the northern half of the Property) as shown in Exhibit No. 3 of the settlement documentation.

- City to Cooperative Utility and Drainage Easement Agreement: The proposed settlement also includes a Utility and Drainage Easement Agreement conveying easement rights (appurtenant to the Property) from the City to the Property Owner (over small portion of the City's JP-1 Pond Property) as shown Exhibit No. 4 of the settlement documentation. This easement will enable the Property Owner to maintain a private drainage pipe that drains storm water from the Property across the City's JP-1 Property to the City's JP-1 storm water pond.

Section 4. **Council Action**. The Council is asked to consider the attached Resolution which approves the following four (4) settlement documents:

1. Compromise Agreement, pursuant to Minnesota Rules of Evidence, Rule 408, for the Dismissal of Assessment Appeal.

2. Settlement Stipulation, Order and Judgment in connection with the assessment appeal matter (District Court File No. 19HA-CV-10-3082).

3. Cooperative to City, Permanent Utility and Drainage Easement Agreement.

4. City to Cooperative, Permanent Utility and Drainage Easement Agreement.

The Council is also asked to authorize mayor and Deputy City Clerk to execute that four (4) settlement documents referenced above. The Council is also asked to authorize the City Attorney to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-10-3082; and, the Council is asked to authorize the City Attorney to take such action to implement the provisions in the attached Compromise Agreement.

The Director of Public Works and the City Attorney recommend approval.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 10- _____

RESOLUTION APPROVING A COMPROMISE AGREEMENT, SETTLEMENT STIPULATION, ORDER AND JUDGMENT, AND TWO (2) UITLITY AND DRAINAGE EASEMENT AGREEMENTS BETWEEN ROLLING MEADOWS COOPERATIVE, INC. AND THE CITY OF INVER GROVE HEIGHTS RELATING TO CITY PROJECT 2009-09D

WHEREAS, Rolling Meadows Cooperative, Inc., a Minnesota corporation ("Rolling Meadows"), owns real property in the City of Inver Grove Heights identified as 202 Cooperative Units with individual Dakota County Property Tax ID Numbers (the "Property").

WHEREAS, pursuant to Minnesota Statutes, Chapter 429, the City approved (partial) financing of City Project 2009-09D with the special assessment of storm sewer area charges and street reconstruction charges.

WHEREAS, the City certified an assessment against the Property totaling $276,921.80 for the 202 Cooperative Units.

WHEREAS, Rolling Meadows appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-10-3082.

WHEREAS, Rolling Meadows has approved a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-10-3082.

WHEREAS, the salient terms of the Compromise Agreement between the City and the Cooperative are as follows:

- City Payment of $52,000 Assessment Refund Amount: On May 12, 2010, the City held an assessment hearing and levied a $276,921.80 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429. The Property Owner prepaid said $276,921.80 in full within thirty (30) days of the May 12, 2010 assessment levy to avoid accrual of any interest thereon. In consideration of the proposed settlement, the City would refund $52,000 to the Property Owner within thirty (30) days of the execution of this settlement agreement.

- City Payment of Cooperative Future Assessment for City Public Improvement Project connecting the JP-1 Pond Property Storm Sewer System Easterly Across ISD 199 Property to Existing City Storm Sewer System within The Oaks Third Addition Plat: The Project included the installation of a storm sewer pipe improvement leading from the City's JP-1 Pond Property underneath Clayton Avenue for a future extension of the City's storm sewer system across and through the ISD 199 Property for connection to the City's existing storm sewer system within The Oaks Third Addition plat. The City received an alternate bid to install said storm sewer pipe improvement for an extension of the City's storm sewer system

across and through the ISD 199 Property for connection to the City's existing storm sewer system within The Oaks Third Addition plat (hereinafter the "ISD 199 Storm Sewer Extension Improvement") as part of the Project, but the City was unable to acquire the necessary property rights from the Independent School District 199 ("ISD 199") prior to the award of the construction contract for the Project. The City agrees to pay the Property Owner's future assessment liability for the ISD 199 Storm Sewer Extension Improvement provided that it is constructed within thirty (30) years from the Agreement Date.

- Cooperative to City Utility and Drainage Easement Agreement: The proposed settlement includes a Utility and Drainage Easement Agreement conveying easement rights (appurtenant to the JP-1 Pond Property) from the Property Owner to the City (over the northern half of the Property) as shown in Exhibit No. 3 of the settlement documentation.

- City to Cooperative Utility and Drainage Easement Agreement: The proposed settlement also includes a Utility and Drainage Easement Agreement conveying easement rights (appurtenant to the Property) from the City to the Property Owner (over small portion of the City's JP-1 Pond Property) as shown Exhibit No. 4 of the settlement documentation. This easement will enable the Property Owner to maintain a private drainage pipe that drains storm water from the Property across the City's JP-1 Property to the City's JP-1 storm water pond.

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

1. The Council hereby approves the attached Compromise Agreement between Rolling Meadows, Inc. and the City of Inver Grove Heights.

2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-10-3082.

3. The Mayor and Deputy City Clerk are authorized to execute the following four (4) settlement documents:

   a. Compromise Agreement, pursuant to Minnesota Rules of Evidence, Rule 408, for the Dismissal of Assessment Appeal.

   b. Settlement Stipulation, Order and Judgment in connection with the assessment appeal matter (District Court File No. 19HA-CV-10-3082).

   c. Cooperative to City, Permanent Utility and Drainage Easement Agreement.

   d. City to Cooperative, Permanent Utility and Drainage Easement Agreement.

4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-10-3082.

5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-10-3082.

Passed this 13th day of September, 2010.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 2010 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and Rolling Meadows Cooperative, Inc., a Minnesota corporation ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns a 202 unit cooperative housing development in the City of Inver Grove Heights hereinafter defined and legally described as the "Property"; and

WHEREAS, the City constructed various street and utility improvements as part of the City's South Grove Area 4A Urban Street Reconstruction, City Project No. 2009-09D (the "Project");

WHEREAS, on May 12, 2010, the City held an assessment hearing and levied a $276,921.80 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-10-3082; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-10-3082.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-10-3082.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-10-3082.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

(a) Agreement: This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-10-3082.

(b) Agreement Date: The date written in the first paragraph of the Agreement.

(c) Assessment Levy Amount: The amount of the City's original assessment levy against the Property for the Project improvements in the amount of $276,921.80.

(d) Assessment Refund Amount: The amount of $52,000 that the City agrees to pay the Property Owner in consideration for this Agreement and which represents a partial refund of the Assessment Levy Amount that was paid in full by the Property Owner prior to the accrual of any interest on said Assessment Levy Amount.

(e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.

(f) City to Cooperative Utility and Drainage Easement Agreement: The Utility and Drainage Easement Agreement conveying easement rights (appurtenant to the Property) from the City to the Property Owner (over the JP-1 Pond Property) in consideration for this Agreement and shown in Exhibit No. 4.

(g) Cooperative to City Utility and Drainage Easement Agreement: The Utility and Drainage Easement Agreement conveying easement rights (appurtenant to the JP-1 Pond Property) from the Property Owner to the City (over the Property) in consideration for this Agreement and shown in Exhibit No. 3.

(h) ISD 199: Independent School District 199.

(i) ISD 199 Property: The West ten (10) acres of the North one-half (N 1/2) of the South Two-thirds (S 2/3) of the North one-half (N 1/2) of the Southeast one-quarter (SE 1/4), Section Ten (10), Township Twenty-seven (27), Range Twenty-two (22), Inver Grove Township, Dakota County, Minnesota.

(j) ISD 199 Storm Sewer Extension Improvement: A future storm sewer pipe improvement as shown/depicted in Exhibit No. 5 connecting the existing storm sewer pipe leading from the City's JP-1 Pond Property underneath Clayton Avenue for a future extension of the City's storm sewer system across and through the ISD 199 Property for connection to the City's existing storm sewer system within The Oaks Third Addition plat.

(k) JP-1 Pond Property: That part of the South Half of the Northeast Quarter of the Southwest Quarter (S 1/2 NE 1/4 SW 1/4), Section 10, T27N, R22W, lying East of the West 999.12 feet of said South Half of the Northeast Quarter of the Southwest Quarter, and except Rolling Meadows Addition. Containing 4.25 acres, more or less; and, Outlot A, Rolling Meadows, Dakota County, Minnesota.

(l) Project: The City's South Grove Area 4A Urban Street Reconstruction, City Project No. 2009-09D.

(m) Property: A 202 unit cooperative housing development in the City of Inver Grove Heights upon real property legally described in Exhibit No. 1.

(n) Property Owner: Rolling Meadows Cooperative, Inc., a Minnesota corporation.

(o) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-10-3082 and shown in Exhibit No. 2 attached hereto and made a part hereof.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.01 **Covenants and Agreements of the City.** The City covenants and agrees with the Property Owner that:

(a) City Payment of Assessment Refund Amount: On May 12, 2010, the City held an assessment hearing and levied a $276,921.80 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429. The Property Owner prepaid said $276,921.80 in full within thirty (30) days of the May 12, 2010 assessment levy to avoid accrual of any interest thereon. In consideration of this Agreement, the City agrees to pay the Assessment Refund Amount to the Property Owner within thirty (30) days of the execution of this Agreement by the City. The City agrees to deliver a check in the amount of the Assessment Refund Amount made payable to the Property Owner by mailing said check to Property Owner's legal counsel, John G. Hoeschler, at John G. Hoeschler, P.A., 800 Lone Oak Road, Eagan, MN 55121, within said thirty (30) day time period.

(b) City Execution of Settlement Stipulation, Order and Judgment Pleading: In consideration of this Agreement, the City hereby agrees that the City's authorized representatives shall execute the Settlement Stipulation, Order and Judgment attached hereto as Exhibit No. 2. The City agrees that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said fully executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City payment of Assessment Refund Amount reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the fully executed Settlement Stipulation, Order and Judgment with the District Court.

(c) City Execution and Recording of Cooperative to City Utility and Drainage Easement Agreement: In consideration of this Agreement, the City agrees to execute and record (with the Dakota County Recorder and/or Dakota County Registrar of Titles) at the City's expense the "Cooperative to City Utility and Drainage Easement Agreement" shown in Exhibit No. 3 within thirty (30) days of the execution of this Agreement by the City.

(d) City Execution and Recording of City to Cooperative Utility and Drainage Easement Agreement: In consideration of this Agreement, the City agrees to execute and record (with the Dakota County Recorder and/or Dakota County Registrar of Titles) at the City's expense the "City to Cooperative Utility and Drainage Easement Agreement" shown in Exhibit No. 4 within thirty (30) days of the execution of this Agreement by the City.

(e) City Payment of Cooperative Future Assessment for City Public Improvement Project connecting the JP-1 Pond Property Storm Sewer System Easterly Across ISD 199 Property to Existing City Storm Sewer System within The Oaks Third Addition Plat: The City and the Property Owner acknowledge and agree that the Project included the installation of a storm sewer pipe improvement leading from the City's JP-1 Pond Property underneath Clayton Avenue for a future extension of the City's storm sewer system across and through the ISD 199 Property for connection to the City's existing storm sewer system within The Oaks Third Addition plat. The City and the Property Owner acknowledge and agree that the City received an alternate bid to install said storm sewer pipe improvement as shown in Exhibit No. 5 for an extension of the City's storm sewer system across and through the ISD 199 Property for connection to the City's existing storm sewer system within The Oaks Third Addition plat (hereinafter the "ISD 199 Storm Sewer Extension Improvement") as part of the Project, but the City was unable to acquire the necessary property rights from the Independent School District 199 ("ISD 199") prior to the award of the construction contract for the Project.

In consideration for this Agreement, the City agrees to pay the Property Owner's future assessment liability for the ISD 199 Storm Sewer Extension Improvement as depicted in Exhibit No. 5 provided that it is constructed within thirty (30) years from the Agreement Date.

If the ISD 199 Storm Sewer Extension Improvement is constructed within thirty (30) years after the Agreement Date, the City agrees to assess all properties benefitted by the ISD 199 Storm Sewer Extension Improvement and the City agrees to pay the Property Owner's assessment liability for said ISD 199 Storm Sewer Extension Improvement depicted in Exhibit No. 5 pursuant to this Agreement.
The Property Owner's waiver of assessment appeal rights pursuant to Section 3.02 (e) below shall facilitate the City's assessment of all benefitted real property for said ISD 199 Storm Sewer Extension Improvement, and then, the City shall pay the Property Owner's assessment liability therefore pursuant to this Agreement.

(f) City Approval of Cooperative Plans to Improve Double Stormwater Catchbasin: The parties agree that the Cooperative may improve an existing double stormwater catchbasin located within an existing City drainage and utility easement over the Cooperative's Property pursuant to the following procedures. The Cooperative shall submit drainage plans depicting the improvement of the double stormwater catchbasin to the City's Director of Public Works. If the City's Director of Public Works approves said drainage plans, the Cooperative may install the improvements pursuant to the approved drainage plans at the Cooperative's sole expense. The City agrees that the Director of Public Works' approval of said drainage plans shall not be unreasonably withheld. The Cooperative acknowledges and agrees that the Cooperative must secure a building permit and any other applicable City permits

prior to commencing construction of the improvement to the double stormwater catchbasin pursuant to the approved drainage plans.

Section 3.02 **Covenants and Agreements of the Property Owner.** Property Owner covenants and agrees with the City that:

(a) Title and Agreement Execution and Processing: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement and Property Owner agrees to execute this Agreement and deliver said executed copy to the City Attorney in trust for the City's processing thereof pursuant to Section 3.01 above.

(b) Property Owner Execution of Settlement Stipulation, Order and Judgment Pleading: In consideration of this Agreement, the Property Owner hereby agrees that the Property Owner's authorized representatives shall execute the Settlement Stipulation, Order and Judgment attached hereto as Exhibit No. 2 contemporaneously with this Agreement and deliver said executed copy to the City Attorney in trust for the City's processing thereof pursuant to Section 3.01 above.

(c) Property Owner Execution of Cooperative to City Utility and Drainage Easement Agreement: In consideration of this Agreement, the Property Owner agrees to execute the "Cooperative to City Utility and Drainage Easement Agreement" shown in Exhibit No. 3 and deliver said executed copy to the City Attorney in trust for the City's processing thereof pursuant to Section 3.01 above.

(d) Property Owner Execution of City to Cooperative Utility and Drainage Easement Agreement: In consideration of this Agreement, the Property Owner agrees to execute the "City to Cooperative Utility and Drainage Easement Agreement" shown in Exhibit No. 4 and deliver said executed copy to the City Attorney in trust for the City's processing thereof pursuant to Section 3.01 above.

(e) Cooperative Assessment Waiver to Allow City to Assess the Property for City Public Improvement Project connecting JP-1 Pond Property Easterly Across ISD 199 Property to Existing City Storm Sewer System within The Oaks Third Addition plat: Property Owner hereby authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property as may be calculated by the City within thirty (30) years from the Agreement Date for the ISD 199 Storm Sewer Extension Improvement as shown in Exhibit No. 5 together with the assessment of other benefited properties provided that the City pays said special assessment on behalf of the Property Owner pursuant to Section 3.01 (e) of this Agreement.

The Property Owner hereby waives all rights to assessment notices, hearings and

appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and §429.081 for the special assessment against the Property up to the amount calculated by the City and paid by the City on behalf of the Property Owner pursuant Section 3.01 (e) of this Agreement for the ISD 199 Storm Sewer Extension Improvement together with the assessment of other benefited properties provided that the ISD 199 Storm Sewer Extension Improvement is constructed within thirty (30) years from the Agreement Date.

ARTICLE 4
GENERAL PROVISIONS

Section 4.01 **Non-Assignability.** Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 **Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 **Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 **Captions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 **Recording.** This Agreement may be recorded by the City with the County

Recorder and/or Registrar of Titles.

Section 4.10 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

Property Owner: Rolling Meadows Cooperative, Inc.

By:_____

Its:_____

By:_____

Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____ and the _____ of **Rolling Meadows Cooperative, Inc.**, a Minnesota corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Directors and said officers acknowledged said instrument to be the free act and deed of the entity.

_____
Notary Public

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Mayor

ATTEST:

_____
Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

81000.09021/Special Assessment Appeals/Rolling Meadows/ Agreement for Rule 408 Compromise and Dismissal of Assessment Appeal, September 9, 2010, District Court File No. 19HA-CV-10-3082

Exhibit No. 1
(Legal Description of the "Property")

Lots 1 and 2, Block 1, and Lots 1 and 2, Block 2, all in ROLLING MEADOWS, Dakota County, Minnesota.

Exhibit No. 2

STATE OF MINNESOTA

COUNTY OF DAKOTA

DISTRICT COURT

FIRST JUDICIAL DISTRICT

COURT FILE NO. 19HA-CV-10-3082

Rolling Meadows Cooperative, Inc.

Plaintiff,

v.

City of Inver Grove Heights,

Defendant.

SETTLEMENT STIPULATION ORDER AND JUDGMENT

Case Type: Special Assessment Appeal

WHEREAS, Plaintiff and Defendant have resolve this special assessment dispute pursuant to a separate agreement.

WHEREAS, Plaintiff and Defendant desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Plaintiff and Defendant agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

2. That it is further agreed that Defendant shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEYS FOR
PLAINTIFF

JOHN G. HOESCHLER, P.A.

By:_____
John G. Hoeschler Lic. No. 45810
John G. Hoeschler, P.A.
800 Lone Oak Road
Eagan, MN 55121
Telephone: (651) 683-1868

PLAINTIFF
ROLLING MEADOWS
COOPERATIVE, INC.

By:_____

Its:_____

ATTORNEYS FOR
DEFENDANT

LeVANDER, GILLEN & MILLER, P.A.

By:_____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

DEFENDANT
CITY OF INVER GROVE
HEIGHTS

_____
Mayor George Tourville

Attest:

_____
Deputy Clerk Melissa Rheaume

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2010.

BY THE COURT:

_____
Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2010.

COURT ADMINISTRATOR:

By: _____

Its: _____

Exhibit No. 3

COOPERATIVE TO CITY
PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS EASEMENT, made, granted and conveyed this _____ day of _____, 2010, between **Rolling Meadows Cooperative, Inc,** a Minnesota corporation, hereinafter referred to as the "Cooperative" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The Cooperative owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter "Cooperative's Property").

The Cooperative in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

1.) A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "Permanent Easement") under, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference; and

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and

b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Cooperative's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Cooperative, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Cooperative's Property described on Exhibit A, and the Permanent Easement Area described on Exhibit B, and has good right to grant and convey the Permanent Easement herein to the City.

The parties agree that the Cooperative may convey an alternative permanent easement area over the Cooperative's Property to the City pursuant to the following procedures. The Cooperative shall submit drainage plans depicting the alternative easement area to the City's Director of Public Works. If the City's Director of Public Works approves said drainage plans depicting the alternative easement area, the Cooperative shall convey to the City a permanent easement over the alternative easement area; and, the City shall vacate its rights over the existing Permanent Easement Area created by this Agreement. The City agrees that the Director of Public Works' approval of said drainage plans shall not be unreasonably withheld. The Cooperative agrees to construct at its

sole expense substitute drainage pipes and other drainage improvements within the alternative easement area pursuant to the approved drainage plans as may be reasonably needed to replace existing drainage pipes and other drainage improvements located within the existing Permanent Easement Area vacated by the City.

The parties agree further that this Easement does not authorize the installation of overhead utilities within the Permanent Easement Area.

IN WITNESS WHEREOF, the Cooperative and the City have caused this Easement to be executed by its duly authorized representatives as of the day and year first above written.

.

Cooperative: Rolling Meadows Cooperative, Inc.

By:_____

Its:_____

By:_____

Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____ and the _____ of **Rolling Meadows Cooperative, Inc.**, a Minnesota corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Directors and said officers acknowledged said instrument to be the free act and deed of the entity.

_____
Notary Public

CITY OF INVER GROVE HEIGHTS

By _____
George Tourville
Mayor

ATTEST:

_____
Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

81000.09021/Special Assessment Appeals/Rolling Meadows/ Agreement for Rule 408 Compromise and Dismissal of Assessment Appeal, September 9, 2010, District Court File No. 19HA-CV-10-3082

EXHIBIT A

LEGAL DESCRIPTION OF COOPERATIVE'S PROPERTY
(abstract property)

Lots 1 and 2, Block 1, and Lots 1 and 2, Block 2, all in ROLLING MEADOWS, Dakota County, Minnesota.

(the "Cooperative's Property")

EXHIBIT B

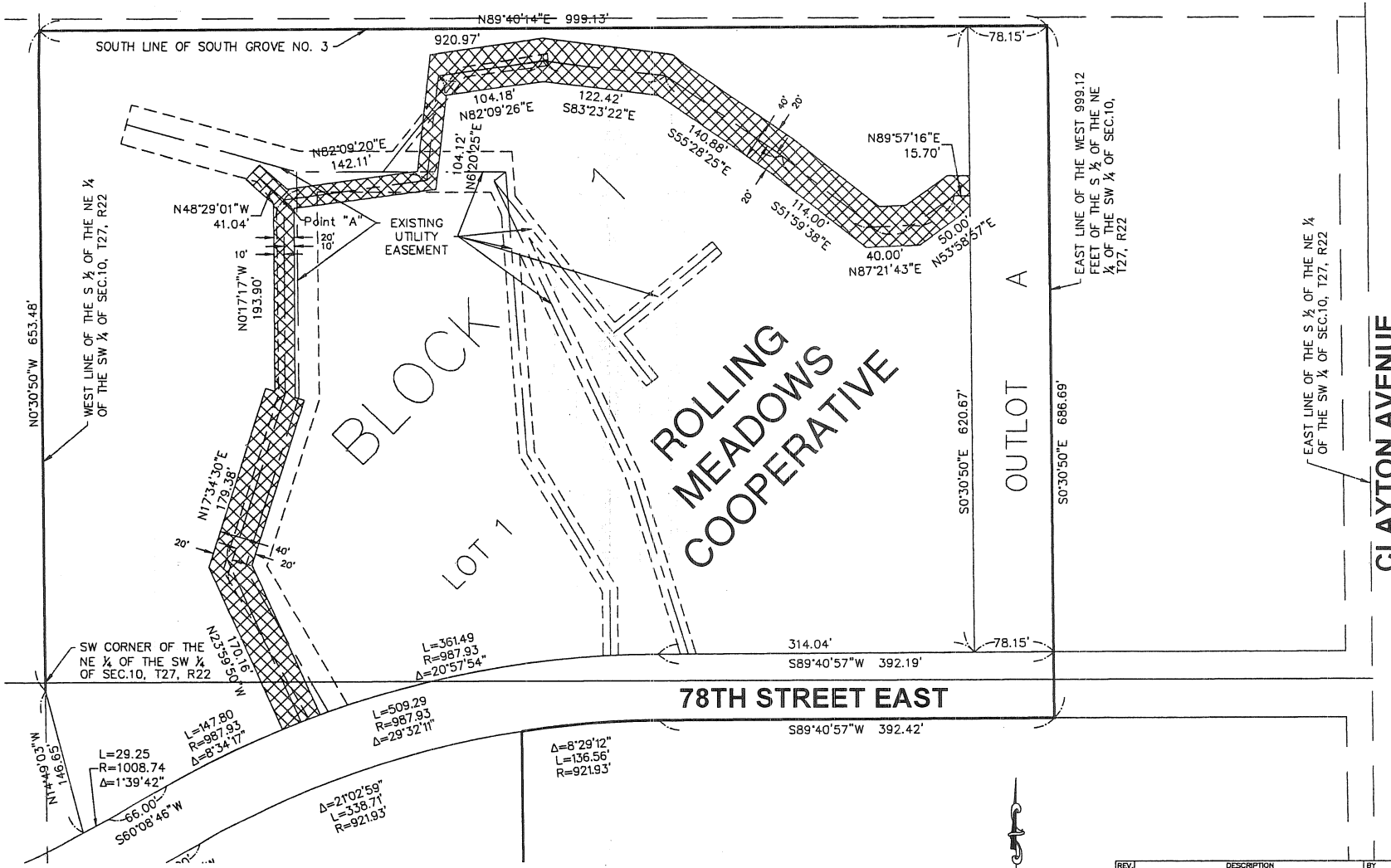
LEGAL DESCRIPTION OF EASEMENT AREAS

A **permanent easement** for **utility and drainage purposes and all such purposes ancillary, incident or related thereto**, over, under, across, through and upon:

That part of Lot 1, Block 1, Rolling Meadows, according to the recorded plat thereof and situated in Dakota County, Minnesota, the centerline being described as follows: commencing at the southeast corner of said Lot 1, Block1; thence west along the south line of said Lot 1, Block 1 on a bearing of South 89 degrees 40 minutes 57 seconds West a distance of 314.04 feet; thence on a tangential curve to the left having a radius of 987.93 feet a distance of 361.49 feet to the point of beginning, said point of beginning being the centerline of a 40 foot wide strip of land; thence North 23 degrees 59 minutes 50 seconds West a distance of 170.16 feet, the side lines to be extended or shortened to the south line of said Lot 1, Block 1; thence North 17 degrees 34 minutes 30 seconds East a distance of 179.38 feet and there terminating said 40 foot wide strip of land; thence continuing North 0 degrees 17 minutes 17 seconds West a distance of 193.90 feet on the centerline of a 20 foot wide strip of land to point "A", the side lines to be extended or shortened to the northerly end of said 40 foot wide strip of land; thence North 82 degrees 09 minutes 20 seconds East a distance of 142.11 feet; thence North 6 degrees 20 minutes 25 seconds East a distance of 104.12 feet and there terminating said 20 foot wide strip of land; thence continuing North 82 degrees 09 minutes 26 seconds East a distance of 104.18 feet on the centerline of a 40 foot wide strip of land, the side lines of said 20 foot wide and said 40 foot wide strips of land to be extended or shortened to there intersections; thence South 83 degrees 23 minutes 22 seconds East a distance of 122.42 feet; thence South 55 degrees 28 minutes 25 seconds East a distance of 140.88 feet; thence South 51 degrees 59 minutes 38 seconds East a distance of 114.00 feet; thence North 87 degrees 21 minutes 43 seconds East a distance of 40.00 feet; thence North 53 degrees 58 minutes 57 seconds East a distance of 50.00 feet; thence North 89 degrees 57 minutes 16 seconds East a distance of 15.70 feet to the west line of Outlot A, Rolling Meadows, according to the recorded plat thereof and there terminating.

Together with a 20 foot wide strip of land the centerline being described as follows: commencing at the above said point "A"; thence North 48 degrees 29 minutes 01 seconds West a distance of 41.04 feet and there terminating, the side lines of said 20 foot wide strip of land to be extended or shortened to their intersections with above said 20 foot wide strip of land.

Containing 46,925.38 Sq. Ft., 1.077 Acres (the "Permanent Easement Area").



LEGEND

PERMANENT DRAINAGE & UTILITY EASEMENT ACQUISITION

NOTE: BEARINGS ARE BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM NAD-83 (1986 ADJ.)

REV.	DESCRIPTION	BY	DATE

CITY OF INVER GROVE HEIGHTS

ROLLING MEADOWS

PERMANENT DRAINAGE AND UTILITY EASEMENT DEDICATION

Gorman Surveying, Inc.
8640 HARRIET AVE. SO. SUITE 102
BLOOMINGTON, MINNESOTA 55420
(952)345-8300 FAX (952)346-9110

DRAWN BY: R.W.C. DATE: 08-27-2010

HORIZONTAL SCALE IN FEET 0 25 50 100

CHECKED BY: DATE:

FILE: Rolling Meadows Easement.dwg

JOB NUMBER 09-039 SHEET 1 OF 1

Exhibit No. 4

CITY TO COOPERATIVE
PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS EASEMENT, made, granted and conveyed this _____ day of _____, 2010, between **Rolling Meadows Cooperative, Inc,** a Minnesota corporation, hereinafter referred to as the "Cooperative" and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

The City owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter "City's Property").

The City in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the Cooperative, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the Cooperative, its successors and assigns, the following:

1.) A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter "Permanent Easement") under, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Easement Area") attached hereto and incorporated herein by reference; and

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, storm sewer, water mains, any utilities, underground pipes, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, across, through and upon the Permanent Easement Area.

EXEMPT FROM STATE DEED TAX

The rights of the Cooperative also include the right of the Cooperative, its contractors, agents and servants:

a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and

b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The Cooperative shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the City's Property prior to the date hereof.

The City, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the City's Property described on Exhibit A, and the Permanent Easement Area described on Exhibit B, and has good right to grant and convey the Permanent Easement herein to the Cooperative.

The parties agree that the Cooperative may request that the City convey an alternative permanent easement area over the City's Property to the Cooperative pursuant to the following procedures. The Cooperative shall submit drainage plans to the City's Director of Public Works depicting the alternative easement area and depicting drainage improvements to be built by the Cooperative at the Cooperative's sole expense. If the City's Director of Public Works approves said drainage plans, the City shall convey to the Cooperative a permanent easement over the alternative easement area; and, the Cooperative shall convey its rights over the existing Permanent Easement Area created by this Agreement to the City. The City agrees that the Director of Public Works' approval of said drainage plans shall not be unreasonably withheld. The Cooperative agrees to construct at its sole expense substitute drainage pipes and other drainage improvements within the alternative easement area pursuant to the approved drainage plans as may be reasonably needed to replace existing drainage pipes and other drainage improvements located within the

existing Permanent Easement Area conveyed back to the City.

The parties agree further that this Easement does not authorize the installation of overhead utilities within the Permanent Easement Area.

IN WITNESS WHEREOF, the Cooperative and the City have caused this Easement to be executed by its duly authorized representatives as of the day and year first above written.

.

Cooperative: Rolling Meadows Cooperative, Inc.

By:_____

Its:_____

By:_____

Its:_____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____ and the _____ of **Rolling Meadows Cooperative, Inc.**, a Minnesota corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Directors and said officers acknowledged said instrument to be the free act and deed of the entity.

_____
Notary Public

CITY OF INVER GROVE HEIGHTS

By _____
George Tourville
Mayor

ATTEST:

_____
Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
651-451-1831

After recording, please return this instrument to:

Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

81000.09021/Special Assessment Appeals/Rolling Meadows/ Agreement for Rule 408 Compromise and Dismissal of Assessment Appeal, September 9, 2010, District Court File No. 19HA-CV-10-3082

EXHIBIT A

LEGAL DESCRIPTION OF CITY'S PROPERTY
(abstract property)

That part of the South Half of the Northeast Quarter of the Southwest Quarter (S 1/2 NE 1/4 SW 1/4), Section 10, T27N, R22W, lying East of the West 999.12 feet of said South Half of the Northeast Quarter of the Southwest Quarter, and except Rolling Meadows Addition. Containing 4.25 acres, more or less.

and,

Outlot A, Rolling Meadows, Dakota County, Minnesota.

(the "City's Property").

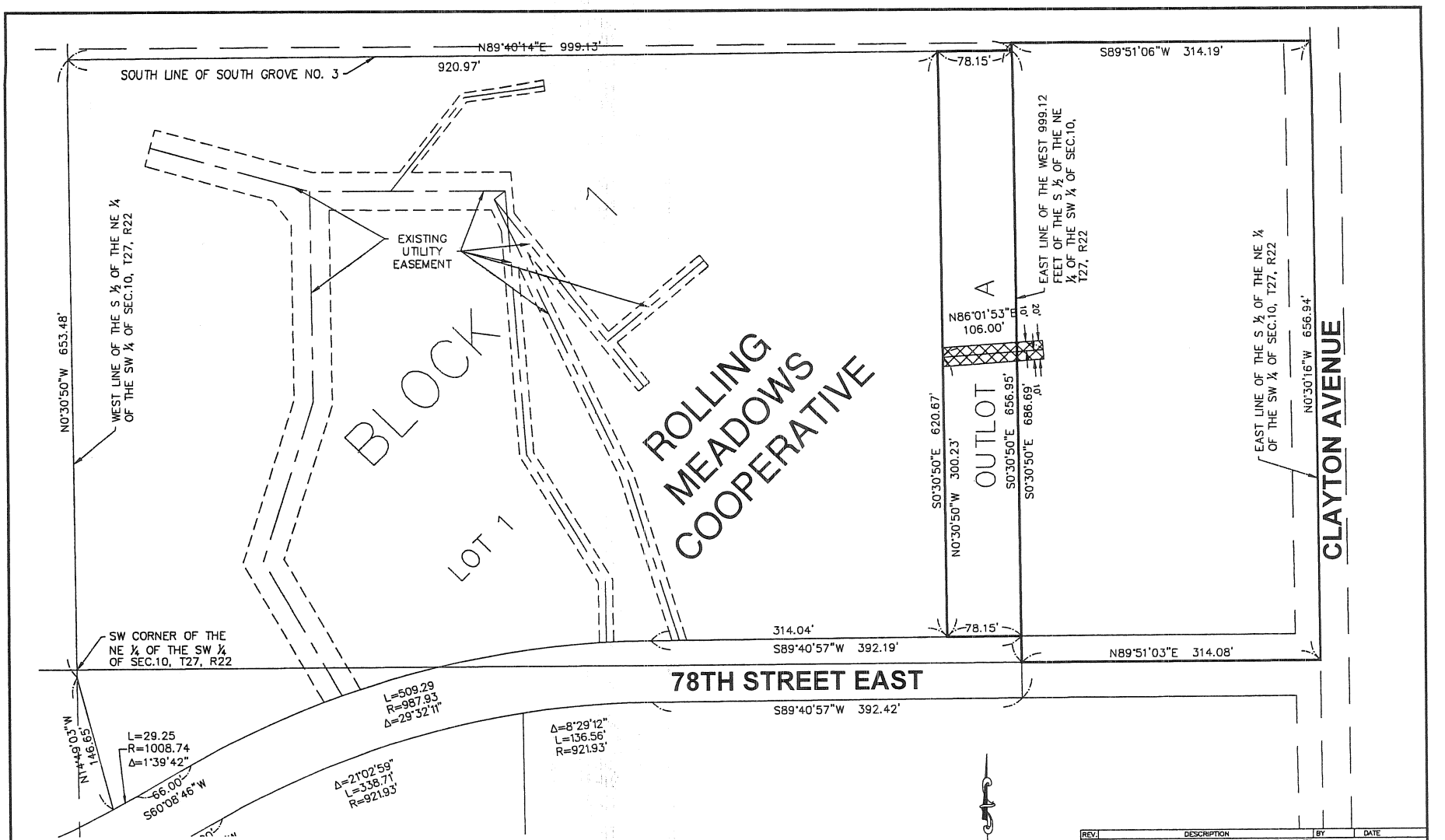
EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREAS

A **permanent easement** for **utility and drainage purposes and all such purposes ancillary, incident or related thereto**, over, under, across, through and upon:

A 20 foot wide permanent easement area over, under, across, through and upon the S ½ of the NE ¼ of the SW ¼ of Section 10, Township 27, Range 22, Dakota County, Minnesota, excepting the West 999.12 feet. And Outlot A, Rolling Meadows, according to the recorded plat thereof and situated in Dakota County, Minnesota. The centerline being described as follows: commencing at the southwest corner of said Outlot A; thence north along the west line of said Outlot A on a bearing of North 0 degrees 30 minutes 50 seconds East a distance of 300.23 feet to the point of beginning; thence North 86 degrees 01 minutes 53 seconds East a distance of 106.00 feet and there terminating. The side lines to be extended or shortened to the westerly line of said Outlot A.

Containing 2,120.09 Sq. Ft., 0.049 Acres (the "Permanent Easement Area").



LEGEND

PERMANENT DRAINAGE & UTILITY EASEMENT ACQUISITION

NOTE: BEARINGS ARE BASED ON THE DAKOTA COUNTY COORDINATE SYSTEM NAD-83 (1986 ADJ.)

REV.	DESCRIPTION	BY	DATE
	CITY OF INVER GROVE HEIGHTS		

CITY OF INVER GROVE HEIGHTS

PERMANENT DRAINAGE AND UTILITY EASEMENT DEDICATION

Gorman Surveying, Inc.
8640 HARRIET AVE. SO. SUITE 102
BLOOMINGTON, MINNESOTA 55420
(952)346-6300 FAX (952)346-9110

DRAWN BY: R.W.C. DATE: 08-27-2010

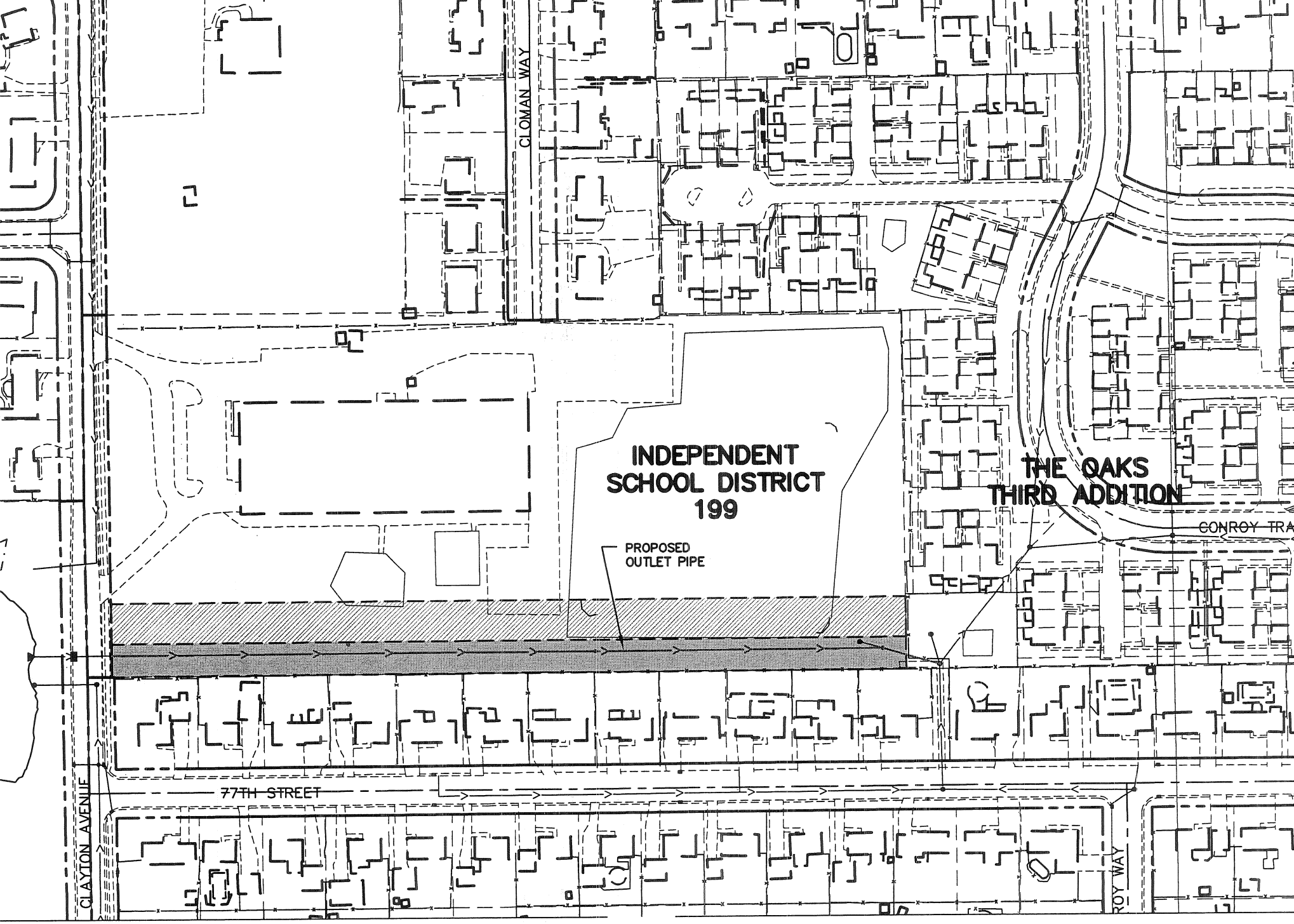
HORIZONTAL SCALE IN FEET 0 25 50 100

CHECKED BY: DATE:

JOB NUMBER 09-039 SHEET 1 OF 1

FILE: Rolling Meadows Easement.dwg

Exhibit No. 5
(Depiction of "ISD 199 Storm Sewer Extension Improvement")


CLOMAN WAY
INDEPENDENT
SCHOOL DISTRICT
199
PROPOSED
OUTLET PIPE
THE OAKS
THIRD ADDITION
CONROY TRA
77TH STREET
CLAYTON AVENUE
ROY WAY

LEGEND