

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JUNE 27, 2011
8150 BARBARA AVENUE
7:30 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:

A. Recognize Retirement of Chief Charles Kleckner from the Inver Grove Heights Police Department after 30 Years of Service

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. Minutes – June 13, 2011 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending June 22, 2011 _____

C. Change Order No. 1 for City Project No. 2011-09A, Cracksealing _____

D. Agreement for 2011 Citizen-Assisted Lake Monitoring Program (CAMP) _____

E. Land Alteration Permit No. C-086-11 (R) for Steve Watrud for Part of Lot 1, Block 1 of the Gainey Addition _____

F. Approve Contract for Geotechnical Services to Sample and Test Pond Sediments at Three Storm Water Facility Maintenance Locations _____

G. Resolution Accepting Individual Project Order No. 17C with Kimley-Horn & Associates, Inc. for Additional Construction Phase Services for City Project No. 2011-09D – South Grove Street Reconstruction Area 6 _____

H. Resolution Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay _____

I. Resolution Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2011-09F – 65th Street East Street Improvements _____

J. Adopt Resolution Approving Assessment Against Dakota County Tax Parcel No. 20-36500-21-060 with Respect to City's Local Improvement Project to Abate Failed Septic System on Property Owned by Steven Patrick Barry and Irene E. Barry _____

K. Approve Easement Agreement with Xcel Energy for Gas Rectifier Line _____

L. Adopt the Trail Gap Report _____

M. Approve VMCC/Grove Improvement Projects _____

- N. Proclamation Designating July as Park and Recreation Month _____
- O. Approve Park Maintenance Fund (Fund 444) Funding Transfer _____
- P. Approve Park Naming Policy _____
- Q. Agreement with IGHHA for Dasher Board and Wall Panel Advertising _____
- R. Authorize Legal Boundary Survey of Property Owned by Lawrence Kladek for Future Trail Purposes _____
- S. Approve of Access Agreement for Property Located a 4325 66th St _____
- T. 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;** Consider Application of El Loro of Inver Grove Heights, Inc. dba El Loro for an On-Sale/Sunday Intoxicating Liquor License for premises located at 5681 Blaine Ave. _____
- B. **CITY OF INVER GROVE HEIGHTS;** Consider Proposed Spending Plan to Authorize Expenditures of Tax Increments from the City’s TIF District No. 4–1 pursuant to Minnesota Statutes, Sections 469.176 Subd. 4m and a Proposed Business Subsidy Agreement pursuant to Sections 116J.993 to 116J.995 _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **IGH INVESTMENTS, LLC (ARGENTA HILLS 3RD ADDITION);** Consider Resolution relating to a Final Plat, Final PUD Development Plan and Development Contract with related documents for the plat of Argenta Hills 3rd Addition _____
- B. **STEPHEN WEBB;** Consider the following actions for property located at 10115 Cloman Path:
 - i. A Conditional Use Permit to allow an amateur radio tower in excess of height allowed in a residential zoning district _____
 - ii. A Variance to exceed structure height in the Critical Area Overlay District _____
- C. **LUTHER NISSAN KIA;** Consider Resolution relating to a **Conditional Use Permit Amendment** to add a 20,000 square foot building addition and a 43,000 square foot parking lot addition to the existing site for the property located at 1470 50th Street _____
- D. **KAY DICKISON;** Consider the following actions for property located at 7521 River Road:
 - i. A Variance from the bluffline setback to construct a 160 square foot structure in the bluffline whereas 40 feet is required _____

- ii. A Variance from the front yard setback for an accessory structure to be located 20 feet from the front property line _____

PUBLIC WORKS:

- E. CITY OF INVER GROVE HEIGHTS; Adopt Resolution Authorizing City to send Default Notification Letter on Concord Hills Development with a 60-Day Cure Timeframe _____

ADMINISTRATION:

- F. CITY OF INVER GROVE HEIGHTS; Change Order No. 24 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation _____

- G. CITY OF INVER GROVE HEIGHTS; Consider Recommendation to Appoint Lt. Larry Stanger as Interim Police Chief _____

8. MAYOR AND COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

- A. Discuss Land Swap of City Property Benefitting Heritage Village Park/Rock Island Swing Bridge

10. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JUNE 13, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, June 13, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks and Recreation Director Carlson, Community Development Director Link, and Deputy Clerk Rheume.

3. PRESENTATIONS:

A. Citizen Advisory Commissioner Recognition

Mayor Tourville recognized Alice Lesney, Peter Hall, Damon Roth, Christine Koch, and Keith Joyce for their service on the City's various Citizen Advisory Commissions

B. Recognition of Melissa Rheume, Deputy City Clerk, for Receiving Municipal Clerk Certification

Mayor Tourville recognized Ms. Rheume's completion of the Minnesota Municipal Clerk Certification program. He stated Ms. Rheume completed the three-year program and subsequently applied for certification through the Minnesota Clerk and Finance Officers Association. He noted Ms. Rheume received her certification in the fall of 2010, but was formally recognized with other clerks receiving the certification at a conference in March.

4. CONSENT AGENDA:

Councilmember Madden removed Item 4F, Approve Declaration of Property for Heritage Village Park, from the Consent Agenda.

City Attorney Kuntz requested that Item 4K, Approve Irrigation Agreements with Gerten's – City Project No. 2010-09I, Blaine Ave. (North), be removed from the Consent Agenda.

A. Minutes – May 23, 2011 Regular Council Meeting

B. Resolution No. 11-90 Approving Disbursements for Period Ending June 8, 2011

C. Pay Voucher No. 24 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

D. Pay Voucher No. 2 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – B&B Sheetmetal and Roofing, Inc.

E. Pay Voucher No. 3 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – B&B Sheetmetal and Roofing, Inc.

G. Resolution No. 11-91 Approving Joint Powers Agreement with Dakota County for Cost Contribution for Architectural and Engineering Services related to the Mississippi River Regional Trail

H. Approve Agreement with James Gullickson for Payment of Outstanding Assessment for Improvements from City Project No. 1987-15

I. i) Resolution No. 11-92 Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2011-09A, Cracksealing

ii) Resolution No. 11-93 Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2011-09B, Sealcoating

J. Accept Proposals for Concrete Removal and Replacement Services

L. Resolution No. 11-94 Approving North Side Water Tower Site Lease Agreement with TTM Operating Construction, Inc.

M. Resolution No. 11-95 Approving Proposal from SRF Consulting Group to Prepare a Preliminary

Layout for City Project No. 2010-09F, Upper 55th Street from T.H. 3 to Babcock Trail

- N. **Resolution No. 11-96** Accepting Proposal from Barr Engineering Co. for Engineering Services to Model Runoff related to the Emergency Overflow Outlet from Pond T-23, City Project No. 2011-03
- O. **Resolution No. 11-97** Accepting Proposal from Barr Engineering for Hydrologic Modeling in the Highway 110 Area
- P. **Resolution No. 11-98** Accepting the MS4 Annual Report for 2010
- Q. **Resolution No. 11-99** Approving Revised Public Hearing Date and Ratifying Actions for Public Notice, City Project No. 2011-12
- R. **Resolution No. 11-100** Approving Joint Powers Agreement with Minnesota Bureau of Criminal Apprehension for Participation in the Internet Crimes Against Children Task Force
- S. Approve Renewal of Permits for 18 Advertising Bus Benches in the City
- T. Accept Donation to Inver Grove Heights Police Department from Ian Quinn
- U. Resolution No. 11-103 Approving Application of South St. Paul Youth Hockey Association for Charitable Gambling Premises Permit
- V. Approve Individual Massage Therapist License
- W. Schedule Public Hearing (El Loro Liquor License Application)
- X. Personnel Actions

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

Ayes: 4

Nays: 0 Motion carried.

- F. Approve Declaration of Property for Heritage Village Park (SG-2010-049)

Mayor Tourville stated this item was moved to the regular agenda and appears as Item 7E.

- K. Approve Irrigation Agreements with Gerten's – City Project No. 2010-09I, Blaine Ave. (North)

Mr. Kuntz explained the first agreement relates to the removal and replacement of the existing irrigation system along Blaine Avenue, and the second agreement confirms the rights of Gerten's to keep the irrigation system within the City boulevard area. He stated comments were received from the landowner regarding two minor changes, the first was to eliminate the fee associated with the permit to open the street, and the second was to allow Gerten's to submit a plan showing the proposed relocation of the irrigation system at the on-set of the project rather than waiting until the end. He noted the two changes appeared reasonable and the agreements would be amended accordingly.

Motion by Madden, second by Grannis, to approve irrigation agreements with Gerten's for City Project No. 2010-09I, Blaine Ave. (North)

Ayes: 4

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Joe McBride, 4055 59th St. E., expressed concerns regarding the excavation activity and the removal of trees at the Dawn Way landfill. He opined that Frattalone had exceeded the grading limits set forth in the approved grading plan and requested that the City revoke the excavation permit for the Dawn Way Landfill until such time that a public forum can be held to discuss the issue. He presented the City Council with a letter requesting enforcement action.

Mayor Tourville explained staff would continue to investigate the issue and would bring information back to the City Council for action if necessary.

Motion by Piekarski Krech, second by Grannis, to receive the letter from Joe McBride**Ayes: 4****Nays: 0 Motion carried.**

Allan Cederberg, 1162 East 82nd Street, displayed pictures he received in the mail of homes with exterior maintenance issues such as missing roofs and no siding. He explained that he was informed that the City Code does not address these types of problems, only issues such as tall grass and junk vehicles. He opined that problems of that nature are eye sores on the community that negatively impact property values. He suggested that the City Council consider an amendment to the existing ordinance to address exterior building maintenance issues. He referenced the property maintenance regulations in the City of West St. Paul and suggested that the Council use them as an example.

Councilmember Piekarski Krech opined that specific sections of existing code do require that exteriors are adequately maintained.

Mr. Cederberg opined that the problems cannot be addressed and the code cannot be properly enforced because the City is short on personnel.

Mayor Tourville stated some pieces of the City Code may need to be updated and asked Mr. Link to put some information together for an upcoming Council work session for further discussion.

6. PUBLIC HEARINGS:

- A. CITY OF INVER GROVE HEIGHTS;** Consider Proposed Spending Plan to Authorize Expenditures of Tax Increments from the City's TIF District No. 4-1 pursuant to Minnesota Statutes, Sections 469.176 Subd. 4m and a Proposed Business Subsidy Agreement pursuant to Sections 116J.993 to 116J.995

Mayor Tourville announced that the public hearing for this item was postponed until June 27, 2011.

- B. CITY OF INVER GROVE HEIGHTS;** Consider Application of Kladek, Inc. dba King of Diamonds for Transfer of Ownership of On-Sale Intoxicating Liquor License for Premises Located at 6600 River Road

Mr. Kuntz provided background information on the item. He explained under the City Code whenever the ownership of a licensee is transferred or sold the Council has the opportunity to approve that transfer in order to confirm that the person receiving that interest in the company is eligible to receive a license under state law and City statute. He stated the item specifically relates to the proposed transfer of the stock ownership of Kladek, Inc. to Debra Kalsbeck. He noted in 2009 the Council approved a transfer of the stock in Kladek, Inc. from Lawrence Kladek to Susan Kladek, pursuant to a stock purchase agreement. By way of the approval, Kladek, Inc. remained the license holder for the business with all of the stock being held by Susan Kladek and all of the officer positions in the corporation being held by Susan Kladek.

Mr. Kuntz explained in 2011 there were five litigation matters that culminated in the transfer of ownership the Council has been asked to approve. The first was the dissolution of marriage between Lawrence Kladek and Susan Kladek in Dakota County District Court. The second was a lawsuit between Lawrence Kladek and Susan Kladek over the terms and conditions of the purchase agreement and the responsibilities of which party had certain debt obligations and which did not. The third matter was the entity, Kladek, Inc., was placed in Chapter 11 federal bankruptcy for the purpose of reorganizing the corporate entity. The fourth litigation matter was a lawsuit filed by a number of employees alleging wage and hour violations involving Kladek, Inc., Susan Kladek, and Lawrence Kladek. The fifth matter was that the state and federal authorities finalized the amounts that were due on the state level for income and sales tax from Kladek, Inc. for past obligations, and the IRS finalized the amount Kladek, Inc. owed for past obligations for federal income tax. He noted it was determined that Kladek, Inc. owed approximately \$1 million dollars to the state and \$1.7 million dollars to the IRS.

Mr. Kuntz reviewed the details surrounding Lawrence Kladek's felony conviction for tax evasion. He explained upon his release from federal prison in 2010, amidst the previously mentioned litigation matters, the question indirectly posed to the City was whether or not Lawrence Kladek could receive stock in Kladek, Inc. and therefore be the licensee. He stated the informal opinion issued by the City Attorney's

office at that time was that it was improbable that the scenario presented could occur. Thus, in the divorce decree the stock of Kladek, Inc. was awarded to Lawrence Kladek, subject to and contingent upon the City Council approving the transfer of the stock immediately from Lawrence Kladek, by way of a sale agreement, to Debra Kalsbeck. He stated the contract litigation, divorce litigation, Chapter 11 litigation, wage and hour litigation, and the state and federal tax liens have all been resolved contingent upon the sale of the stock in Kladek, Inc., by way of another entity, to Debra Kalsbeck. He explained the stock would be held by a company being formed by Ms. Kalsbeck, KOD Holdings, Inc. Ms. Kalsbeck would be the sole stock holder and sole officer of that company, which would own all of the stock of Kladek, Inc., essentially making Ms. Kalsbeck the controlling owner of Kladek, Inc. He stated the plan of sale was approved by the bankruptcy court and prior to its approval the creditors involved were allowed to vote on the plan for the sale of the stock. He noted the plan was unanimously approved by the creditors, including the State of Minnesota.

Mr. Kuntz stated the application to be considered by the Council was submitted by Debra Kalsbeck. He explained the real property (building and land) is owned by Lawrence Kladek, who will in turn lease the property to the company who will be running the business, Kladek, Inc. He stated an application of this nature is reviewed by the City and five major criteria are investigated. The first item is to determine if the applicant is eligible to receive a liquor license under state statute and City code. He noted a background check was conducted by the Police Department and nothing was found that would deem Ms. Kalsbeck ineligible to hold a license. He stated the second inquiry relates to a similar investigation of the designated on-site operations manager if that individual is different than the owner. In this case a separate on-site manager was identified on the application to be Darlys Gibbs. It was determined, through a background investigation, that Ms. Gibbs was eligible to hold a license. He stated the third inquiry relates to the real estate taxes for the premises and verification that there are no delinquent balances or outstanding tax debts for the property. It was confirmed with Dakota County that the real estate taxes had been paid and were current. He stated the fourth inquiry relates to a provision under Minnesota Statutes Section 270C which allows the state, if it so chooses, to send notice to the City telling them to deny a license due to outstanding sales tax issues. He explained no such notice was sent to the City with respect to this business. He stated the fifth inquiry is to confirm that the actual "real party of interest" is making the application for the license. In order to verify that Ms. Kalsbeck was the real party of interest the following items were considered: the unanimous opinion of approval of from the creditors that reviewed and voted on the plan of sale in bankruptcy court, the approval of the plan of sale by the State of Minnesota as part of the bankruptcy court proceedings, no opposition to the plan was shown by the IRS, the application indicates that Debra Kalsbeck will be the sole officer and the sole stock holder, and the review of the bankruptcy court documents, divorce decree, and purchase agreement. He explained after review of the stock purchase agreement, lease agreement, and lien agreement it appears to be a commercially normal transaction and it appears that the real party of interest is in fact Ms. Kalsbeck.

Mayor Tourville referenced the delinquent sales tax issues and opined that he was disappointed that the State never notified the City of the problem while it was occurring. He asked if staff has ever received reports or notices from the State in reference to unpaid sales tax for other businesses in the City.

Ms. Rheame responded in the affirmative.

Mayor Tourville stated there were tremendous amounts of money not paid to the State and Federal government.

Mr. Kuntz reiterated that the plan requires monthly payments be made until the delinquencies are paid in full.

Mayor Tourville clarified that after review of all the documents that it looks like a legitimate deal and everything appears to be in order on the application and plan of sale.

Mr. Kuntz stated he did not find anything out of the ordinary.

Mr. Kuntz requested that Ms. Kalsbeck state for the record that Lawrence Kladek will not be in a managerial position of the business.

Councilmember Piekarski Krech stated it was her recollection that Lawrence Kladek could not be at the premises.

Mr. Kuntz clarified that Lawrence Kladek could not be involved with the on-site management of the business.

Debra Kalsbeck, 1589 Woodland Drive, Red Wing, stated she will be the future owner of the business and Darlys Gibbs will be the on-site operations manager. She noted Lawrence Kladek has experience in the business and she may ask him a question, but he would only be a consultant.

Councilmember Grannis asked if Ms. Kalsbeck was aware how the back taxes that were discussed earlier came about.

Ms. Kalsbeck opined that it was retroactive and they were found as the investigation became more in-depth.

Councilmember Grannis opined that it was found as a result of Lawrence Kladek underreporting his own income.

Mayor Tourville stated that would have nothing to do with the failure to report the liquor sales.

Mr. Kuntz asked Ms. Kalsbeck if she and Darlys Gibbs would be the persons operating and managing the business on-site and if there were a problem they would be the persons to contact.

Ms. Kalsbeck responded in the affirmative.

Mr. Kuntz asked Ms. Gibbs to confirm that there would be no role, place, or title for Lawrence Kladek in the business where he would act as “assistant manager” or any other role of that nature.

Ms. Kalsbeck confirmed Mr. Kuntz’s statement and added that Lawrence Kladek would not be in a managerial position.

James Kremer, counsel for Lawrence Kladek, addressed the sales tax issue. He explained there was underreporting of sales revenue. He noted a large portion of the amount due is penalties and interest.

Blake Nelson, separate counsel for Ms. Kalsbeck, stated he negotiated the terms of the deal on Ms. Kalsbeck’s behalf.

Russell Liljedahl, 6838 Carleda Avenue, expressed several concerns. He opined that the business continues to be sold to avoid consequences. He stated the Rock Island Swing Bridge pier is being marketed as a family destination and questioned if an ordinance could be passed to have the business moved so as to isolate it. He opined if the business was not moved a fence should be put up so it can not be seen by people when driving to the park or pier.

Marsha Schauer, 8146 Dawn Avenue, stated they did go to the Rock Island Swing Bridge pier and had to have that exact conversation with their seven (7) year old. She questioned why Susan had to sell it back to Lawrence instead of selling it directly to Debra.

Mr. Kuntz stated the terms of the divorce decree provided for the transfer of the stock back to Lawrence Kladek. He noted Susan Kladek never completely paid off the stock and therefore was unable to sell it directly to Ms. Kalsbeck because she did not own it.

Ms. Schauer asked if the City had the right to deny the application.

Mr. Kuntz reiterated that the City has an obligation to act in a reasonable matter to approve a transfer to someone who is legally eligible.

Ms. Schauer asked if it is possible to pass an ordinance that denies an application in the future.

Mr. Kuntz stated the case law would indicate if you can find the person to be ineligible you can deny it.

Ms. Schauer asked if it is possible to pass an ordinance that would be more restrictive than state law.

Mr. Kuntz stated there can be more restrictive rules with respect to liquor licenses.

Dian Piekarski, 7890 Babcock Trail, reiterated the fact that the business is right by the new gem of the City, the Rock Island Swing Bridge. She asked if the City can limit the number of liquor licenses that are issued.

Mr. Kuntz stated you can limit the number of liquor licenses issued in the City, but existing license holders would be able to remain.

Ms. Piekarski asked if adult entertainment is grandfathered in.

Mr. Kuntz stated the grandfather rights would remain.

Ms. Piekarski asked if the liquor license will be issued contingent on the owner staying current on tax payments.

Mayor Tourville reiterated the City was never notified of the delinquent state taxes. He noted staff can and will monitor the real estate taxes.

Ms. Piekarski expressed concern that Lawrence Kladek would still be involved in the business in some fashion.

Dan Schauer, 8146 Dawn Ave., opined that what is legal is not always what is right. He posed the question to the Council if this is the right thing to do.

Allan Cederberg, 1162 82nd St. E., stated that the license is being transferred to Ms. Kalsbeck by Lawrence Kladek. He questioned how the license could be approved if Lawrence Kladek assumes control even for just a second.

Mr. Kuntz stated that the Council is not approving any transfer to Lawrence Kladek. He noted Lawrence Kladek could sign the agreement to sell the stock to Debra Kalsbeck before Susan signs the agreement to sell the stock to Lawrence; therefore Lawrence would never have control of the stock of Kladek, Inc.

Mr. Cedarburg questioned why the business has to sell liquor. He opined that the business does not obey the hours of sale. He referenced an incident at the club in which an intoxicated person got in a car and subsequently hit another car. He opined that the individual had been served too much and that the staff was not practicing responsible serving.

Mr. Lynch clarified that an employee at the King of Diamonds called the police and reported the incident because the employee knew that the individual should not be driving.

Ms. Piekarski Krech stated that there have been a number of examples in which employees of the establishment have called the police and reported issues in which they refused to serve to a person whom they felt was too intoxicated and should not be driving in an effort to practice responsible serving.

Ed Gunter, 6671 Concord Boulevard, stated he lives right across the street and in the time he has been there the security has been great. He added there is no reason not to grant the transfer of the license. He opined that it brings revenue and tourists to the City.

Mr. Liljedahl clarified that the business is grandfathered in, not the owner.

Motion by Madden, seconded by Piekarski Krech, to close the public hearing.

Ayes: 4

Nays: 0 Motion carried.

Motion by Madden, second by Piekarski Krech, to approve the transfer of ownership of On-Sale Intoxicating Liquor License held by Kladek, Inc. dba King of Diamonds for premises located at 6600 River Road

Ayes: 4

Nays: 0 Motion carried.

Mayor Tourville called for a five minute recess.

7. REGULAR AGENDA:**COMMUNITY DEVELOPMENT:****A. SAYYAD HUSSAIN;** Consider the following actions for property located at 5465 Babcock Trail:

- i) Ordinance relating to Rezoning the property from B-1, Limited Business District to B-3, General Business District
- ii) Resolution relating to a Comprehensive Plan Amendment to change the land use of the property from NB, Neighborhood Business, to CC, Community Commercial

Mr. Link stated the applicant would like to operate a small scale automobile sales lot on the site of the existing gas station convenience store. He explained that the property is currently zoned B-1, Limited Business, a designation that does not allow for auto sales. He stated the current comprehensive plan designation of the property is NC, Neighborhood Commercial, and the applicant has requested a change to CC, Community Commercial. He clarified that the Neighborhood Commercial category is intended to provide for businesses that provide goods and services to nearby residents, the use of the property as a gas station/convenience store is consistent with this category. He explained a change to Community Commercial does not appear appropriate or consistent with the existing development pattern of the area as the category is intended to provide for businesses that offer more intense goods and services that attract from a wider trade area. He stated if the property was rezoned to allow auto sales there would also be a number of other uses allowed that would not be appropriate for the area. He added that staff received three or four emails from nearby residents in opposition to the request. He noted both Planning staff and the Planning Commission recommended denial of the application.

Motion by Madden, second by Grannis, to adopt Resolution No. 11-101 denying the request for a Comprehensive Plan Amendment to change the land use of the property from NB, Neighborhood Business, to CC, Community Commercial and Rezoning from B-1, Limited Business District to B-3, General Business District

Ayes: 4

Nays: 0 Motion carried.

B. MICHIAL MULARONI (HEPPNER'S); Consider a Resolution relating to a Variance to Construct an Addition onto an Existing Building within the Side Yard Setback for Property located at 6042 Claude Way

Mr. Link stated the applicant requested a variance to construct a 48' x 60' addition onto the existing building. He explained the existing building is located 30 feet from the side property line whereas the zoning code requires a 40' setback. He noted the proposed addition would be kept in line with the existing building setback. He stated the building was constructed with proper permits, in compliance with the building and zoning codes. He added that in 2002 the side yard setback requirement for the I-1 zoning district was amended from 30' to 40'.

Mr. Link explained this is the first variance request the City Council has considered since the Governor signed into law new variance language that focuses on practical difficulties when reviewing variances. He stated the City now has the authority to grant variances when they are in accord with the general purpose and intent of the City ordinance and comprehensive plan. He noted in order to grant the requested variance, the City must review the application against criteria which are to be considered practical difficulties as identified in State Statute.

Mr. Link stated the proposed addition would not have a negative impact on the surrounding properties and the request would not be contrary to the comprehensive plan. He noted the property owner is proposing to utilize the property in a reasonable manner, keeping the addition in line with the existing building and meeting all other setbacks. He explained the property is unique in that when the building was constructed the side yard setbacks were 30 feet, and the request is not due to economic circumstances. He stated both Planning staff and the Planning Commission recommended approval of the request.

Mayor Tourville clarified that a hardship no longer needs to be identified for variance approval.

Motion by Madden, second by Grannis, to adopt Resolution No. 11-102 relating to a Variance to Construct an Addition onto an Existing Building within the Side Yard Setback for Property located at 6042 Claude Way

Ayes: 4

Nays: 0 Motion carried.

PUBLIC WORKS:

C. CITY OF INVER GROVE HEIGHTS; Update on Dawn Ave. Sidewalk and Boulevard, City Project No. 2011-09D

Mr. Thureen stated a resident spoke at the last meeting regarding the proposed alignment of the sidewalk along Dawn Avenue, between 69th Street and 66th Street. He explained the resident indicated that the alignment would negatively affect him and requested that the City consider reducing the boulevard from eight (8) feet to five (5) feet. He stated the City's Parks and Recreation Department recently prepared a Trail Gap Study that indicates a trail/walk should be considered along Dawn Avenue from 80th Street to Concord Boulevard. He noted in order to address the residents concern the Engineering division reviewed the entire stretch of Dawn Avenue from 80th Street to Concord. He explained after review it is apparent that the right-of-way north of 66th Street indicates a five (5) foot boulevard should be recommended because the homes on Dawn Avenue between 63rd Street and 66th Street would have a 28 foot driveway length between the future walk and the garages. He stated it is the recommendation of the City Engineer to establish a standard street section for Dawn Avenue from 80th Street to Concord Boulevard. The standard would include a 38 foot face to face street width, as previously discussed by the Council, plus a five (5) foot sidewalk with a five (5) foot boulevard on the west side of Dawn Avenue. He noted the change would be implemented at no additional cost to the City on City Project No. 2010-09I, South Grove Area 6.

Motion by Madden, second by Grannis, to establish a standard street section for Dawn Ave. from 80th St. to Concord Blvd. to include a 38 foot face to face street width, plus a five (5) foot sidewalk with a five (5) foot boulevard on the west side of Dawn Ave.

Ayes: 4

Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Authorize Submission of Grant Application for Safe Routes to Schools Program

Mr. Thureen stated there is an opportunity to apply for a grant for the safe routes to school program. He discussed pedestrian safety near the Inver Grove Heights Middle School on Cahill and 81st Street. He noted most of the short term safety features were implemented. He explained he believes the City's application will score highly because they a study completed.

Motion by Piekarski Krech, second by Grannis, to authorize submission of grant application for "Safe Routes to School" program

Ayes: 4

Nays: 0 Motion carried.

PARKS AND RECREATION:

E. CITY OF INVER GROVE HEIGHTS; Consider Declaration of Property for Heritage Village Park (SG-2010-049)

Mr. Carlson explained the City received a \$1,000,000 grant from the State of MN for park and trail development on the west bank of the Mississippi River in Dakota County at the site of the Rock Island Swing Bridge. He stated before funds can be spent the City needs to record a "declaration" on the property which in effect makes the property park land into perpetuity. He noted additional properties may be added in the future, however once declared a property cannot be removed from the list. He stated the Parks and Recreation Advisory Commission reviewed the issue and recommended approval.

Motion by Piekarski Krech, second by Grannis, to approve declaration of property for Heritage Village Park (SG-2010-049)

Ayes: 4

Nays: 0 Motion carried.

ADMINISTRATION:

F. CITY OF INVER GROVE HEIGHTS; Consider Award of Bid for A/V Multimedia Equipment for the City Council Chambers for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen explained the majority of the technology package was awarded prior to the completion of Phase 1 of the project, and the only piece left outstanding was the A/V package for the City Council Chambers. She stated two bids were received for the A/V package and the apparent low bid was submitted by Dascom Systems Group in the amount of \$110,810. She noted there is \$185,617 remaining in the budget for A/V equipment, and the funds for this contract do not come out of the construction contract. She stated the funds come from internal sources previously identified by the City Council: the MIS Fund, the City Facilities Fund, Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

Motion by Madden, second by Grannis, to approve award of bid to Dascom Systems Group in the amount of \$110,810 for the City Council Chambers for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 4

Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS; Approve Contract for A/V Multimedia Equipment for the City Council Chambers in the Public Safety Addition/City Hall Renovation

Ms. Teppen stated the vendor submitted their contract for approval following the bid opening and notification that the Council would consider the award of the bid. She explained the contract mirrors the previous contract entered into with Dascom Systems Group for the work done in Phase 1. She noted Dascom submitted the required bonds and signed project labor agreement.

Motion by Madden, second by Grannis, to approve contract with Dascom Systems Group for A/V Multimedia Equipment for the City Council Chambers in the Public Safety Addition/City Hall Renovation

Ayes: 4

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN: Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 9:35 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 27, 2011
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of June 9, 2011 to June 22, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending June 22, 2011. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$312,409.87
Debt Service & Capital Projects	245,481.49
Enterprise & Internal Service	152,817.20
Escrows	14,350.37
	<hr/>
Grand Total for All Funds	<u><u>\$725,058.93</u></u>

If you have any questions about any of the disbursements on the list, please call Bill Schroepfer, Accountant at 651-450-2516 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 June 9, 2011 to June 22, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING JUNE 9, 2011**

WHEREAS, a list of disbursements for the period ending June 9, 2011 was presented to the City Council for approval;

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

General & Special Revenue	\$312,409.87
Debt Service & Capital Projects	245,481.49
Enterprise & Internal Service	152,817.20
Escrows	14,350.37
Grand Total for All Funds	<u><u>\$725,058.93</u></u>

Adopted by the City Council of Inver Grove Heights this 27th day of June, 2011.

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
06/15/2011	106898	ACE PAINT & HARDWARE	CUST#501126	101-6000-451.40-40		6/2011	32.61
			CUST#501126	101-6000-451.40-40		6/2011	7.03
						* Total	39.64
06/15/2011	106899	AFSCME COUNCIL 5	UNION DUES	101-0000-203.10-00		6/2011	841.29
						* Total	841.29
06/15/2011	106900	ANDERSON, ALLISON	5/16-20/2011	101-4000-421.50-65		6/2011	99.30
			5/16-20/2011	101-4000-421.50-75		6/2011	77.77
			5/16-20/2011	101-4000-421.50-80		6/2011	536.96
						* Total	714.03
06/15/2011	106901	ARAMARK UNIFORM SERVICE	CUST#15353001	101-5200-443.60-45		6/2011	18.04
			CUST#15353001	101-6000-451.60-45		6/2011	23.32
						* Total	41.36
06/15/2011	106903	ASPEN MILLS	CUST#55077I	101-4200-423.60-45		6/2011	128.85
			IGH FIRE DEPT	101-4200-423.60-45		6/2011	281.80
						* Total	410.65
06/15/2011	106907	CITY OF NEWPORT BEACH	IGH FIRE DEPT	101-4200-423.60-18		6/2011	192.99
						* Total	192.99
06/15/2011	106914	CRESCENT ELECTRIC SUPPL	CUST#130393-00	101-6000-451.40-40		6/2011	390.44
						* Total	390.44
06/15/2011	106915	CULLIGAN	ACCT#157-98459118-8	101-4200-423.60-65		6/2011	49.15
						* Total	49.15
06/15/2011	106916	CULLIGAN	PARKS	101-6000-451.40-40		6/2011	2,022.08
						* Total	2,022.08
06/15/2011	106917	DAKOTA CTY FINANCIAL SV	ACCT# 737	101-4000-421.50-80		6/2011	75.00
						* Total	75.00
06/15/2011	106918	DAKOTA CTY SOIL & WATER	LMR WMO BOARD MTG	101-5000-441.50-75		6/2011	48.79
						* Total	48.79
06/15/2011	106920	DAKOTA ELECTRIC ASSN	PARKS	101-6000-451.40-20		6/2011	306.18
						* Total	306.18
06/15/2011	106921	DAKOTA ELECTRIC ASSN	PARKS	101-6000-451.40-20		6/2011	184.20
						* Total	184.20
06/15/2011	106922	DAKOTA ELECTRIC ASSN	PARKS	101-6000-451.40-20		6/2011	3,833.09
						* Total	3,833.09
06/15/2011	106923	DAKOTA ELECTRIC ASSN	PARKS	101-6000-451.40-20		6/2011	10.94
						* Total	10.94
06/15/2011	106925	DANNER LANDSCAPING	PARKS	101-6000-451.60-16		6/2011	36.34
						* Total	36.34

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/15/2011	106926	DANNER LANDSCAPING	PARKS	101-6000-451.60-16		6/2011	480.94
						* Total	480.94
06/15/2011	106927	DON PIEHL	IGH POLICE DEPT	101-4000-421.60-40		6/2011	117.51
						* Total	117.51
06/15/2011	106930	GERTENS	CUST#103566	101-4200-423.60-18		6/2011	134.45
			ORDER#786805	101-6000-451.60-16		6/2011	56.58
			ORDER#788870	101-6000-451.60-16		6/2011	88.17
			ORDER#792221	101-6000-451.60-16		6/2011	143.09
			ORDER#810605	101-6000-451.60-16		6/2011	25.91
						* Total	448.20
06/15/2011	106931	GOVERNMENT FINANCE OFFI	#95162001	101-2000-415.30-70		6/2011	435.00
						* Total	435.00
06/15/2011	106947	JOHNSTON, MARK	SPRINKLER	101-4200-423.60-65		6/2011	7.49
						* Total	7.49
06/15/2011	106949	LANDSCAPE STRUCTURES, I	67807	101-6000-451.40-47		6/2011	476.92
						* Total	476.92
06/15/2011	106951	LO INK SPECIALTIES	CUST#21425	101-6000-451.60-65		6/2011	198.00
						* Total	198.00
06/15/2011	106952	M & J SERVICES, LLC	HWY 3 & 82 ST	101-5200-443.40-46		6/2011	425.00
			DAWN WAY	101-5200-443.40-66		6/2011	155.00
			DAWN WAY & 70TH ST	101-5200-443.40-66		6/2011	2,350.00
			BACON AVE & 47TH	101-5200-443.40-66		6/2011	1,495.00
			84TH & COOPER	101-5200-443.40-66		6/2011	1,190.00
			5/10-11/2011 REPAIRS	101-5200-443.40-46		6/2011	3,317.00
			5/12,13,16/2011 REPAIRS	101-5200-443.40-46		6/2011	4,364.00
			5/18-19/2011 REPAIRS	101-5200-443.40-46		6/2011	2,036.00
						* Total	15,332.00
06/15/2011	106955	MBFTE	ROSENDALE, SALSCHIEDER &	101-4200-423.30-70		6/2011	225.00
						* Total	225.00
06/15/2011	106957	METRO FIRE	IGH FIRE DEPT	101-4200-423.60-40		6/2011	145.10
						* Total	145.10
06/15/2011	106961	MINNEAPOLIS OXYGEN CO.	CUST#113504	101-4200-423.30-70		6/2011	21.87
			CUST#113505	101-4200-423.30-70		6/2011	14.58
						* Total	36.45
06/15/2011	106962	MN CONWAY FIRE & SAFETY	CUST#CITYOFIN	101-4200-423.40-42		6/2011	495.02
			CUST#CITYOFIN	101-4200-423.40-42		6/2011	308.08
						* Total	803.10
06/15/2011	106970	MTI DISTRIBUTING CO	CUST#91180	101-6000-451.60-40		6/2011	2,493.39
						* Total	2,493.39
06/15/2011	106971	MTI DISTRIBUTING CO	CUST#91180	101-6000-451.40-47		6/2011	115.40

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	115.40
06/15/2011	106974	NATURE CALLS, INC.	PARKS	101-6000-451.40-65		6/2011	520.63
						* Total	520.63
06/15/2011	106978	OPTUMHEALTH FINANCIAL S	MAY 2011 - CITY OF IGH	101-1100-413.30-55		6/2011	23.60
			MAY 2011 - CITY OF IGH	101-2000-415.30-55		6/2011	28.91
			MAY 2011 - CITY OF IGH	101-3000-419.30-55		6/2011	13.30
			MAY 2011 - CITY OF IGH	101-3300-419.30-55		6/2011	12.30
			MAY 2011 - CITY OF IGH	101-4000-421.30-55		6/2011	90.40
			MAY 2011 - CITY OF IGH	101-5000-441.30-55		6/2011	6.65
			MAY 2011 - CITY OF IGH	101-5100-442.30-55		6/2011	28.75
			MAY 2011 - CITY OF IGH	101-6000-451.30-55		6/2011	5.03
						* Total	208.94
06/15/2011	106983	QWEST	6510457-7671 869	101-6000-451.50-20		6/2011	41.59
						* Total	41.59
06/15/2011	106984	QWEST	6510457-7674 999	101-6000-451.50-20		6/2011	41.61
						* Total	41.61
06/15/2011	106986	REGINA MEDICAL CENTER	IGH POLICE DEPT	101-4000-421.30-70		6/2011	86.00
						* Total	86.00
06/15/2011	106994	SCHWAAB, INC	STAMPS	101-3300-419.60-40		6/2011	208.31
						* Total	208.31
06/15/2011	106998	SPRINT	ACCT#634573312	101-3300-419.50-20		6/2011	359.71
						* Total	359.71
06/15/2011	106999	STEENBERG, LUKE	6/7/2011 EXPENSES	101-4200-423.60-65		6/2011	29.81
						* Total	29.81
06/15/2011	107001	STREICHER'S	IGH POLICE DEPT	101-4000-421.60-45		6/2011	39.51
			IGH POLICE DEPT	101-4000-421.60-45		6/2011	45.95
						* Total	85.46
06/15/2011	107008	UNITED WAY	PLEDGE	101-0000-203.13-00		6/2011	230.00
						* Total	230.00
06/15/2011	107010	USA MOBILITY WIRELESS I	ACCT#317409-1	101-4000-421.50-30		6/2011	26.60
						* Total	26.60
06/15/2011	107011	VIKING PAINTS, INC.	CIG50	101-6000-451.60-16		6/2011	603.25
						* Total	603.25
06/15/2011	107015	WINFIELD SOLUTIONS, LLC	PARKS	101-6000-451.60-35		6/2011	454.65
						* Total	454.65
06/15/2011	107018	XCEL ENERGY	51-6431857-4	101-4200-423.40-10		6/2011	403.45
			51-6431857-4	101-4200-423.40-20		6/2011	1,160.25
						* Total	1,563.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/22/2011	107027	ACE BLACKTOP, INC.	NOV 51	101-5200-443.40-46		6/2011	25,280.00
			11 - 51	101-5200-443.60-16		6/2011	9,113.15
			COURTHOUSE BLVD	101-5200-443.40-46		6/2011	11,943.84
			CONCORD & BRODERICK	101-5200-443.40-46		6/2011	6,555.00
						* Total	52,891.99
06/22/2011	107028	ACE PAINT & HARDWARE	CUST#501126	101-5200-443.60-16		6/2011	13.88
						* Total	13.88
06/22/2011	107032	ARAMARK UNIFORM SERVICE	CUST#15353001	101-5200-443.60-45		6/2011	12.86
			CUST#15353001	101-6000-451.60-45		6/2011	28.50
						* Total	41.36
06/22/2011	107034	ARROW MOWER, INC.	ACCT#GROVINVE	101-5200-443.60-16		6/2011	99.14
						* Total	99.14
06/22/2011	107036	BERNARDY, DANIEL	TRAINING BURN EXPENSES	101-4200-423.50-75		6/2011	323.42
						* Total	323.42
06/22/2011	107039	BUCKLEY, BRANDON	6/8-12/2011 EXPENSES	101-4200-423.50-75		6/2011	31.39
						* Total	31.39
06/22/2011	107047	CITY OF SAINT PAUL	MAY 2011 ASPHALT MIX	101-5200-443.60-16		6/2011	3,482.98
						* Total	3,482.98
06/22/2011	107055	COPY RIGHT	IGH POLICE DEPT	101-4000-421.50-30		6/2011	72.76
						* Total	72.76
06/22/2011	107058	DAKOTA COMMUNICATIONS C	JULY 2011 MO DCC FEE	101-4000-421.70-30		6/2011	26,178.00
			JULY 2011 MO DCC FEE	101-4200-423.70-50		6/2011	13,090.00
						* Total	39,268.00
06/22/2011	107059	DAKOTA CTY PROP TAXATIO	MARCH 2011	101-2000-415.30-70		6/2011	6.56
			MARCH 2011	101-4200-423.30-70		6/2011	.40
			MARCH 2011	101-5100-442.30-70		6/2011	125.28
						* Total	132.24
06/22/2011	107061	DAKOTA CTY PROPERTY REC	TXID 148125-ABSTRACT FEE	101-1100-413.30-50		6/2011	184.00
						* Total	184.00
06/22/2011	107063	DAKOTA ELECTRIC ASSN	ACCT#109394-7	101-5400-445.40-20		6/2011	1,156.33
						* Total	1,156.33
06/22/2011	107067	DIAMOND VOGEL PAINT	CUST#10100173	101-5200-443.60-16		6/2011	10,851.45
						* Total	10,851.45
06/22/2011	107076	EMMONS & OLIVIER RESOUR	JOB#00095-0031	101-5100-442.30-30		6/2011	119.15
						* Total	119.15
06/22/2011	107080	FIRSTSCRIBE	ROWAY WEB APPLICATION	101-5100-442.60-42		6/2011	250.00
						* Total	250.00
06/22/2011	107083	GALLS INC	ACCT#5291308	101-4000-421.60-65		6/2011	108.08

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	108.08
06/22/2011	107100	HARDWOOD CREEK LUMBER,	8602	101-5100-442.60-40		6/2011	185.43
						* Total	185.43
06/22/2011	107102	HER, STEVE	EXPENSES	101-4000-421.60-45		6/2011	494.25
						* Total	494.25
06/22/2011	107108	INTERNATIONAL CODE COUN	CUST#0296400	101-3300-419.60-18		6/2011	240.57
						* Total	240.57
06/22/2011	107115	LANGUAGE LINE SERVICES	ACCT#902-0909043	101-4000-421.50-20		6/2011	12.91
						* Total	12.91
06/22/2011	107117	LEVANDER, GILLEN & MILL	CLIENT#92000E	101-4000-421.30-41		6/2011	17,697.66
						* Total	17,697.66
06/22/2011	107120	LEVANDER, GILLEN & MILL	CLIENT# 81000E	101-1000-413.30-40		6/2011	240.00
			CLIENT# 81000E	101-1000-413.30-42		6/2011	7,584.85
			CLIENT# 81000E	101-3200-419.30-42		6/2011	1,530.25
			CLIENT# 81000E	101-3300-419.30-42		6/2011	8.49
			CLIENT# 81000E	101-4000-421.30-42		6/2011	678.40
			CLIENT# 81000E	101-4200-423.30-42		6/2011	240.00
			CLIENT# 81000E	101-5000-441.30-42		6/2011	2,479.67
			CLIENT# 81000E	101-5100-442.30-42		6/2011	16.49
			CLIENT# 81000E	101-6000-451.30-42		6/2011	376.00
						* Total	13,154.15
06/22/2011	107121	LOCAL GOVERNMENT INFORM	IGH POLICE DEPT	101-4000-421.70-30		6/2011	1,431.00
						* Total	1,431.00
06/22/2011	107125	M & J SERVICES, LLC	96TH & BARTON	101-5200-443.40-66		6/2011	1,760.00
			BOYD & UPPER 79TH CIR	101-5200-443.40-66		6/2011	1,140.00
			RICH VALLEY PARK, W LOT	101-5200-443.40-66		6/2011	2,355.00
			BABCOCK & 60TH	101-5200-443.40-66		6/2011	860.00
			105 & BARNES AVE	101-5200-443.40-66		6/2011	1,235.00
			105 & BORMAN AVE	101-5200-443.40-66		6/2011	1,775.00
						* Total	9,125.00
06/22/2011	107138	NEENAH FOUNDRY COMPANY	CUST#I83000	101-5200-443.60-16		6/2011	123.98
						* Total	123.98
06/22/2011	107140	NEXTEL COMMUNICATIONS	ACCT#249388315	101-5200-443.50-20		6/2011	282.43
						* Total	282.43
06/22/2011	107142	OPTUMHEALTH FINANCIAL S	TESTING	101-1100-413.30-50		6/2011	250.00
						* Total	250.00
06/22/2011	107143	OSWALD, SCOTT	6/9-12/2011 EXPENSES	101-4200-423.50-75		6/2011	33.29
						* Total	33.29
06/22/2011	107147	PONTEM SOFTWARE BY RIA	CUST#INV01	101-1100-413.40-44		6/2011	738.00
						* Total	738.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/22/2011	107149	RCM SPECIALTIES, INC.	PATCHING	101-5200-443.40-46		6/2011	3,956.00
						* Total	3,956.00
06/22/2011	107150	SALSCHIEDER, TIM	EXPENSES - MBFTE	101-4200-423.30-70		6/2011	75.00
						* Total	75.00
06/22/2011	107153	SENSIBLE LAND USE COALI	A HUNTING, H BOTTEN	101-3200-419.50-80		6/2011	76.00
						* Total	76.00
06/22/2011	107154	SHEA, CATHY	EXPENSES	101-2000-415.50-65		6/2011	19.13
			EXPENSES	101-2000-415.50-75		6/2011	15.00
						* Total	34.13
06/22/2011	107157	SOLBERG AGGREGATE CO	STREET MAINTENANCE	101-5200-443.60-16		6/2011	587.80
			STREET MAINTENANCE	101-5200-443.60-16		6/2011	685.93
						* Total	1,273.73
06/22/2011	107158	SOUTH METRO SPORTS	BRIAN HENDEL	101-5200-443.60-45		6/2011	466.00
						* Total	466.00
06/22/2011	107159	SPECIALIZED ENVIRONMENT	ACCT#10984	101-5200-443.60-16		6/2011	360.00
						* Total	360.00
06/22/2011	107160	SPRINT	ACCT#166309819	101-4000-421.50-20		6/2011	399.90
						* Total	399.90
06/22/2011	107161	SPRINT	ACCT#266948529	101-4000-421.50-20		6/2011	760.20
						* Total	760.20
06/22/2011	107162	SPRINT	ACCT#634573312	101-3300-419.50-20		6/2011	557.57
						* Total	557.57
06/22/2011	107163	SPRINT	ACCT#378740559	101-5100-442.50-20		6/2011	224.65
						* Total	224.65
06/22/2011	107165	ST. CROIX TREE SERVICE,	ASH TREE REMOVAL	101-5200-443.40-46		6/2011	327.04
			ASH TREE REMOVAL	101-5200-443.40-46		6/2011	1,032.41
						* Total	1,359.45
06/22/2011	107166	STREICHER'S	IGH POLICE DEPT	101-4000-421.60-18		6/2011	495.90
						* Total	495.90
06/22/2011	107171	TOURVILLE, GEORGE	LEAGUE CONFERENCE EXPENSE	101-1000-413.50-80		6/2011	315.41
						* Total	315.41
06/22/2011	107172	TRACTOR SUPPLY CREDIT P	ACCT#1844	101-5200-443.60-16		6/2011	36.40
			ACCT#1844	101-5200-443.60-16		6/2011	36.40
			ACCT#1844	101-5200-443.60-16		6/2011	10.66
			ACCT#1844	101-5200-443.60-45		6/2011	59.48
			ACCT#1844	101-5200-443.60-16		6/2011	21.41
			ACCT#1844	101-5200-443.60-16		6/2011	171.38
						* Total	335.73

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/22/2011	107173	TRACTOR SUPPLY CREDIT P	ACCT#1893	101-6000-451.60-12		6/2011	25.66
						* Total	25.66
06/22/2011	107174	TRANS UNION LLC	CUST#0924V0008542	101-1100-413.30-50		6/2011	12.40
						* Total	12.40
06/22/2011	107176	TWIN CITIES OCCUPATIONA	ACCT#N26-1251001589	101-1100-413.30-50		6/2011	180.00
			ACCT#N26-1251001589	101-1100-413.30-50		6/2011	125.00
						* Total	305.00
06/22/2011	107178	UNIFORMS UNLIMITED	ACCT#I14866	101-4000-421.60-45		6/2011	12.32
						* Total	12.32
06/22/2011	107180	US POSTMASTER	PERMIT#24	101-1100-413.50-32		6/2011	1,987.70
						* Total	1,987.70
06/22/2011	107186	WHAT WORKS INC	5/23/2011	101-1100-413.30-50		6/2011	370.00
						* Total	370.00
06/22/2011	107188	XCEL ENERGY	ACCT#51-5185446-3	101-4000-421.40-42		6/2011	8.29
			ACCT#51-5185446-3	101-4000-421.40-42		6/2011	11.31
			ACCT#51-5185446-3	101-4000-421.40-42		6/2011	10.56
			ACCT#51-5185446-3	101-4000-421.40-42		6/2011	11.31
						* Total	41.47
06/22/2011	107189	XCEL ENERGY	ACCT#51-9782436-1	101-5400-445.40-20		6/2011	98.41
						* Total	98.41
06/22/2011	107190	XCEL ENERGY	ACCT#51-6435129-1	101-5400-445.40-20		6/2011	127.86
						* Total	127.86
06/22/2011	107191	XCEL ENERGY	ACCT#51-9897304-5	101-5400-445.40-20		6/2011	34.60
						* Total	34.60
06/22/2011	107192	XCEL ENERGY	ACCT#51-8849473-7	101-5400-445.40-20		6/2011	67.17
			ACCT#51-8849473-7	101-5400-445.40-20		6/2011	12.09
						* Total	79.26
06/22/2011	107194	XCEL ENERGY	ACCT#51-5279113-0	101-5200-443.40-20		6/2011	1,154.67
			ACCT#51-5279113-0	101-5400-445.40-20		6/2011	9,941.29
						* Total	11,095.96
06/22/2011	107197	3M	CUST#5918140	101-5100-442.60-45		6/2011	100.00
						* Total	100.00
06/17/2011	800192	CUB FOODS	ELAN CREDIT CARDS	101-4000-421.60-65		6/2011	141.75
			ELAN CREDIT CARDS	101-4200-423.50-75		6/2011	120.56
						* Total	262.31
06/17/2011	800198	MCDONALD'S	ELAN CREDIT CARDS	101-4200-423.50-75		6/2011	85.27
						* Total	85.27
06/17/2011	800202	NORTHERN TOOL & EQUIPME	ELAN CREDIT CARDS	101-4200-423.60-65		6/2011	102.23

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	102.23
06/17/2011	800205	PARTY CITY	ELAN CREDIT CARDS	101-4000-421.60-65		6/2011	81.95
						* Total	81.95
06/17/2011	800206	PROFESSIONALS SOURCE, T	ELAN CREDIT CARDS	101-4000-421.60-65		6/2011	263.82
						* Total	263.82
06/17/2011	800208	SEARS	ELAN CREDIT CARDS	101-5200-443.60-40		6/2011	107.11
						* Total	107.11
06/17/2011	800209	SUBWAY - CAHILL	ELAN CREDIT CARDS	101-4200-423.50-75		6/2011	42.85
						* Total	42.85
06/17/2011	800211	UNITED PARCEL SERVICE	ELAN CREDIT CARDS	101-4200-423.50-35		6/2011	13.03
						* Total	13.03
06/17/2011	800212	US POSTMASTER - IGH	ELAN CREDIT CARDS	101-4200-423.50-35		6/2011	44.00
						* Total	44.00
06/17/2011	800213	WHITE CASTLE	ELAN CREDIT CARDS	101-4200-423.50-75		6/2011	125.97
						* Total	125.97
				111 Checks	** Fund Total		213,874.62
06/22/2011	107077	ENDORSE COMMUNICATIONS	ANNUAL HOSTING	201-1600-465.30-70		6/2011	275.00
						* Total	275.00
06/22/2011	107123	LONE OAK COMPANIES	MAILING	201-1600-465.50-35		6/2011	355.00
						* Total	355.00
06/22/2011	107177	TWIN CITIES TOURISM	GOLF EVENT	201-1600-465.50-80		6/2011	90.00
						* Total	90.00
				3 Checks	** Fund Total		720.00
06/22/2011	107060	DAKOTA CTY PROPERTY REC	ANNUAL SPEC ASSESMNT 2011	399-9000-570.30-70		6/2011	9,075.00
						* Total	9,075.00
06/22/2011	107071	EHLERS AND ASSOCIATES,	DEBT STUDY	399-9000-570.30-15		6/2011	237.50
						* Total	237.50
				2 Checks	** Fund Total		9,312.50
06/22/2011	107038	BRAUN INTERTEC CORPORAT	CLIENT#I09213	402-6000-451.30-70		6/2011	7,210.15
						* Total	7,210.15
				1 Checks	** Fund Total		7,210.15
06/22/2011	107070	EHLERS AND ASSOCIATES,	QUICKTIF SOFTWARE	405-9000-570.30-70		6/2011	196.39
						* Total	196.39
06/22/2011	107073	EHLERS AND ASSOCIATES,	TIF MGMNT PLAN	405-9000-570.30-15		6/2011	253.33

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	253.33
						2 Checks ** Fund Total	449.72
06/22/2011	107164	SRF CONSULTING GROUP, I	PROF SERV THROUGH 5/31/11	420-5910-720.30-30	0010	6/2011	1,429.88
						* Total	1,429.88
						1 Checks ** Fund Total	1,429.88
06/22/2011	107120	LEVANDER, GILLEN & MILL	CLIENT# 81000E	425-5907-725.30-42		6/2011	2,395.85
			CLIENT# 81000E	425-5911-725.30-42	9811	6/2011	792.00
			CLIENT# 81000E	425-5922-725.30-42	0522	6/2011	301.40
						* Total	3,489.25
						1 Checks ** Fund Total	3,489.25
06/22/2011	107107	INSPEC INC	CITY HALL PHASE II	428-5918-728.70-60	0818	6/2011	545.47
			2011 RR CITY HALL	428-5918-728.70-60	0818	6/2011	406.75
						* Total	952.22
06/22/2011	107120	LEVANDER, GILLEN & MILL	CLIENT# 81000E	428-5910-728.30-42	0810	6/2011	13.50
						* Total	13.50
06/22/2011	107130	MCGHIE BETTS, INC	CLIENT#N0165	428-5918-728.70-60	0818	6/2011	2,565.00
						* Total	2,565.00
						3 Checks ** Fund Total	3,530.72
06/22/2011	107120	LEVANDER, GILLEN & MILL	CLIENT# 81000E	429-5924-729.30-42	0924	6/2011	256.50
						* Total	256.50
06/22/2011	107156	SHORT ELLIOTT HENDRICKS	PO#112151	429-5924-729.30-70	0924	6/2011	3,845.44
						* Total	3,845.44
						2 Checks ** Fund Total	4,101.94
06/15/2011	106937	HOISINGTON KOEGLER GROU	PARKS	430-5923-730.30-60	1023	6/2011	1,363.25
						* Total	1,363.25
						1 Checks ** Fund Total	1,363.25
06/15/2011	106905	BLACKHAWK TILE & STONE,	LOCKER ROOM REMODEL	431-5907-731.80-20	1107	6/2011	18,747.75
			LOCKER ROOM REMODEL	431-5907-731.80-20	1107	6/2011	18,000.00
						* Total	36,747.75
06/22/2011	107041	BUILDING MATERIAL SUPPL	BMSI#30590	431-5907-731.80-20	1107	6/2011	1,781.67
						* Total	1,781.67
06/22/2011	107129	MASTER MECHANICAL INC	CUST#7090	431-5907-731.80-20	1107	6/2011	7,341.50
						* Total	7,341.50
06/17/2011	800194	HEALTHCHECK SYSTEMS	ELAN CREDIT CARDS	431-5907-731.80-20	1107	6/2011	870.65
						* Total	870.65

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				4 Checks	** Fund Total		46,741.57
06/22/2011	107053	CONSTRUCTION BULLETIN	166520-130901	440-5900-740.50-30	1109B	6/2011	402.50
			166848-131765	440-5900-740.50-30	1009I	6/2011	231.00
			166848-131765	440-5900-740.50-30	1009I	6/2011	231.00
			167065-132453	440-5900-740.50-30	1109F	6/2011	211.75
			167065-132454	440-5900-740.50-30	1109F	6/2011	211.75
					* Total		1,288.00
06/22/2011	107062	DAKOTA CTY SOIL & WATER	2011 JAN-MAR	440-5900-740.30-70	1109D	6/2011	7,800.00
					* Total		7,800.00
06/22/2011	107086	GORMAN SURVEYING, INC	PROJECT 11-026	440-5900-740.30-30	1109D	6/2011	3,323.25
					* Total		3,323.25
06/22/2011	107113	KIMLEY-HORN & ASSOCIATE	PROJ#160509018.3	440-5900-740.30-30	1109D	6/2011	26,037.34
					* Total		26,037.34
06/22/2011	107120	LEVANDER, GILLEN & MILL	CLIENT# 81000E	440-5900-740.30-42	1109D	6/2011	4,640.55
					* Total		4,640.55
				5 Checks	** Fund Total		43,089.14
06/15/2011	107016	WSB & ASSOCIATES, INC.	4/1-30/2011 SERVICES	446-5940-746.30-70	1040	6/2011	1,594.50
					* Total		1,594.50
06/22/2011	107120	LEVANDER, GILLEN & MILL	CLIENT# 81000E	446-5915-746.30-42	0315	6/2011	2,284.00
					* Total		2,284.00
				2 Checks	** Fund Total		3,878.50
06/22/2011	107070	EHLERS AND ASSOCIATES,	QUICKTIF SOFTWARE	452-9000-570.30-70		6/2011	196.40
					* Total		196.40
06/22/2011	107073	EHLERS AND ASSOCIATES,	TIF MGMNT PLAN	452-9000-570.30-15		6/2011	253.33
					* Total		253.33
				2 Checks	** Fund Total		449.73
06/15/2011	106904	BLACKBERRY POINTE APART	TAX INCREMENT PAYMENT	453-9000-570.90-10		6/2011	119,985.40
					* Total		119,985.40
06/22/2011	107070	EHLERS AND ASSOCIATES,	QUICKTIF SOFTWARE	453-9000-570.30-70		6/2011	196.40
					* Total		196.40
06/22/2011	107073	EHLERS AND ASSOCIATES,	TIF MGMNT PLAN	453-9000-570.30-15		6/2011	253.34
					* Total		253.34
				3 Checks	** Fund Total		120,435.14
06/15/2011	106898	ACE PAINT & HARDWARE	CUST#501126	501-7100-512.60-16		6/2011	6.33
			CUST#501126	501-7100-512.60-16		6/2011	4.70
			CUST#501126	501-7100-512.60-16		6/2011	12.18

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	23.21
06/15/2011	106913	CONTRACTORS & SURVEYORS	STAKE FLAGS	501-7100-512.40-43		6/2011	272.53
						* Total	272.53
06/15/2011	106924	DALCO CORPORATION	CUST#0001020261	501-7100-512.60-11		6/2011	268.35
						* Total	268.35
06/15/2011	106925	DANNER LANDSCAPING	UTILITIES	501-7100-512.60-16		6/2011	18.17
			UTILITIES	501-7100-512.60-16		6/2011	10.69
						* Total	28.86
06/15/2011	106934	HD SUPPLY WATERWORKS LT	ACCT#99872	501-7100-512.75-50		6/2011	1,929.92
			ACCT#99872	501-7100-512.40-43		6/2011	1,257.40
						* Total	3,187.32
06/15/2011	106942	INT'L BRONZE MANUF & DE	IGH UTILITIES DEPT	501-7100-512.40-40		6/2011	929.50
						* Total	929.50
06/15/2011	106959	MIDWEST TESTING	WELLS	501-7100-512.40-43		6/2011	2,200.00
						* Total	2,200.00
06/15/2011	106978	OPTUMHEALTH FINANCIAL S	MAY 2011 - CITY OF IGH	501-7100-512.30-55		6/2011	21.36
						* Total	21.36
06/15/2011	106980	PINE BEND PAVING, INC.	ASPHALT PAVING	501-7100-512.40-46		6/2011	5,285.00
			REPAIR ON BLAINE AVE	501-7100-512.60-16		6/2011	289.00
						* Total	5,574.00
06/15/2011	107006	TKDA	PROJ#14026.007	501-7100-512.30-70		6/2011	3,835.45
						* Total	3,835.45
06/15/2011	107021	XCEL ENERGY	51-6098709-7 GAS INTERIM	501-7100-512.40-10		6/2011	139.56-
			51-6098709-7	501-7100-512.40-10		6/2011	26.22
			51-6098709-7	501-7100-512.40-10		6/2011	30.30
			51-6098709-7	501-7100-512.40-10		6/2011	34.14
			51-6098709-7	501-7100-512.40-10		6/2011	373.61
			51-6098709-7	501-7100-512.40-10		6/2011	31.06
			51-6098709-7	501-7100-512.40-10		6/2011	28.23
			51-6098709-7	501-7100-512.40-10		6/2011	28.91
			51-6098709-7	501-7100-512.40-10		6/2011	28.29
			51-6098709-7	501-7100-512.40-10		6/2011	28.30
			51-6098709-7	501-7100-512.40-20		6/2011	227.66
			51-6098709-7	501-7100-512.40-20		6/2011	108.79
			51-6098709-7	501-7100-512.40-20		6/2011	3,334.11
			51-6098709-7	501-7100-512.40-20		6/2011	26.26
			51-6098709-7	501-7100-512.40-20		6/2011	78.78
			51-6098709-7	501-7100-512.40-20		6/2011	123.76
			51-6098709-7	501-7100-512.40-20		6/2011	200.35
			51-6098709-7	501-7100-512.40-20		6/2011	3,070.70
			51-6098709-7	501-7100-512.40-20		6/2011	4,123.45
			51-6098709-7	501-7100-512.40-20		6/2011	17.73
			51-6098709-7	501-7100-512.40-20		6/2011	2,275.17

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/15/2011	107021	XCEL ENERGY	51-6098709-7	501-7100-512.40-20		6/2011	55.72
						* Total	14,111.98
06/21/2011	107026	US POSTMASTER	PERMIT IMPRINT	501-7100-512.50-35		6/2011	2,029.40
						* Total	2,029.40
06/22/2011	107027	ACE BLACKTOP, INC.	BLOOMBERG	501-7100-512.40-46		6/2011	665.00
						* Total	665.00
06/22/2011	107028	ACE PAINT & HARDWARE	CUST#501126	501-7100-512.60-16		6/2011	16.02
			CUST#501126	501-7100-512.60-16		6/2011	8.28
			CUST#501126	501-7100-512.60-16		6/2011	53.39
						* Total	77.69
06/22/2011	107035	AUTOMATIC SYSTEMS CO	CUST#INVE01	501-7100-512.40-42		6/2011	432.30
						* Total	432.30
06/22/2011	107065	DANNER LANDSCAPING	UTILITIES	501-7100-512.60-16		6/2011	18.17
						* Total	18.17
06/22/2011	107068	DIVERSE MACHINE WORKS	PO DAN	501-7100-512.30-70		6/2011	425.00
						* Total	425.00
06/22/2011	107074	EHLERS AND ASSOCIATES,	UTILITY RATE STUDY	501-7100-512.30-15		6/2011	451.25
						* Total	451.25
06/22/2011	107081	FLUEGEL ELEVATOR, INC.	20 0 10	501-7100-512.60-16		6/2011	453.95
						* Total	453.95
06/22/2011	107085	GERTENS	ORDER#806181	501-7100-512.60-16		6/2011	48.00
						* Total	48.00
06/22/2011	107135	MN PIPE & EQUIPMENT	CUST#2195	501-7100-512.60-16		6/2011	194.87
			CUST#2195	501-7100-512.60-16		6/2011	539.42
						* Total	734.29
06/22/2011	107182	VALLEY-RICH CO, INC	JOB#R11377 06/09	501-7100-512.40-46		6/2011	2,974.06
			JOB#R11378 06/09	501-7100-512.40-46		6/2011	2,913.52
			JOB#R11379 06/09	501-7100-512.40-46		6/2011	3,106.84
						* Total	8,994.42
06/22/2011	107185	WAGNER'S SOD CO, INC	SOD	501-7100-512.60-16		6/2011	46.80
			SOD	501-7100-512.60-16		6/2011	31.20
						* Total	78.00
06/22/2011	107197	3M	CUST#5918140	501-7100-512.60-45		6/2011	50.00
						* Total	50.00
						24 Checks	
						** Fund Total	44,910.03
06/15/2011	106919	DAKOTA CTY TREASURER	PERMIT APPLICATION	502-0000-207.01-00		6/2011	40.00
						* Total	40.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/15/2011	106978	OPTUMHEALTH FINANCIAL S	MAY 2011 - CITY OF IGH	502-7200-514.30-55		6/2011	13.54
						* Total	13.54
06/15/2011	107021	XCEL ENERGY	51-6098709-7	502-7200-514.40-20		6/2011	12.44
			51-6098709-7	502-7200-514.40-20		6/2011	49.32
			51-6098709-7	502-7200-514.40-20		6/2011	71.14
			51-6098709-7	502-7200-514.40-20		6/2011	14.38
			51-6098709-7	502-7200-514.40-20		6/2011	233.44
			51-6098709-7	502-7200-514.40-20		6/2011	170.71
			51-6098709-7	502-7200-514.40-20		6/2011	601.27
						* Total	1,152.70
06/22/2011	107027	ACE BLACKTOP, INC.	DAWN AVE	502-7200-514.40-43		6/2011	3,262.83
						* Total	3,262.83
06/22/2011	107074	EHLERS AND ASSOCIATES,	UTILITY RATE STUDY	502-7200-514.30-15		6/2011	451.25
						* Total	451.25
				5 Checks	** Fund Total		4,920.32
06/15/2011	106898	ACE PAINT & HARDWARE	CUST#501126	503-8600-527.40-40		6/2011	42.74-
			CUST#501126	503-8600-527.40-42		6/2011	17.07
			CUST#501126	503-8600-527.40-42		6/2011	29.36
						* Total	3.69
06/15/2011	106902	ARCTIC GLACIER, INC.	ACCT#1726134	503-8300-524.60-65		6/2011	216.28
						* Total	216.28
06/15/2011	106909	COCA COLA BOTTLING COMP	INVER WOOD GOLF COURSE	503-8300-524.76-10		6/2011	600.07
						* Total	600.07
06/15/2011	106910	COLLEGE CITY BEVERAGE	CUST#03592	503-8300-524.76-15		6/2011	448.85
						* Total	448.85
06/15/2011	106929	GEMPLER'S INC.	INVER WOOD GOLF COURSE	503-8600-527.60-50		6/2011	301.88
						* Total	301.88
06/15/2011	106932	GRANDMA'S BAKERY	INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.53
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.53
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.53
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.53
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.53
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.53
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	3.01-
						* Total	210.17
06/15/2011	106936	HEGGIES PIZZA	INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	98.25
			CUST#1708	503-8300-524.76-05		6/2011	150.70
						* Total	248.95
06/15/2011	106946	JJ TAYLOR DIST. COMPANY	CUST#834	503-8300-524.76-15		6/2011	362.75
						* Total	362.75

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/15/2011	106950	LEITNER COMPANY	INVERWOOD GOLF COURSE	503-8600-527.60-20		6/2011	413.18
			INVERWOOD GOLF COURSE	503-8600-527.60-20		6/2011	628.79
						* Total	1,041.97
06/15/2011	106963	MN GOLF ASSOCIATION, IN	INVER WOOD GOLF COURSE	503-8000-521.70-25		6/2011	2,337.00
						* Total	2,337.00
06/15/2011	106964	MN GOLF ASSOCIATION, IN	INVER WOOD GOLF COURSE	503-8000-521.70-25		6/2011	1,007.00
						* Total	1,007.00
06/15/2011	106965	MN GOLF ASSOCIATION, IN	INVER WOOD GOLF COURSE	503-8000-521.70-25		6/2011	741.00
						* Total	741.00
06/15/2011	106966	MN GOLF ASSOCIATION, IN	INVER WOOD GOLF COURSE	503-8000-521.70-25		6/2011	38.00
						* Total	38.00
06/15/2011	106968	MOYNIHAN, MATT	INVER WOOD GOLF COURSE	503-8300-524.60-65		6/2011	26.76
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	5.96
						* Total	32.72
06/15/2011	106969	MTI DISTRIBUTING CO	CUST#402307	503-8600-527.80-30		6/2011	9,973.99
						* Total	9,973.99
06/15/2011	106972	NAPA OF INVER GROVE HEI	INVER WOOD GOLF COURSE	503-8600-527.40-42		6/2011	33.93
			INVER WOOD GOLF COURSE	503-8600-527.40-42		6/2011	12.50
			INVER WOOD GOLF COURSE	503-8600-527.40-42		6/2011	6.05
						* Total	52.48
06/15/2011	106973	NATURE CALLS, INC.	JUNE 2011	503-8600-527.40-65		6/2011	69.38
						* Total	69.38
06/15/2011	106978	OPTUMHEALTH FINANCIAL S	MAY 2011 - CITY OF IGH	503-8500-526.30-55		6/2011	8.30
			MAY 2011 - CITY OF IGH	503-8600-527.30-55		6/2011	19.60
						* Total	27.90
06/15/2011	106979	PGA OF AMERICA	CUST#03608811	503-8500-526.50-70		6/2011	406.00
						* Total	406.00
06/15/2011	106981	PLAISTED COMPANIES, INC	CUST#INW1	503-8600-527.60-20		6/2011	816.38
						* Total	816.38
06/15/2011	106982	PRECISION TURF & CHEMIC	INVER WOOD GOLF COURSE	503-8600-527.60-30		6/2011	1,873.01
			INVER WOOD GOLF COURSE	503-8600-527.60-35		6/2011	1,161.27
						* Total	3,034.28
06/15/2011	106987	REINDERS, INC.	CUST#326799	503-8600-527.40-42		6/2011	51.81
						* Total	51.81
06/15/2011	106995	SERVICEMASTER CLEANING	INVER WOOD GOLF COURSE	503-8500-526.70-60		6/2011	3,585.01
						* Total	3,585.01
06/15/2011	106997	SPORT HALEY, INC.	INVER WOOD GOLF COURSE	503-8200-523.76-20		6/2011	42.73
						* Total	42.73

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/15/2011	107002	SUN NEWSPAPERS	GOLF GUIDE	503-8500-526.50-25		6/2011	374.25
			INVER WOOD GOLF COURSE	503-8500-526.50-25		6/2011	374.25
						* Total	748.50
06/15/2011	107004	TAYLORMADE ADIDAS GOLF	INVER WOOD GOLF COURSE	503-8200-523.76-25		6/2011	234.38
						* Total	234.38
06/15/2011	107005	TDS METROCOM	ACCT#6514573667	503-8500-526.50-20		6/2011	259.04
						* Total	259.04
06/15/2011	107009	US FOODSERVICE	ACCT#03805983	503-8300-524.60-65		6/2011	7.50
			CUST#3805983	503-8300-524.60-65		6/2011	171.22
			CUST#3805983	503-8300-524.76-05		6/2011	703.24
			CUST#3805983	503-8300-524.76-10		6/2011	13.30
						* Total	895.26
06/15/2011	107014	WILSON SPORTING GOODS	ACCT#187981	503-8200-523.76-25		6/2011	548.85
						* Total	548.85
06/15/2011	107017	XCEL ENERGY	51-5754364-1	503-8500-526.40-10		6/2011	50.21
			51-5754364-1	503-8600-527.40-10		6/2011	104.79
			51-5754364-1	503-8500-526.40-20		6/2011	14.69
			51-5754364-1	503-8500-526.40-20		6/2011	23.62
			51-5754364-1	503-8500-526.40-20		6/2011	783.87
			51-5754364-1	503-8500-526.40-20		6/2011	335.55
			51-5754364-1	503-8500-526.40-20		6/2011	123.84
						* Total	1,359.95
06/15/2011	107022	YOCUM OIL COMPANY, INC.	ACCT#506975	503-8600-527.60-21		6/2011	2,588.46
			ACCT#506975	503-8400-525.60-21		6/2011	1,479.12
						* Total	4,067.58
06/15/2011	107023	YOCUM OIL COMPANY, INC.	GOLF COURSE	503-8600-527.60-21		6/2011	2,505.23
						* Total	2,505.23
06/15/2011	107024	ZACK'S, INC.	INVER WOOD GOLF COURSE	503-8600-527.60-50		6/2011	236.92
						* Total	236.92
06/22/2011	107028	ACE PAINT & HARDWARE	CUST#501126	503-8600-527.40-40		6/2011	11.20
			CUST#501126	503-8600-527.40-42		6/2011	11.97
						* Total	23.17
06/22/2011	107033	ARCTIC GLACIER, INC.	ACCT#1726134	503-8300-524.60-65		6/2011	111.40
			INVER WOOD GOLF COURSE	503-8300-524.60-65		6/2011	67.24
			ACCT#1726134	503-8300-524.60-65		6/2011	133.48
						* Total	312.12
06/22/2011	107042	BUSINESS VOICE	INVERWOOD GOLF COURSE	503-8500-526.50-25		6/2011	500.00
						* Total	500.00
06/22/2011	107048	CITY PAGES	ACCT#126531	503-8500-526.50-25		6/2011	630.00
						* Total	630.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/22/2011	107049	COCA COLA BOTTLING COMP	INVER WOOD GOLF COURSE	503-8300-524.76-10		6/2011	372.80
						* Total	372.80
06/22/2011	107050	COLLEGE CITY BEVERAGE	CUST#03592	503-8300-524.76-15		6/2011	742.60
						* Total	742.60
06/22/2011	107069	DRAFT TECHNOLOGIES	INVER WOOD GOLF COURSE	503-8300-524.40-42		6/2011	35.00
						* Total	35.00
06/22/2011	107082	G & K SERVICES	INVER WOOD GOLF COURSE	503-8600-527.60-45		6/2011	102.38
			INVER WOOD GOLF COURSE	503-8600-527.60-45		6/2011	99.72
						* Total	202.10
06/22/2011	107098	GRAINGER	ACCT#806460150	503-8500-526.60-65		6/2011	399.51
						* Total	399.51
06/22/2011	107099	GRANDMA'S BAKERY	INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.49
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	18.28
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	32.60
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	37.38
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.55
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.55
			INVER WOOD GOLF COURSE	503-8300-524.76-05		6/2011	35.55
						* Total	230.40
06/22/2011	107111	JJ TAYLOR DIST. COMPANY	CUST#00834	503-8300-524.76-15		6/2011	496.50
						* Total	496.50
06/22/2011	107126	M. AMUNDSON LLP	CUST#902858	503-8300-524.76-05		6/2011	235.74
						* Total	235.74
06/22/2011	107131	MENARDS - WEST ST. PAUL	ACCT#30170265	503-8600-527.40-40		6/2011	22.43
			ACCT#30170265	503-8600-527.40-40		6/2011	22.43
			ACCT#30170265	503-8600-527.40-42		6/2011	96.51
						* Total	96.51
06/22/2011	107144	PAUL RONYAK-DIST. FLEXS	INVERWOOD GOLF COURSE	503-8600-527.60-50		6/2011	591.24
						* Total	591.24
06/22/2011	107145	PING	CUST#4085	503-8200-523.76-25		6/2011	173.24
						* Total	173.24
06/22/2011	107169	TIM LOCKLER'S	INVER WOOD GOLF COURSE	503-8500-526.40-40		6/2011	105.00
						* Total	105.00
06/22/2011	107170	TITLEIST	ACCT#008363	503-8200-523.76-45		6/2011	788.56
			ACCT#008363	503-8200-523.76-45		6/2011	1,148.80
						* Total	1,937.36
06/22/2011	107179	US FOODSERVICE	CUST#03805983	503-8300-524.60-65		6/2011	263.97
			CUST#03805983	503-8300-524.76-05		6/2011	486.34
			CUST#03805983	503-8300-524.76-10		6/2011	124.39
			CUST#03805983	503-8300-524.60-65		6/2011	47.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/22/2011	107179	US FOODSERVICE	CUST#03805983	503-8300-524.76-05		6/2011	153.77-
						* Total	768.42
06/22/2011	107187	WINZER CORPORATION	CUST#177723	503-8600-527.40-42		6/2011	83.65-
			CUST#177723	503-8600-527.40-42		6/2011	189.62
						* Total	105.97
06/17/2011	800192	CUB FOODS	ELAN CREDIT CARDS	503-8300-524.76-05		6/2011	16.93
						* Total	16.93
06/17/2011	800195	HOME DEPOT	ELAN CREDIT CARDS	503-8500-526.60-65		6/2011	41.55
						* Total	41.55
06/17/2011	800199	MENARDS - WEST ST. PAUL	ELAN CREDIT CARDS	503-8500-526.60-65		6/2011	3.14
						* Total	3.14
06/17/2011	800203	OFFICEMAX INC	ELAN CREDIT CARDS	503-8500-526.60-10		6/2011	177.48
						* Total	177.48
06/17/2011	800204	P.O.S. SYSTEMS	ELAN CREDIT CARDS	503-8500-526.60-65		6/2011	1.50
						* Total	1.50
				57 Checks	** Fund Total		44,704.28
06/15/2011	106912	COMMUNITY EDUCATION	AMISH TRIP/UCARE/LUNCH	504-0000-227.10-00		6/2011	2,766.00
						* Total	2,766.00
06/15/2011	106930	GERTENS	CUST#103566	504-6100-452.60-09	R30400	6/2011	20.17
						* Total	20.17
06/15/2011	106933	GULLERUD, JOHN	REFUND-SCHEDULE CONFLICT	504-0000-347.00-00	R40900	6/2011	18.00
						* Total	18.00
06/15/2011	106940	IGH BASEBALL ASSOCIATIO	LITTLE SPARTANS BASEBALL	504-6100-452.30-70	R41050	6/2011	900.00
						* Total	900.00
06/15/2011	106941	IGH SENIOR CENTER	MAY 2011 SENIOR CLUB MEMB	504-0000-227.10-00		6/2011	160.00
						* Total	160.00
06/15/2011	106945	ITL PATCH COMPANY, INC.	PARKS AND REC	504-6100-452.60-09	R20680	6/2011	337.19
						* Total	337.19
06/15/2011	106953	MAYER ARTS INC	DANCE/THEATER CLASSES	504-6100-452.30-70	R20920	6/2011	830.00
						* Total	830.00
06/15/2011	106954	MAYER, SHARI	CLASS AT PINEBEND ELEM	504-6100-452.30-70	R90100	6/2011	80.00
						* Total	80.00
06/15/2011	106956	METRO ATHLETIC SUPPLY	CUST#INV500	504-6100-452.60-09	R55000	6/2011	38.15
						* Total	38.15
06/15/2011	106958	MEYER, PEPPER	TENNIS COACHES CLINIC	504-6100-452.50-80	R40300	6/2011	15.00
						* Total	15.00

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06/15/2011	106978	OPTUMHEALTH FINANCIAL S	MAY 2011 - CITY OF IGH	504-6100-452.30-55	R90100	6/2011	13.09
						* Total	13.09
06/15/2011	106992	SAM'S CLUB	ACCT#7715090061606950	504-6100-452.60-09	R40500	6/2011	88.01-
						* Total	88.01-
06/15/2011	106996	SOUTH ST PAUL UMPIRES A	MAY 2011	504-6100-452.30-70	R50100	6/2011	4,239.00
						* Total	4,239.00
06/15/2011	107000	STEFFEN, JEANNE	CXL CLASS	504-0000-347.00-00	R50600	6/2011	21.00
						* Total	21.00
06/15/2011	107003	TAHO SPORTSWEAR	PARKS AND REC	504-6100-452.60-45	R90100	6/2011	431.25
						* Total	431.25
06/15/2011	107025	ZENNER, JEFFREY	OFFICIALS FEES	504-6100-452.30-70	R40200	6/2011	45.00
						* Total	45.00
06/22/2011	107029	ALPHABITS BAND	CONCERT 6/28/11	504-6100-452.30-70	R30720	6/2011	175.00
						* Total	175.00
06/22/2011	107040	BUECKSTER, SHIRLEY	CANCELLED SHELTER RENTAL	504-0000-207.03-00		6/2011	3.32
			CANCELLED SHELTER RENTAL	504-0000-347.00-00	R60400	6/2011	46.68
						* Total	50.00
06/22/2011	107127	MAGER, ALEX	LACROSSE OFFICIALS FEES	504-6100-452.30-70	R40200	6/2011	33.00
						* Total	33.00
06/22/2011	107139	NEXT LEVEL SPORTS, LLC	ACCT#IGH PARKS AND REC	504-6100-452.30-70	R40900	6/2011	400.00
						* Total	400.00
06/17/2011	800195	HOME DEPOT	ELAN CREDIT CARDS	504-6100-452.60-09	R30720	6/2011	88.15
			ELAN CREDIT CARDS	504-6100-452.60-40	R90100	6/2011	271.15
						* Total	359.30
06/17/2011	800196	LOWE'S	ELAN CREDIT CARDS	504-6100-452.60-09	R90100	6/2011	13.48
			ELAN CREDIT CARDS	504-6100-452.60-40	R90100	6/2011	469.01
						* Total	482.49
06/17/2011	800197	MAJORS SPORTS CAFE	ELAN CREDIT CARDS	504-6100-452.60-09	R50280	6/2011	50.00
						* Total	50.00
06/17/2011	800200	MN TWINS	ELAN CREDIT CARDS	504-6100-452.50-90	R20120	6/2011	334.00
						* Total	334.00
06/17/2011	800201	NETKNACKS TENNIS AWARD	ELAN CREDIT CARDS	504-6100-452.60-09	R40340	6/2011	12.28
						* Total	12.28
				25 Checks	** Fund Total		11,721.91
06/15/2011	106908	COCA COLA BOTTLING COMP	VMCC	505-6200-453.76-10	C30200	6/2011	398.55
						* Total	398.55

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06/15/2011	106911	COMDATA	ACCT#RH172	505-6200-453.76-05	C30400	6/2011	1.76
						* Total	1.76
06/15/2011	106935	HEATON, LISA	OVERPAYMENT	505-0000-352.29-00	C16000	6/2011	19.50
						* Total	19.50
06/15/2011	106939	ICE SKATING INSTITUTE	VMCC ISI#0020075	505-6200-453.50-70	C40000	6/2011	350.00
						* Total	350.00
06/15/2011	106960	MILL CITY SIGN LLC	ACTIVE AGING FAIR GARAGE SALE - VMCC	505-6200-453.40-50 505-6200-453.40-50	C15500 C15500	6/2011 6/2011	139.23 139.23
						* Total	278.46
06/15/2011	106976	OFFICEMAX INC	ACCT#687054	505-6200-453.60-65	C70000	6/2011	6.72
						* Total	6.72
06/15/2011	106978	OPTUMHEALTH FINANCIAL S	MAY 2011 - CITY OF IGH	505-6200-453.30-55	C50000	6/2011	45.18
						* Total	45.18
06/15/2011	106988	ROACH, RICK	5/3-29/2011	505-6200-453.50-65	C25000	6/2011	45.39
						* Total	45.39
06/15/2011	106989	SAM'S CLUB	ACCT#7715090065702540 ACCT#7715090065702540	505-6200-453.60-65 505-6200-453.70-60	C81000 C81000	6/2011 6/2011	36.96 25.65
						* Total	62.61
06/15/2011	106992	SAM'S CLUB	ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950 ACCT#7715090061606950	505-6200-453.60-40 505-6200-453.60-65 505-6200-453.76-05 505-6200-453.76-10	C70000 C30400 C30400 C16000	6/2011 6/2011 6/2011 6/2011	92.56 255.89 330.71 48.84
						* Total	728.00
06/15/2011	107007	UNITED LABORATORIES	ACCT#55077-004	505-6200-453.60-11	C25000	6/2011	477.74
						* Total	477.74
06/15/2011	107012	VISTAR CORPORATION	CUST#10135003	505-6200-453.76-05	C30400	6/2011	424.43
						* Total	424.43
06/22/2011	107028	ACE PAINT & HARDWARE	CUST#501126 CUST#501126 CUST#501126 CUST#501126	505-6200-453.60-16 505-6200-453.60-16 505-6200-453.60-16 505-6200-453.60-16	C25000 C21000 C25000 C25000	6/2011 6/2011 6/2011 6/2011	34.14 45.15 74.73 7.46
						* Total	161.48
06/22/2011	107031	AQUA LOGIC, INC.	PARKS & REC	505-6200-453.80-80	C25000	6/2011	28,420.00
						* Total	28,420.00
06/22/2011	107041	BUILDING MATERIAL SUPPL	BMSI#31004	505-6200-453.40-40	C25000	6/2011	557.30
						* Total	557.30
06/22/2011	107051	COMCAST	ACCT#8772105910277033	505-6200-453.50-70	C10000	6/2011	74.95
						* Total	74.95

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06/22/2011	107064	DAKOTA GLASS & GLAZING	VMCC-ICE ARENA GLASS	505-6200-453.40-40	C25000	6/2011	448.00
			VMCC-WOMEN'S LOCKER ROOM	505-6200-453.40-40	C25000	6/2011	1,447.00
						* Total	1,895.00
06/22/2011	107079	FERRELLGAS	ACCT#7757735	505-6200-453.60-21	C21000	6/2011	54.80
			ACCT#7757735	505-6200-453.60-21	C21000	6/2011	76.46
			ACCT#7757735	505-6200-453.60-21	C21000	6/2011	54.08
			ACCT#7757735	505-6200-453.60-21	C21000	6/2011	54.02
						* Total	239.36
06/22/2011	107084	GENERAL REPAIR SERVICE	VMCC	505-6200-453.40-40	C25000	6/2011	596.47
						* Total	596.47
06/22/2011	107087	GRAINGER	ACCT#806460150	505-6200-453.60-16	C25000	6/2011	29.20
						* Total	29.20
06/22/2011	107088	GRAINGER	ACCT#806460150	505-6200-453.40-40	C25000	6/2011	1,110.97
						* Total	1,110.97
06/22/2011	107089	GRAINGER	ACCT#806460150	505-6200-453.60-16	C25000	6/2011	446.74
						* Total	446.74
06/22/2011	107090	GRAINGER	ACCT#806460150	505-6200-453.40-40	C25000	6/2011	1,024.40
						* Total	1,024.40
06/22/2011	107091	GRAINGER	ACCT#806460150	505-6200-453.60-11	C25000	6/2011	310.48
						* Total	310.48
06/22/2011	107092	GRAINGER	ACCT#806460150	505-6200-453.60-16	C21000	6/2011	60.98
						* Total	60.98
06/22/2011	107093	GRAINGER	ACCT#806460150	505-6200-453.60-16	C25000	6/2011	246.24
						* Total	246.24
06/22/2011	107094	GRAINGER	ACCT#806460150	505-6200-453.60-16	C25000	6/2011	118.70
			ACCT#806460150	505-6200-453.60-65	C25000	6/2011	70.99
						* Total	189.69
06/22/2011	107095	GRAINGER	ACCT#806460150	505-6200-453.60-16	C25000	6/2011	86.95
						* Total	86.95
06/22/2011	107096	GRAINGER	ACCT#806460150	505-6200-453.60-16	C25000	6/2011	452.33
						* Total	452.33
06/22/2011	107098	GRAINGER	ACCT#806460150	505-6200-453.40-40	C25000	6/2011	628.51
						* Total	628.51
06/22/2011	107101	HAWKINS INC	CUST#108815	505-6200-453.60-16	C25000	6/2011	1,852.88
						* Total	1,852.88
06/22/2011	107103	HILLYARD INC	CUST#274069	505-6200-453.60-11	C25000	6/2011	313.59
						* Total	313.59

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/22/2011	107104	HOME DEPOT CREDIT SERVI	ACCT#6035322017128343	505-6200-453.60-16	C25000	6/2011	16.03
			ACCT#6035322017128343	505-6200-453.60-16	C21000	6/2011	235.64
			ACCT#6035322017128343	505-6200-453.60-40	C25000	6/2011	48.69
						* Total	300.36
06/22/2011	107105	HUEBSCH SERVICES	CUST#92965	505-6200-453.40-40	C25000	6/2011	105.57
						* Total	105.57
06/22/2011	107112	KIMBALL MIDWEST	ACCT#226819	505-6200-453.60-12	C25000	6/2011	376.22
						* Total	376.22
06/22/2011	107124	M & E ENGINEERING INC	AHU-2	505-6200-453.80-80	C25000	6/2011	3,726.60
						* Total	3,726.60
06/22/2011	107128	MARK SCHOENFELDER PAINT	CUST#P10752	505-6200-453.80-20	C25000	6/2011	9,519.00
						* Total	9,519.00
06/22/2011	107136	MRPA	VMCC	505-6200-453.70-60	C10100	6/2011	500.00
						* Total	500.00
06/22/2011	107151	SAUNATEC INC	ACCT#3CIT300	505-6200-453.80-80	C25000	6/2011	5,635.24
						* Total	5,635.24
06/22/2011	107152	SCHINDLER ELEVATOR CORP	1077364	505-6200-453.40-40	C25000	6/2011	247.32
						* Total	247.32
06/22/2011	107183	VANCO SERVICES LLC	CLIENT#ES12073	505-6200-453.70-60	C10100	6/2011	45.00
						* Total	45.00
06/22/2011	107184	VARELA, FELICIA	REFUND	505-0000-207.03-00		6/2011	.99
			REFUND	505-0000-352.01-00	C10100	6/2011	14.01
						* Total	15.00
06/22/2011	107193	XCEL ENERGY	ACCT#51-6867948-7	505-6200-453.40-10	C25000	6/2011	5,553.99
			ACCT#51-6867948-7	505-6200-453.40-20	C25000	6/2011	17,857.55
						* Total	23,411.54
06/17/2011	800193	GOODWILL	ELAN CREDIT CARDS	505-6200-453.60-65	C60100	6/2011	9.05
						* Total	9.05
06/17/2011	800203	OFFICEMAX INC	ELAN CREDIT CARDS	505-6200-453.60-40	C10000	6/2011	4.60
						* Total	4.60
06/17/2011	800207	SCHOOL OUTFITTERS	ELAN CREDIT CARDS	505-6200-453.60-40	C10000	6/2011	594.87
						* Total	594.87
06/17/2011	800210	TARGET STORES	ELAN CREDIT CARDS	505-6200-453.60-65	C10100	6/2011	32.16
						* Total	32.16
06/17/2011	800212	US POSTMASTER - IGH	ELAN CREDIT CARDS	505-6200-453.50-35	C10100	6/2011	4.95
						* Total	4.95
06/17/2011	800214	ZUMBA FITNESS	ELAN CREDIT CARDS	505-6200-453.50-70	C70000	6/2011	30.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	30.00
				49 Checks	** Fund Total		86,093.34
06/15/2011	106978	OPTUMHEALTH FINANCIAL S	MAY 2011 - CITY OF IGH	602-2100-415.30-55		6/2011	.49
						* Total	.49
06/22/2011	107116	LEAGUE OF MN CITIES INS	LMCIT CLAIM 11075607	602-2100-415.70-20		6/2011	11,165.33
						* Total	11,165.33
				2 Checks	** Fund Total		11,165.82
06/15/2011	106898	ACE PAINT & HARDWARE	CUST#501126	603-5300-444.40-41		6/2011	28.28
				CUST#501126		6/2011	2.57
				CUST#501126		6/2011	5.88
				CUST#501126		6/2011	56.03
						* Total	92.76
06/15/2011	106901	ARAMARK UNIFORM SERVICE	CUST#15353001	603-5300-444.40-65		6/2011	32.95
				CUST#15353001		6/2011	17.21
						* Total	50.16
06/15/2011	106906	CARQUEST AUTO PARTS STO	CUST#614420	603-5300-444.40-41		6/2011	11.98
				CUST#614420		6/2011	3.83
						* Total	15.81
06/15/2011	106928	FACTORY MOTOR PARTS COM	ACCT#10799	603-0000-145.50-00		6/2011	78.59
				ACCT#10799		6/2011	15.00-
				ACCT#10799		6/2011	15.00-
						* Total	48.59
06/15/2011	106938	HOSE / CONVEYORS INC	CUST#CIT300	603-5300-444.40-41		6/2011	21.88
				CUST#CIT300		6/2011	2.29
						* Total	24.17
06/15/2011	106943	INVER GROVE FORD	ACCT#RICK	603-5300-444.40-41		6/2011	11.32
						* Total	11.32
06/15/2011	106948	KREMER SERVICES LLC	WORK ORDER#13471	603-5300-444.40-41		6/2011	662.99
				WORK ORDER#13538		6/2011	859.33
						* Total	1,522.32
06/15/2011	106967	MN WANNER COMPANY	DELANVAN 12V DEMAND PUMP	603-5300-444.40-41		6/2011	241.54
						* Total	241.54
06/15/2011	106978	OPTUMHEALTH FINANCIAL S	MAY 2011 - CITY OF IGH	603-5300-444.30-55		6/2011	6.65
						* Total	6.65
06/15/2011	106993	SCHARBER & SONS	ACCT#4502581	603-5300-444.40-41		6/2011	32.38
				ACCT#4502581		6/2011	414.14
				WORK ORDER#14849		6/2011	1,532.76
						* Total	1,979.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/15/2011	107013	WESTERN PETROLEUM COMPA	CUST#42140	603-0000-145.50-00		6/2011	818.74
						* Total	818.74
06/15/2011	107023	YOCUM OIL COMPANY, INC.	ACCT#502860	603-0000-145.60-00		6/2011	5,056.74
			ACCT#502860	603-0000-145.60-00		6/2011	4,276.83
			ACCT#502860	603-0000-145.60-00		6/2011	10,914.65
						* Total	20,248.22
06/22/2011	107028	ACE PAINT & HARDWARE	CUST#501126	603-5300-444.40-41		6/2011	10.67
			CUST#501126	603-5300-444.60-12		6/2011	19.19
						* Total	29.86
06/22/2011	107030	ALTERNATORS STARTERS &	PO SHOP	603-5300-444.40-41		6/2011	151.46
						* Total	151.46
06/22/2011	107032	ARAMARK UNIFORM SERVICE	CUST#15353001	603-5300-444.40-65		6/2011	32.95
			CUST#15353001	603-5300-444.60-45		6/2011	17.21
						* Total	50.16
06/22/2011	107037	BOYER TRUCKS - PARTS DI	ORDER#N77570	603-5300-444.40-41		6/2011	321.90
			ACCT#C20390	603-5300-444.40-41		6/2011	229.73
						* Total	551.63
06/22/2011	107045	CARQUEST AUTO PARTS STO	CUST#614420	603-0000-145.50-00		6/2011	70.49-
			CUST#614420	603-5300-444.40-41		6/2011	174.13
			CUST#614420	603-5300-444.40-41		6/2011	16.65
			CUST#614420	603-5300-444.40-41		6/2011	25.07
			CUST#614420	603-5300-444.40-41		6/2011	28.39
			CUST#614420	603-5300-444.40-41		6/2011	55.58
			CUST#614420	603-5300-444.40-41		6/2011	108.38
			CUST#614420	603-5300-444.40-41		6/2011	124.00
			CUST#614420	603-5300-444.60-12		6/2011	40.84
			CUST#614420	603-5300-444.40-41		6/2011	116.57
			CUST#614420	603-0000-145.50-00		6/2011	85.63
			CUST#614420	603-0000-145.50-00		6/2011	21.50
			CUST#614420	603-5300-444.40-41		6/2011	68.40-
			CUST#614420	603-5300-444.60-12		6/2011	12.35
			CUST#614420	603-5300-444.40-41		6/2011	5.68
			CUST#614420	603-5300-444.40-41		6/2011	20.83
			CUST#614420	603-5300-444.40-41		6/2011	5.68-
			CUST#614420	603-5300-444.40-41		6/2011	22.28
			CUST#614420	603-5300-444.40-41		6/2011	17.23
			CUST#614420	603-0000-145.50-00		6/2011	13.02
			CUST#614420	603-5300-444.60-12		6/2011	32.90
			CUST#614420	603-5300-444.60-12		6/2011	8.08
			CUST#614420	603-5300-444.40-41		6/2011	24.01
			CUST#614420	603-0000-145.50-00		6/2011	3.89
			CUST#614420	603-5300-444.40-41		6/2011	126.00
						* Total	938.44
06/22/2011	107046	CENTENNIAL GLASS	REPAIR	603-5300-444.40-41		6/2011	39.95
						* Total	39.95

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/22/2011	107052	COMPLETE COOLING SERVIC	14886	603-5300-444.40-41		6/2011	204.20
						* Total	204.20
06/22/2011	107066	DEALER AUTOMOTIVE SERVI	CUST#46612	603-5300-444.40-41		6/2011	17.10
			CUST#46612	603-5300-444.40-41		6/2011	479.37
						* Total	496.47
06/22/2011	107075	EMERGENCY APPARATUS MAI	IGH FIRE DEPT	603-5300-444.40-41		6/2011	1,939.03
						* Total	1,939.03
06/22/2011	107078	FACTORY MOTOR PARTS COM	ACCT#10799	603-0000-145.50-00		6/2011	150.43
			ACCT#10799	603-5300-444.40-41		6/2011	30.00
						* Total	180.43
06/22/2011	107106	I-STATE TRUCK CENTER	ACCT#13468	603-5300-444.40-41		6/2011	318.04
						* Total	318.04
06/22/2011	107109	INVER GROVE FORD	PO RICK	603-5300-444.40-41		6/2011	62.55
						* Total	62.55
06/22/2011	107112	KIMBALL MIDWEST	ACCT#222006	603-5300-444.60-12		6/2011	54.44
						* Total	54.44
06/22/2011	107114	KREMER SERVICES LLC	WORK ORDER#13688	603-5300-444.40-41		6/2011	751.73
						* Total	751.73
06/22/2011	107132	METRO JANITORIAL SUPPLY	PUBLIC WORKS	603-5300-444.60-12		6/2011	100.80
			STREETS	603-5300-444.60-12		6/2011	118.16
						* Total	218.96
06/22/2011	107137	NAPA OF INVER GROVE HEI	256992	603-5300-444.40-41		6/2011	52.92
			257002	603-5300-444.40-41		6/2011	7.96-
						* Total	44.96
06/22/2011	107140	NEXTEL COMMUNICATIONS	ACCT#249388315	603-5300-444.50-20		6/2011	103.26
						* Total	103.26
06/22/2011	107146	PIONEER RIM & WHEEL CO	ORD#1-58851	603-5300-444.40-41		6/2011	197.24
						* Total	197.24
06/22/2011	107155	SHERWIN-WILLIAMS	ACCT#6682-5453-5	603-5300-444.40-40		6/2011	1,058.37
						* Total	1,058.37
06/22/2011	107167	SWEEPER SERVICES	ELGIN PARTS	603-5300-444.40-41		6/2011	295.01
						* Total	295.01
06/22/2011	107173	TRACTOR SUPPLY CREDIT P	ACCT#1893	603-5300-444.40-41		6/2011	56.76
						* Total	56.76
06/22/2011	107175	TURFWERKS	PARKS	603-5300-444.40-41		6/2011	609.04
						* Total	609.04
06/22/2011	107194	XCEL ENERGY	ACCT#51-5279113-0	603-5300-444.40-10		6/2011	207.98

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
06/22/2011	107194	XCEL ENERGY	ACCT#51-5279113-0	603-5300-444.40-20		6/2011	1,782.45
						* Total	1,990.43
06/22/2011	107197	3M	CUST#5918140	603-5300-444.60-45		6/2011	100.00
						* Total	100.00
06/17/2011	800191	BARKER LEMAR	ELAN CREDIT CARDS	603-5300-444.50-80		6/2011	310.00
						* Total	310.00
				37 Checks	** Fund Total		35,811.98
06/15/2011	106976	OFFICEMAX INC	ACCT#687054	604-2200-416.60-10		6/2011	76.11
						* Total	76.11
06/22/2011	107054	COORDINATED BUSINESS SY	CUST#4502512 CUST#4502512	604-2200-416.60-10 604-2200-416.60-10		6/2011 6/2011	55.58 107.28
						* Total	162.86
06/22/2011	107148	PRECISION DATA SYSTEMS	CUST#0116	604-2200-416.60-05		6/2011	538.24
						* Total	538.24
06/17/2011	800203	OFFICEMAX INC	ELAN CREDIT CARDS	604-2200-416.60-05		6/2011	148.09
						* Total	148.09
				4 Checks	** Fund Total		925.30
06/15/2011	106975	NS/I MECHANICAL CONTRAC	PREVENTATIVE MAINT AGRMT	605-3100-419.40-40		6/2011	1,500.00
						* Total	1,500.00
06/22/2011	107097	GRAINGER	ACCT#806460150	605-3100-419.60-11		6/2011	42.76
						* Total	42.76
06/22/2011	107103	HILLYARD INC	CUST#274069	605-3100-419.60-11		6/2011	304.76
						* Total	304.76
06/22/2011	107134	MN DEPT OF LABOR & INDU	CUST#161847	605-3100-419.40-40		6/2011	100.00
						* Total	100.00
06/22/2011	107168	TDS METROCOM	ACCT#6515540132	605-3100-419.50-20		6/2011	983.31
						* Total	983.31
06/22/2011	107181	USA MOBILITY WIRELESS I	ACCT#0317493-5	605-3100-419.40-65		6/2011	4.91
						* Total	4.91
06/22/2011	107194	XCEL ENERGY	ACCT#51-5279113-0	605-3100-419.40-20		6/2011	5,858.94
						* Total	5,858.94
06/22/2011	107195	ZAYO ENTERPRISE NETWORK	ACCT#005456	605-3100-419.50-20		6/2011	1,003.54
						* Total	1,003.54
06/22/2011	107196	ZEE MEDICAL SERVICE	SUPPLIES IGH POLICE	605-3100-419.60-65 605-3100-419.60-65		6/2011 6/2011	73.55 18.60
						* Total	92.15

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
				9 Checks	** Fund Total		9,890.37
06/22/2011	107122	LOGISOLVE LLC	FINANCIAL SYSTEM PACKAGES	606-1400-413.30-70		6/2011	118.75
						* Total	118.75
06/22/2011	107141	OFFICE OF ENTERPRISE TE	CUST#200B00171	606-1400-413.30-75		6/2011	311.81
						* Total	311.81
06/17/2011	800190	AMAZON.COM	ELAN CREDIT CARDS	606-1400-413.60-42		6/2011	58.54
						* Total	58.54
				3 Checks	** Fund Total		489.10
06/09/2011	106897	WASHINGTON COUNTY SHERI	YAWA YEAHOME KITCHA	702-0000-229.10-00		6/2011	140.00
						* Total	140.00
06/15/2011	106985	RAMSEY COUNTY SHERIFF'S	RAFAELA TERESA RODRIGUEZ	702-0000-229.10-00		6/2011	100.00
						* Total	100.00
06/22/2011	107056	CULLIGAN	ACCT#157-98473242-8	702-0000-228.63-00		6/2011	71.32
						* Total	71.32
06/22/2011	107057	CULLIGAN	ACCT#157-98503022-8	702-0000-228.63-00		6/2011	65.40
						* Total	65.40
06/22/2011	107072	EHLERS AND ASSOCIATES,	ECON DEV	702-0000-228.35-00		6/2011	5,951.25
						* Total	5,951.25
06/22/2011	107120	LEVANDER, GILLEN & MILL	CLIENT# 81000E	702-0000-228.20-00		6/2011	88.00
						6/2011	33.00
						6/2011	3,363.00
						6/2011	11.00
						6/2011	1,452.00
						* Total	4,947.00
06/22/2011	107133	METZEN APPRAISALS	ARGENTA HILLS SECOND	702-0000-228.46-00		6/2011	3,000.00
						* Total	3,000.00
				7 Checks	** Fund Total		14,274.97
06/22/2011	107110	J.R.'S APPLIANCE DISPOS	75304	703-5500-446.40-25		6/2011	75.40
						* Total	75.40
				1 Checks	** Fund Total		75.40
				366 Checks	*** Bank Total		725,058.93
				366 Checks	*** Grand Total		725,058.93

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 for City Project No. 2011-09A – Cracksealing

Meeting Date: June 27, 2011
 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

SJA *CS*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 for City Project No. 2011-09A – Cracksealing.

SUMMARY

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$157,415.00 to Fahrner Asphalt on June 13, 2011 for City Project No. 2011-09A – Cracksealing.

Change Order No. 1, in the amount of \$7,200, is for flex patching on Upper 55th Street from Babcock Trail to the Highway 52 Bridge. Flex Patching is an effective way to seal wider cracks and cupped joints. This change order is to be funded from the Pavement Management Fund.

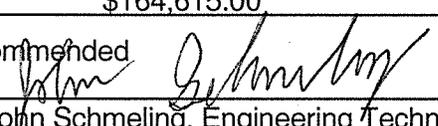
I recommend approval of Change Order No. 1 in the amount of \$7,200 (for a revised contract amount of \$164,615), for City Project No. 2011-09A – Cracksealing.

TJK/kf

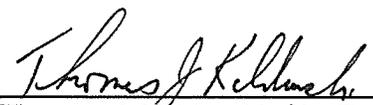
Attachments: Change Order No. 1

CHANGE ORDER NO. 1

**2011 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2011-09A
CRACKSEALING**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: June 21, 2011
Contractor: Fahrner Asphalt Sealers P.O. Box 659 Eau Claire, WI 54702	Engineer: City Engineer
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>See attached.</p>	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$157,415.00	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$157,415.00	Contract Time Prior to this Change Order
Net Increase of this Change Order \$7,200.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$164,615.00	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Fahrner Asphalt

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

June 27, 2011

ATTACHMENT TO CHANGE ORDER NO. 1

CITY PROJECT NO. 2011-09A – CRACKSEALING

Description of Changes:

The section of Upper 55th Street from Babcock Trail to the Highway 52 Bridge was found to have larger cracks and many cupped joints. To extend the life of the road and repair the cupped joints it was determined that flex patching was needed in this area. City staff met with a representative from the Contractor to determine which cracks would be better repaired with flex patch. There are about 4,000 lineal feet of cracks that require flex patch material. The product is sold by the pound and it takes about one pound per lineal foot of cracks. This product was successfully used in 2007 on City Project 2007-09A Crackseal on 78th Street, 79th Street, and Bowman Avenue. The Contractor agreed to a unit price for materials and installation of \$1.80 per pound.

Total Flex Patch = 4,000 lb X \$1.80/lb = \$7,200.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Agreement for 2011 Citizen-Assisted Lake Monitoring Program (CAMP)

Meeting Date: June 27, 2011
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: N/A *SST*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other:

PURPOSE/ACTION REQUESTED

Approve the Intergovernmental Agreement between the Metropolitan Council and the City of Inver Grove Heights for the 2011 CAMP and authorize payment of program fee.

The City has participated in the CAMP since 1995. The volunteer lake monitoring program involves the use of citizen volunteers to collect in-lake samples from 192 lakes in the Twin Cities Metropolitan Area. The volunteers measure surface water temperature and transparency, and collect surface water samples that are analyzed for total phosphorus, total Kjeldahl nitrogen, and chlorophyll-a on a biweekly basis from mid-April to mid-October (approximately 14 sampling events). After each monitoring date, samples are submitted to the Metropolitan Council for chemical analysis. Seidl's Lake will be involved in the Citizen-Assisted Lake Monitoring Program (CAMP) in 2011 with the costs being shared with South St. Paul.

The City's cost to participate in the program is \$275.00 per year for this sampling site. This covers the cost of volunteer training, pick-up and delivery of water samples, and a final analysis report.

The subject Intergovernmental Agreement defines the responsibilities of the City and the Metropolitan Council under the CAMP. A similar document has been signed each year that the City has participated in the program.

Public Works/Engineering recommends approval of the agreement and approval of payment of \$275.00 to the Metropolitan Council for the City's fees for the 2011 sampling program.

SDT/kf
Attachment: Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
METROPOLITAN COUNCIL AND THE
CITY OF INVER GROVE HEIGHTS**

THIS AGREEMENT is made and entered into by and between the Metropolitan Council (the "Council") and the City of Inver Grove Heights (the "City"), each acting by and through its duly authorized officers.

THE ABOVE-NAMED PARTIES hereby agree as follows:

I. GENERAL SCOPE OF AGREEMENT

The Council and the City agree to undertake a volunteer lake sampling study in order to provide an economical method of broadening the water quality database on lakes in the Twin Cities Metropolitan Area.

II. SPECIFIC SCOPE OF SERVICES

2.01 Lake Monitoring Program. The City and the Council agree to jointly undertake a volunteer lake monitoring program as specified below:

- a. **General Purposes of Program.** The volunteer lake monitoring program involves the use of citizen volunteers to monitor lakes in the Twin Cities Metropolitan Area. The volunteers will collect surface water samples to be analyzed for total phosphorus (TP), total Kjeldahl nitrogen (TKN), and chlorophyll-a (CLA). In addition, the volunteers will measure surface water temperature, water transparency, and fill out a lake sampling form to help describe the lake and weather conditions at the time of the sampling event. Lakes will be visited biweekly from April through October of 2011 (the "Monitoring Period") for the number of times and at the approximate intervals specified in paragraph (b) below. Each lake will be sampled over the deepest open water location. After each sampling date, the Council will arrange for chemical analysis of the samples either through its own laboratory or an outside laboratory.
- b. **Specific Lakes Involved.** The following lakes and specific lake site(s) listed below will be involved in the Council's Citizen-Assisted Lake Monitoring Program (CAMP) in 2011.

Lake name	ID#	Maximum # of sampling dates	Approximate sampling interval
Seidl (cost shared with South St. Paul)	19-0095	14	Biweekly

2.02 City Responsibilities. The City agrees that it will have sole responsibility for:

- a. Recruiting volunteers (who have access to a boat) to monitor the lakes the City wishes to involve in the program as listed in section 2.01(b) above.
- b. Providing the Council and/or volunteers with needed lake information such as lake bathymetric maps and access locations.
- c. Paying for the laboratory analysis cost of the samples collected by volunteers which cost is included in the amounts specified in Article III below.
- d. Ensuring that the volunteers participate in the training program.
- e. Ensuring that the volunteers fill out sampling forms during each sampling event, and collect and store samples until picked up by a Council representative.

2.03 Council Responsibilities. The Council agrees that it will:

- a. Organize the survey and train volunteers, pick up and deliver samples to the laboratory, and analyze the results of the lake and City data collection program.
- b. Prepare a final report containing the physical, chemical, and biological data obtained during the Monitoring Period and a brief analysis of the data.
- c. Provide quality control by collecting lake samples from random lakes involved in the volunteer program. The resulting parameter values will then be compared to determine if any problems exist involving the volunteer's sampling methods and what should be done to correct the problem.
- d. Provide the sample bottles and labels, and filters for chlorophyll filtration.

III. COMPENSATION; METHOD OF PAYMENT

3.01 Payment to Council. For all labor performed and reimbursable expenses incurred by the Council under this agreement during the Monitoring Period, the City agrees to pay the Council the following amounts per lake site listed in section 2.01(b).

Number of Sampling Dates	Payment amount (excludes sampling equipment)
8 to 14	\$550
6 to 7	\$280
1 to 5	\$200

For lake sites requiring sampling equipment, the cost for a kit of sampling equipment is \$150 per kit.

3.02 Payment Schedule. Payment of the total amount owing to the Council by the City shall be made within 30 days following the end of the Monitoring Period. An invoice specifying the amount owed by the City will be sent under separate cover.

3.03 Additional Analyses. The total amount specified in the previous paragraph does not include the cost of any additional analyses requested by the City, such as analysis of bottom samples. The Council will carry out any such additional analyses at the request of the City and subject to the availability of Council resources for carrying out such analyses. The Council will bill the City after the end of the Monitoring Period for any such additional analyses at the Council's actual cost, and the City will promptly reimburse the Council for any such costs billed.

IV. GENERAL CONDITIONS

4.01 Period of Performance. The services of the Council will commence on April 1, 2011, and will terminate on December 31, 2011, or following work completion and payment, whichever occurs first.

4.02 Amendments. The terms of this agreement may be changed only by mutual agreement of the parties. Such changes will be effective only on the execution of written amendment(s) signed by duly authorized officers of the parties to this agreement.

4.03 City Personnel. Thomas Kaldunski, or such other person as may be designated in writing by the City, will serve as the City's representative and will assume primary responsibility for coordinating all services with the Council.

4.04 Council's Contract Manager. The Council's Contract Manager for purposes of administration of this agreement is Kent Johnson, or such other person as may be designated in writing by the Council's Regional Administrator. The Council's Contract Manager will be responsible for coordinating services under this agreement.

However, nothing in this agreement will be deemed to authorize the Contract Manager to execute amendments to this agreement on behalf of the Council.

4.05 Equal Employment Opportunity; Affirmative Action. The Council and the City agree to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the Council and the City agree not to discriminate against any employee, applicant for employment, or participant in this study because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age; and further agree to take action to assure that applicants and employees are treated equally with respect to all aspects of employment, including rates of pay, selection for training, and other forms of compensation.

4.06 Liability. Each party to this agreement shall be liable for the acts and omissions of itself and its officers, employees, and agents, to the extent authorized by law. Neither party shall be liable for the acts or omissions of the other party or the other party's officers, employees or agents. Nothing in this agreement shall be deemed to be a waiver by either party of any applicable immunities or limits of liability including, without limitation, Minnesota Statutes, sections 3.736 (State Tort Claims) and chapter 466 (Municipal Tort Claims).

4.07 Copyright. No reports or documents produced in whole or in part under this agreement will be the subject of an application for copyright by or on behalf of the Council or City.

4.08 Termination of Agreement. The Council and the City will both have the right to terminate this agreement at any time and for any reason by submitting written notice of the intention to do so to the other party at least thirty (30) days prior to the specified effective date of such termination. In the event of such termination, the Council shall retain a pro-rata portion of the amounts provided for in Article III, based on the number of sampling events occurring for each lake before termination versus the total sampling events specified for each lake. The balance of the amounts will be refunded by the Council to the City.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the dates set forth below. This agreement is effective upon final execution by, and delivery to, both parties.

CITY OF INVER GROVE HEIGHTS

Date 6-27-11

By _____

Name George Tourville

Its Mayor

METROPOLITAN COUNCIL

Date _____

By _____

Name _____

EMA Section Manager

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Land Alteration Permit No. C-086-11 (R) for Steve Watrud for part of Lot 1, Block 1 of the Gainey Addition

Meeting Date: June 27, 2011
 Item Type: Consent
 Contact: Steve Dodge, 651-450-2541 SWP
 Prepared by: Steve Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director
 SA

Fiscal/FTE Impact:

<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approval of Land Alteration Permit No. C-086-11 (R) for Steve Watrud for part of Lot 1, Block 1 of the Gainey Addition.

SUMMARY

The attached land alteration permit (C-086-08) was originally approved by Council on May 12, 2008. Due to the economic lull, there was inactivity until June of 2010 when an administrative extension was authorized for one year. Staff has requested that Mr. Watrud bring the land alteration permit to Council to consider a request to re-issue the permit for three (3) more years with a requirement for annual administrative renewals.

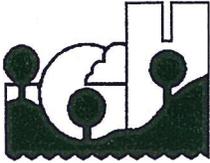
As a condition of approval, the owner is being asked to address the following items prior to re-issuance of the permit:

1. Bring the site into conformance with the NPDES permit.
 - a. Reseed areas with insufficient turf establishment.
 - b. Repair rills and erosion areas.
 - c. Repair/replace rock ditch checks as necessary to properly filter and safely convey storm water flows.
 - d. Additional requirements as directed by the City may be added at a future.
2. Submit \$1,000 to replenish the cash escrow account.
3. Extend existing or supply a new \$35,000 performance bond with an expiration date one-year beyond the three-year permit renewal period.
4. Permit must be renewed annually for a fee of \$75.00 per year.
5. Mr. Watrud must notify neighbors of the continuance of the permit.
6. Mr. Watrud must insure compliance with Dakota County gravel tax requirements.

Staff recommends approval of the re-issuance of Land Alteration Permit No. C-086-11 (R) for Steve Watrud for part of Lot 1, Block 1 of the Gainey Addition for a period of three (3) years with a requirement of annual administrative approvals.

SWD/kf

Attachment: Land alteration permit application
 Original memo dated May 12, 2008 to Council
 Location map



CITY OF INVER GROVE HEIGHTS
 8150 Barbara Avenue
 Inver Grove Heights, MN 55077
 (612) 450-2500 • (612) 450-2502 (fax)

Permit No. C-086-11(R)
 Type City Council

APPLICATION FOR LAND ALTERATION PERMIT

Date of Application 6-15-2011

Excavator
 Excavator Varies
 Contact Person _____
 Address _____
 Telephone _____ Fax _____

Land Owner(s)
 Land Owner Steve Watrud Watrud Properties
 Address 9070 90th Court E., Inver Grove Hts. MN 55076
 Telephone 612-270-0208 Fax 651-457-8535
 PID No. 20-28400-012-01
 Legal Description Lot 1 Block 1 Addition Gainey
 Section _____ Township _____

Land Owner _____
 Address _____
 Telephone _____ Fax _____
 PID No. 20-
 Legal Description Lot _____ Block _____ Addition _____
 Section _____ Township _____

Description of Land Being Altered
 General Location of Land Being Altered East Side of Clark Road, Inver Grove Hts.
West of Hwy 52
 Purpose of Land Alteration Remove Excess
 Value of Work \$ _____ Estimated Start Date 7-15-2011
 Estimated Completion Date ?

Source and Composition of Fill _____
 Cubic Yards of Fill _____ c.y.
 Cubic Yards of Excavation 56 000 c.y.
 Total Volume of Land Alteration = 56 000 c.y.

Total Area of Land Altered 7 Acres

A. Plan Checking Fees

100 - 500 Cubic Yards.....	NO FEE
501 TO 1,000 Cubic Yards.....	\$25.00
1,001 to 10,000 Cubic Yards.....	\$30.00
10,001 to 100,000 Cubic Yards.....	\$75.00
(For the first 10,000 Cubic Yards plus \$25.00 for each additional 10,000 Cubic Yards or fraction thereof).	
100,001 Cubic Yards or More.....	\$300.00
(For the first 100,000 Cubic Yards plus \$50.00 for each additional 100,000 Cubic Yards or fraction thereof).	

B. Grading Permit Fees

100 - 500 Cubic Yards.....	\$25.00
501 to 1,000 Cubic Yards.....	\$50.00
(For the first 500 Cubic Yards plus \$7.50 for each additional 100 Cubic Yards or fraction thereof).	
1,001 to 10,000 Cubic Yards.....	\$87.50
(For the first 1,000 Cubic Yards plus \$12.50 for each additional 1,000 Cubic Yards or fraction thereof).	
10,001 to 100,000 Cubic Yards.....	\$200.00
(For the first 10,000 Cubic Yards, plus \$16.00 for each additional 10,000 Cubic Yards or fraction thereof).	
100,001 Cubic Yards or more.....	\$350.00
(For the first 100,000 Cubic Yards, plus \$25.00 for each additional 100,000 Cubic Yards or fraction thereof).	

\$75.00 Renewal Fee

A. Plan Checking Fee \$ _____

B. Grading Permit Fee \$ _____

Total Fee (A + B) \$ Renewal

Amount of Bond \$ Free received

(\$5,000 per acre, minimum \$10,000; Must be submitted upon approval of application, if applicable).

Receipt # 2496

5182
df

Attachments to Application (The following plans, drawings, calculations, bonds and/or statements are required by the City Engineer).

- Half-section map or sketch of property showing all adjacent property indicating the existing buildings and/or structures.
- Grading plan showing existing and proposed finished contours and elevations.
- Drainage plan showing existing and proposed drainage ways, culverts, storm sewer pipe, drainage structures, stabilization walls, retaining walls, cribbing, dams, or other protective items.
- Calculations for and approximate quantities of excavation and/or fill required.
- Signed statement from the property owner accepting responsibility for the operation and granting permission for land alteration/mining operation.
- Statement to be attached to deed advising of potential need for soil tests prior to any construction on lots where additional fill material has been placed.
- Sediment and erosion control plan meeting the requirements of the City of Inver Grove Heights City Code 430: Stormwater Management.
- Conformance with the City of Inver Grove Heights Water Resource Management Plan.
- Soil borings.
- Conformance with the City of Inver Grove Heights' Tree Preservation Ordinance.
- A final use plan, illustrating the ultimate land uses projected for the property.
- Location and surface type of access roads.
- Certification of Comprehensive General Liability Insurance.
- Compaction and/or Soil Density Requirements.
- Other: _____

Stipulations

1. A surety bond or certified check in the amount of \$ N.A. (\$5,000 per acre, minimum \$10,000) must be submitted after approval of application and prior to any work. This bond or check is to ensure satisfactory performance and compliance with the below stated stipulations. The surety bond or check shall be kept active until the completion work and/or expiration of permit and can only be released by written notification of the City after a satisfactory final inspection has been performed by the City.
2. All access and street frontage of the land site must be controlled by a fence, a minimum of four (4) feet in height. All entrances must have gates that are capable of being locked.
3. Only rock, sand, gravel, dirt or similar natural earth fill is permitted. No concrete, asphalt, or demolition wastes will be permitted as fill unless a demolition landfill permit is first obtained from Dakota County (see attached).
4. Operations shall be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday - Saturday, and shall not interfere with the health and safety of surrounding residents and the premises shall be maintained at all times so as not to create a nuisance.
5. Any explosives used must be done so in accordance with Inver Grove Heights Code and any other applicable standards, e.g., Federal, State, Industrial, etc. Obtain all required permits.
6. At end of each season's operations and no later than the last day of December, each year, the site is to be left in a neat and orderly condition, with maximum slopes of 3:1 with no overhang of vertical banks and with a level bottom.
7. Each day, or when required by the City, material from this operation that is found to exist on City streets shall be cleaned to the City's satisfaction by the applicants.
8. Upon completion of land alteration operations, the land must be left according to the plans and contours submitted with this application and planted with vegetation (subject to approval by the City) to prevent erosion.
9. Upon completion of land alteration operations or expiration of this permit, an inspection will be made by the City of the premises and adjoining streets. Any damage to have been caused by these operations will be corrected by the applicant upon notification of the City.

[Signature]
Applicant's Signature

Date 6-15-11

[Signature]
Property Owner's Signature

Date 6-15-11

Property Owner's Signature

Date _____

*\$17500 Renewal fee paid (ck #5120). paid H or
There is \$521.42 left in escrow account (229.13) 6-15-11
effective 6-21-11.*

CITY USE ONLY			
Recommended for Approval	<input type="checkbox"/>	<input type="checkbox"/>	By _____ Date _____
	Yes	No	
Recommended for Approval	<input type="checkbox"/>	<input type="checkbox"/>	By <u>City Council</u> Date _____
	Yes	No	
Bond No. _____	Date Bond Expires _____		
Insurance Company _____	Date Insurance Expires _____		

June 15, 2011

Steve W. Dodge
City of Inver Grove Hts.
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Renewal of Land Alteration Permit

Dear Steve:

Enclosed is the application for the land alteration permit for the seven acres along Clark Road in Inver Grove Heights. Also enclosed is the \$75.00 fee.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Watrud", with a long horizontal flourish extending to the right.

Steven R. Watrud
9070 90th Court E.
Inver Grove Hts. MN 55076
612-270-0208

Enc.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Land Alteration Permit for Steve Watrud for part of Lot 1 Block 1 of the Gainey Addition Plat

Meeting Date: May 12, 2008
 Item Type: Regular
 Contact: Steve Dodge, 651-450-2541
 Prepared by: Steve Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approval of the Land Alteration Permit for Steve Watrud for part of Lot 1 Block 1 of the Gainey Addition Plat

SUMMARY

Consider a request for a land alteration permit for grading and excavating of material estimated at 56,000 cubic yards on and generally described as parcel I.D. No. 20-28400-012-01, that 7.3 Acre part of Lot 1 Block 1 of the Gainey Addition Plat as depicted in the exhibit.

The original Gainey Addition Plat was approved by Council in 1999. North of this site is the Sure Lock Storage development which was approved in 2007 and is still under construction. South of the site is the developed Gainey Realty truck terminal. Clark Road borders the west side.

The following property owners on the east side of the lot have been contacted by staff: Kenneth and Shirley Pike; Allan and Sharon Sachwitz. They were made aware of the Environmental Commission public meeting and of the May 12 City Council meeting.

The Environmental Commission approved the Land Alteration Permit as submitted by Steve Watrud with the conditions provided by City Staff at the meeting held on April 24. The Sachwitz's attended the Environmental Commission meeting and were generally concerned about noise, dust control, and general annoyances typical of construction. Kenneth and Shirley Pike were not able to attend the meeting but have included the attached letter that was shared with the Environmental Commission and includes several questions and concerns of the projected activity.

Enclosed is a letter from Steve Watrud responding to the Pike's concerns and several pictures submitted by Mr. Watrud of the Pikes' and his land.

The overall grading plan submitted has approximate grading elevations and drainage patterns which fall within the original approved grading plan with the following issues to consider:

Tree preservation requirements were met in the 1999 Gainey Addition Final Plat approval. The Planning Division has reviewed the information and found that the tree inventories were completed and the tree preservation requirements will be applied when the property is developed.

Permanent Grading and Drainage: The site as shown will be rough graded to the approximate temporary elevations shown until such time as the site is permanently developed. The sites 1999 approved grading plan reserved undisturbed areas for sanitary septic system which are not needed if the Southern Sanitary Sewer Extension gets built by the City. The Owner should consider reserving these areas until the sewer project is awarded by City Council.

Erosion Control and Turf Restoration: The site will need to acquire an NPDES Permit which will require grading plan along with a temporary and permanent sediment and erosion control plan. The NPDES Permit required packet will be sufficient City's needs for use with the land alteration permit. The measures to be considered are spelled out in the conclusions and recommendations below.

Wetlands: There are no wetlands within the site. The existing the storm sewer conveyance system is located on the south side of the site and directs water from this site to the west side of Clark Road into a treatment pond and eventually into a wetland. The majority of the storm runoff should be directed toward the existing ditch along Clark Road and will not be directed to the storm system. Proper measures such as temporary sediment basins shall apply until the site has full turf establishment.

Haul Routes and Hours of Operation: Clark Road and 117th Street can support the additional truck traffic and the owner will operate between the permitted hours of 7:00 am to 7:00 pm, Monday through Saturday.

Public Works/Engineering recommends approval of the land alteration permit subject to the standard land alteration permit conditions and in accordance with the following comments and conditions:

1. The long slopes shall be permanently seeded and blanketed within 14-days (place note on plans) of finished grading in order to reduce erosion. Any slopes 3:1 or steeper shall be permanently seeded and blanketed within 7-days. Temporary seeding will be necessary for any temporary stoppage in grading operations within a portion of the site which is longer than 21 days or for winter seeding conditions.
2. Finished grades shall not exceed 4H:1V unless otherwise approved by City Engineer.
3. This is a large site disturbance of over 5 acres; therefore, will need to incorporate temporary sediment basin (or internal ditch to catch and filtrate storm water runoff) sized appropriately for the drainage area until turf is established on site.
4. Label emergency overflow locations and elevations and draw drainage arrows showing the flow direction. Heavy duty silt fence is needed in these areas.
5. The City shall receive a copy of the NPDES permit along with the grading plan and SWPPP prior to issuing the land alteration permit or allowing site disturbance.
6. A pre-construction meeting shall be held at City Hall with the Engineering Division and erosion control shall be installed and inspected by the City Engineer prior to any site disturbance.
7. If needed, acquire written agreement with adjacent landowner to grade on their property.
8. Owner will need to coordinate his grading with the City's contractor in any permanent and temporary easements being acquired through City Project No. 2003-03 Southern Sanitary Sewer.
9. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer.
10. Owner shall closely maintain the erosion and sediment control devices to protect the City right-of-way, roads and ditches from construction sediment.
11. Street sweeping on an as needed basis shall be part of the sediment control best management practices for the site.
12. Dust must be controlled to the satisfaction of the City.
13. Tree replacement requirements shall be reviewed and approved by the Planning Division prior to disturbance.
14. Any material hauled on site shall be clean fill conforming to the requirements of Section 420 of the City Code.

15. The original approved grading plan retained the northeast portion of the site as undisturbed for the purpose of future septic. If the southern sanitary sewer project is constructed the septic system will not be necessary. At the time of review the respective City project had not been awarded yet; therefore, the landowner would grade this area at his own risk.
16. A \$1,500 cash escrow and \$35,000 performance bond shall be provided.
17. Erosion and sediment control measures may need to be installed to address any concentrated storm water flows from off site.
18. Additional requirements as directed by the City may be added at a future date if proposed features do not adequately address drainage and erosion control prior to full turf establishment.
19. Hours of operation are restricted to 7:00 am to 7:00 pm Monday through Saturday.

Attachments: Land Alteration Permit Application
Existing Conditions Map
Proposed Conditions Map
1999 Gainey Addition CUP Approval Final Grading Plan
Kenneth & Shirley Pike Letter
Steve Watrud Letter
Steve Watrud Pictures (Envelope)

LOCATION MAP WATRUD LAND ALTERATION PERMIT

BRIGGS DR

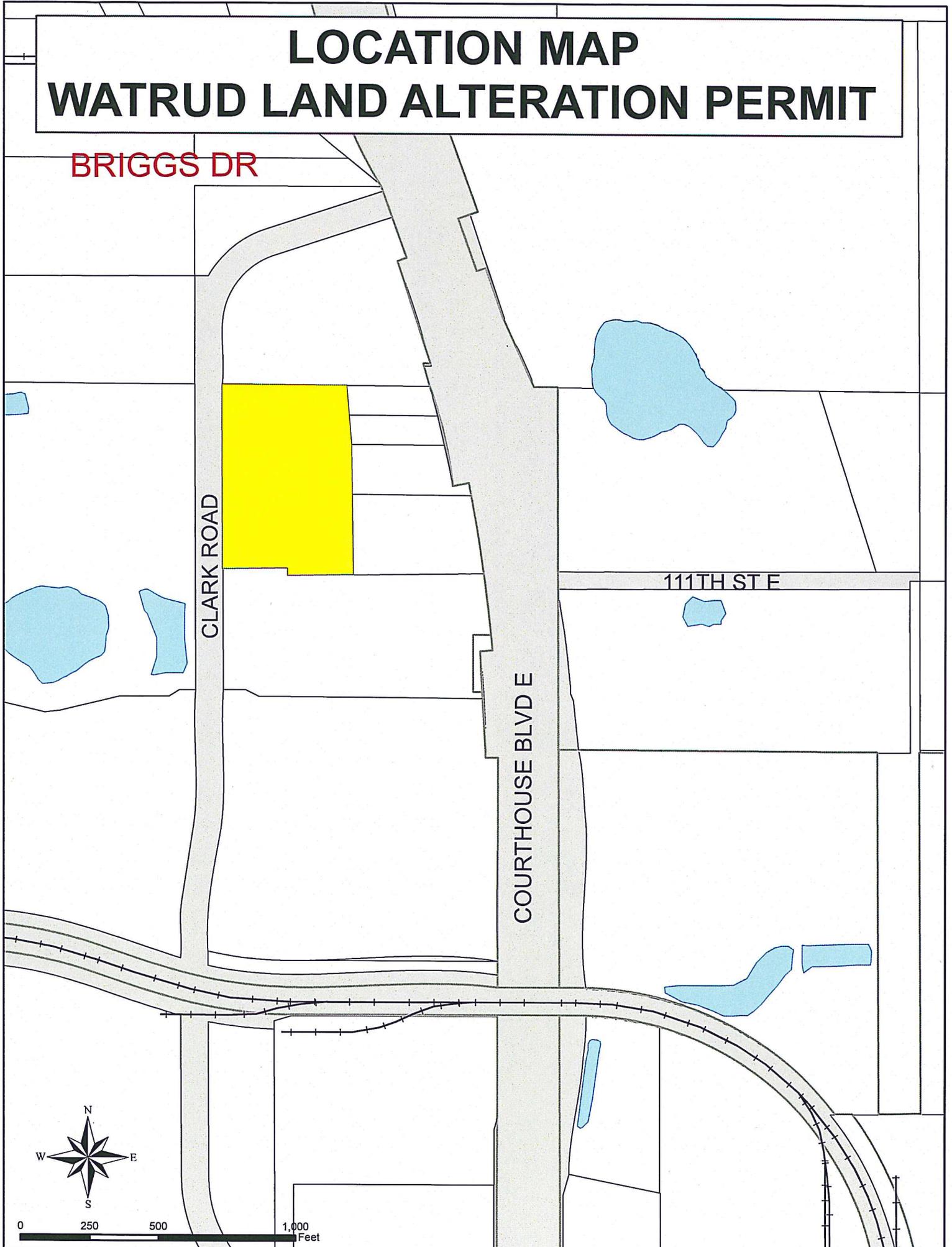
CLARK ROAD

COURTHOUSE BLVD E

111TH ST E



0 250 500 1,000 Feet



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Contract for Geotechnical Services to Sample and Test Pond Sediments at Three Storm Water Facility Maintenance Locations

Meeting Date: June 27, 2011
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
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other:

PURPOSE/ACTION REQUESTED

Approve contract for geotechnical services to sample and test pond sediments at three storm water facility maintenance locations.

SUMMARY

The City of Inver Grove Heights is required to maintain and operate its storm water system and facilities. The City has a MS4 permit issued by the MPCA which requires routine inspection of all storm water facilities on a 5-year rotation.

The City has conducted its inspections as required by the MS4 Permit. A number of storm water facilities are in need of maintenance activity. Staff is preparing to secure quotes from local contractors to do this work.

Three locations needing maintenance are shown on the attached map. These specific locations require the excavation and disposal of sediments that have been discharged by the municipal storm sewer system and deposited in nearby ponds. This pond sediment will be removed in some of the upcoming maintenance projects. This sediment needs to be tested and disposed of following MPCA guidelines.

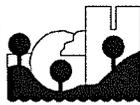
AET's approach to this pond sediment testing will follow all MPCA guidelines. Their initial step includes sample collection and running gradation testing. If the soils are coarse enough, the MPCA guidelines would allow the sandy material to be used as fill without further chemical analysis. Testing costs could be cut in half with the gradation testing if coarse soils are found. AET has provided these same testing services in 2009 and 2010.

In 2009 and 2010, the City tested pond sediments in similar projects. Those samples were coarse in nature. The City was allowed to dispose of the sediments in residential areas following MPCA guidelines. Similar results are anticipated in this testing program. One location had pollutants (polycyclic aromatic hydrocarbons (PAHs)) detected and that work was delayed.

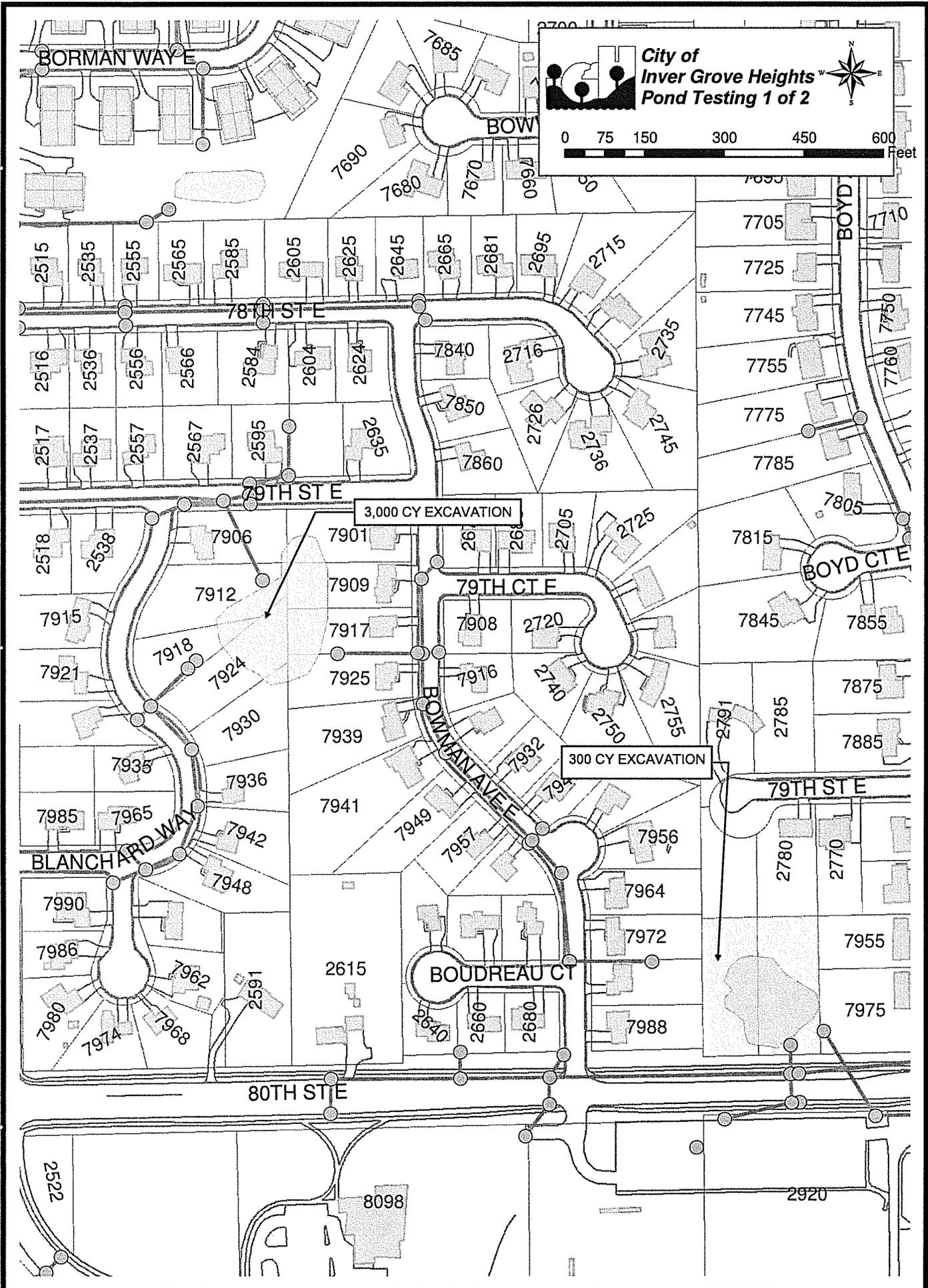
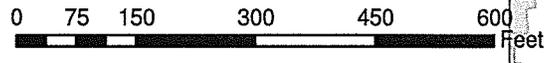
Staff requested proposals from AET to do the sediment testing. Because they are in the City's consultant pool and have done successful programs for the City in 2009 and 2010. American Engineering Testing (AET) submitted a proposal to complete this work (attached). Based upon staff's review of the proposals, it is recommended that AET be selected to provide these geotechnical services because of their expertise and knowledge related to this type of work. AET's proposal will follow the MPCA's guidelines and ensure that the City has the information to properly dispose of the sediment.

It is recommended that the Council authorize AET to perform these geotechnical services per their June 13, 2011 proposal with an estimated fee of \$4,539. This amount is slightly less than the fees in 2010.

TJK/kf
Attachments: Maps
Proposal



City of Inver Grove Heights
Pond Testing 1 of 2





AMERICAN
ENGINEERING
TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

June 13, 2011

Mr. Thomas J. Kaldunski, P.E.
City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Proposal for Dredge Material Assessment Services
Three Municipal Stormwater Basins
Inver Grove Heights, Minnesota
AET Proposal No. 03-04084

Dear Mr. Kaldunski:

American Engineering Testing, Inc. (AET) is pleased to offer the City of Inver Grove Heights (the City and the Client) environmental services to assess sediments in three separate stormwater basins located in Inver Grove Heights, Minnesota. This proposal has been prepared in response to your recent request and describes the scope of services, schedule, fees and other information regarding our services.

Project Information

The City requested that AET provide a proposal to perform gradation and/or environmental testing of sediments from three stormwater basins in Inver Grove Heights, Minnesota. The three ponds are the Southern Lake, 79th St. and 80th St. ponds.

The sediment characterization will be performed in general accordance with the "Modified Characterization and Permit Approach for Urban Stormwater Ponds" section of the Minnesota Pollution Control Agency (MPCA) document *Managing Dredged Materials in the State of Minnesota* (MPCA Waste Water General #2.01, June 2009 edition, pages 31-34). Based on this document, only one sample is required from each basin with 100 to 500 cubic yards of estimated dredge material to be removed.



Scope of Services

In response to your request and the above information, AET proposes the following scope of services at this time:

- Clear public utilities through Gopher State One Call.
- Collect three sediment cores, each to a depth of four feet, using hand-operated Geoprobe tooling. The core locations will be accessed by foot and/or a small boat, and will be mapped using a handheld GPS unit.
- Cap and return the recovered core sample tubes to AET's St. Paul office, to log the sediments and prepare three samples for chemical analysis. At a minimum, the log descriptions will include sediment strata, grain type, color, and depth.
- Test three representative sediment samples, one from each core location, for particle size distribution using ASTM Method D-422, which includes US Standard sieve numbers 10, 40, 100 and 200; the amount passing the No. 200 sieve represents the combined silt and clay content.
- If the sediment sample has more than 7% passing the No. 200 sieve, submit the corresponding sample collected for chemical analysis to a fixed laboratory to be tested for:
 - Polycyclic aromatic hydrocarbons "extended list" by EPA method 8270 (SIM)
 - Metals by EPA method 6010
 - Arsenic (As)
 - Copper (Cu)

Note that this is a limited parameter list associated with the modified MS4 approach, typically used for stormwater ponds in non-industrial settings.

- Prepare a report of environmental testing results; the report will document pertinent field observations, chains of custody, laboratory reports, and a narrative summarizing the results and comparing them to the applicable MPCA Soil Reference Values and Dredge Management Levels.

For the purpose of this proposal, AET has assumed that the sediments within the basins are relatively homogeneous at the sampling locations, which would require only one composite

sample at each location being tested for the analytical parameters. Our scope does not include analysis of the underlying "parent" material.

If differing soils are encountered at a sampled location, such as significant layering of different colors or textures of soil, AET may recommend that these matrices be sampled separately. For example, if silty sand is separated by a distinct layer of silty clay, we may recommend that three samples be collected at this location for assessment and testing: one from the upper silty sand, one from the silty clay layer, and one from the lower silty sand. This sampling methodology is recommended in the MPCA guidance and could lead to reducing future project costs in material disposal.

Our scope of services does not include elevation contouring, excavation, permitting, waste profiling testing and/or landfill disposal services. Please contact us if you would like analytical samples prepared for possible waste profile testing.

Performance Schedule

Following written authorization of this proposal, AET estimates it would be able schedule field tasks to begin in 2 weeks based on our current commitments. Field operations are expected to last one day. Standard soil laboratory (gradation test) turnaround times are 5 working days or less and standard analytical laboratory turnaround times are 10 working days or less. Barring unforeseen circumstances, AET estimates it will submit the report within one week of receiving the final laboratory results; actual analytical laboratory turnaround time is beyond AET's control and may extend beyond the standard time referenced above.

Fees

Our fees for services will be charged on a time and materials basis in accordance with the attached fee schedules. For the scope of services described in this proposal, we estimate fees of \$4,539 based on the following approximate breakdown:

Item	Unit	Rate	Quantity	Fee
Utility Clearance	LS	\$250	1	\$250
Sample Collection	LS	\$1,500	1	\$1,500
Initial Screening (Sieve) Test	Each	\$88	3	\$264
Metals (Arsenic and Copper)	Each	\$29	3	\$87
PAHs (extended list)	Each	\$213	3	\$638
Report/Project Management	LS	\$1,800	1	\$1,800
Estimate Total:				\$4,539

In the event the scope of our services needs to be revised due to unanticipated or altered conditions, we will review such adjustments and the associated fees with you and receive your approval before proceeding.

Our estimate of fees does not include pond sediment excavation, removal or disposal services. The Client must contract these services separately and the excavator must clear utilities at each location where earthwork is performed.

Our estimate of fees does not include analytical testing that may be required for landfill disposal. We can collect samples for this purpose, but the associated fees would be added to the above estimate if the analyses are completed. The laboratory analyses for waste profiling often depends on the landfill's permit and the potential contaminants of concern. Based on our experience with similar projects, the testing typically includes volatile organic compounds (VOCs), total petroleum hydrocarbons (TPH) as oil and grease, and the eight RCRA metals. Depending on the land uses within the watershed, additional tests for polychlorinated biphenyls (PCBs), pesticides and herbicides may be warranted as well. The laboratory analytical fees for these tests would range from about \$300 to \$700 per sample, plus about 4 to 6 hours of additional consultation. For 50 to 500 cubic yards, we anticipate that two samples would need to be analyzed for each location. If contamination levels indicate hazardous waste, additional testing would be needed above and beyond these additional tests.

Conditions

Our services will be performed per the attached three-page Service Agreement and the one-page Subsurface Boring Supplement. Our estimate is based on our 2011 Environmental Fee Schedule; additional services requested and supplied in addition to those described above will be billed on a time and material basis in accordance with this schedule.

This proposal is valid for a period of 90 days from the date issued.

Remarks

Our scope of services is intended to comply with your request for services. The scope is not intended to assess other potential environmental conditions on the site; there may be areas that are impacted that are not detected, or there may be contaminants present other than those for which we test. This scope of services is not intended to be all-inclusive, covering every possible contaminant.

This proposal has been prepared in general accordance with the MPCA's guidance for Modified Sediment Characterization for MS4 Projects. The end use facility/disposal option you choose for this material may require additional testing and analyses that are not included in the scope of services for this proposal. It is the Client's responsibility to verify that this scope of testing and analyses complies with the requirements of the end use facility; AET and the MPCA do not

Mr. Thomas J. Kaldunski, P.E.
AET Proposal No. 03-04084
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accept any responsibility for damages or future liability due to improper reuse or placement of contaminated sediment.

Acceptance

Please indicate your acceptance of this proposal and authorization to proceed by signing, dating and returning one copy of this proposal to us. Please retain a copy of this authorization for your records.

We appreciate the opportunity to provide this service for you and look forward to working with you on this project. If you have any questions, or need additional information regarding this matter, please call us.

Sincerely,

American Engineering Testing, Inc.



Richard W. Pennings, P.E.
Senior Environmental Engineer
Phone: (651) 789-4649
Fax: (651) 659-1379
Email: rpennings@amengtest.com

PROPOSAL ACCEPTED BY:

Signature: _____

Printed Name: _____

Company: _____

Date: _____

Attachments: 2011 Environmental Fee Schedule
Service Agreement and Subsurface Boring Supplement



Engineering/Technical Personnel Rates

A. Administrative Assistant	\$58/hr
B. Engineering/Environmental Technician I	64/hr
C. Draftsperson	72/hr
D. Engineering/Environmental Technician II	75/hr
E. Drill Technician/Geotechnical Lab Technician	84/hr
F. Technician Level II CWI/ICBO	84/hr
G. Senior Engineering/Environmental Technician III	90/hr
H. Engineering Assistant	100/hr
I. Engineer I, Geologist I, Scientist I	107/hr
J. Senior Engineering Assistant	112/hr
K. Engineer II, Geologist II, Scientist II,	122/hr
L. Senior Engineer, Geologist, Scientist	136/hr
M. Principal Engineer, Geologist, Scientist	163/hr
N. Principal of Firm	175/hr
O. Litigation Preparation	220/hr
P. Deposition or Court Time (4-hour minimum)	275/hr

The rates presented are portal to portal, with vehicle mileage, expenses and equipment rentals being additional. Reduced rates may be negotiated for long-term projects.

Overtime for personnel categories A-E charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Night time shift work will include a premium charge of \$30.00 per person per shift.

Vehicle Mileage (personnel time and rental extra)

A. Personal Automobile/Truck	\$.75/mi
B. ½ or ¾-ton Auxiliary Truck/Van	.95/mi
C. Truck with Coring Equipment	1.05/mi
D. 1 or 2-ton Rig Auxiliary Truck	1.10/mi
E. Truck with Warning Sign/Crash Trailer	1.15/mi
F. 1-ton Truck with Drill Rig	1.15/mi
G. 1½ to 2½-ton Truck with Drill Rig	1.30/mi
H. 20-Ton CPT Truck Rig	1.55/mi
I. Tractor/Lowboy Trailer	1.75/mi

Site Exploration Equipment Rental/Services

A. Drill Rig Rental	
1. Rotary Drill on 4WD 1-ton Truck	\$63/hr
2. Rotary Drill on 2WD 1½ to 2½-ton Truck	73/hr
3. Rotary Drill on 4WD 1½ to 2½-ton Truck	75/hr
4. Rotary Drill on All-Terrain Vehicle	103/hr
5. Portable, Non-rotary Rig	73/hr
B. Rig Auxiliary/Specialty Vehicle Rental	
1. Trailer	8/hr
2. ¾-ton Truck	15.75/hr
3. 1-ton or 2-ton Truck	20/hr
4. Truck with Warning Sign/Crash Trailer	25/hr
5. Truck with Coring Equipment	40/hr
C. Cone (CPT) Rig/Equipment Rental	
1. 20-Ton CPT Rig, Truck or ATV	\$130/hr
2. Electronic Cone or Piezocone w/computer	38/hr

4. Soil Sampler	3/hr
5. Water Sampler	20/hr
D. Geotechnical Equipment Rental	
1. Field Vane Shear	300/day
2. Inclinator Reading Equipment	300/day
3. Pneumatic Transducer Reading Equipment (pore pressure, settlement or earth pressure)	150/day
4. Bore Hole Permeability	
a) Open End Casing Method	120/day
b) HQ Wireline Packer	300/day
5. Borehole Pressuremeter	57/hr
6. Iowa Borehole Shear Tester	310/day
7. Double Ring Infiltrometer	240/day
8. GPS Mapping System Equipment	13/hr
9. Pile Driving Analyzer (PDA)	680/day
10. Calibrated SPT Rod	175/day
11. Field Electrical Resistivity Equipment (Wenner 4-Pin)	215/day
12. Field Seismic Refraction Equipment (ReMi)	370/day
E. Geotechnical Software Rental	
1. Finite Element (seepage or soil deformation)	55/hr
2. CAPWAP	30/hr
3. Wave Equation (WEAP)	15/hr
4. LPILE or Group	15/hr
5. Slope Stability (ReSSA)	15/hr
6. Stabilized Earth Slopes and Walls	15/hr
7. Settlement (FoSSA)	15/hr
8. SHAFT	15/hr
F. Bit Wear	
1. Diamond Bit - Sedimentary Rock	
a) B, NQ	10/ft
b) HQ	12/ft
2. Diamond Bit - Metamorphic and Igneous	
a) B, NQ	17/ft
b) HQ	20/ft

Water and Wastewater Monitoring Equipment Rental

A. ISCO Autosampler	\$55/day
B. Refrigerated ISCO Autosampler	100/day
C. Liquid Level Recorder	50/day
D. Flow Meter	85/day
E. Confined Entry Equipment	140/day
F. Weir Materials	40/day
G. Recording pH Meter	45/day
H. Kemmerer Type Sampler	45/day
I. Chlorine Residual Meter	45/day
J. DR2000 Spectrophotometer	85/day

Groundwater Monitoring Equipment Rental

A. Dissolved Oxygen Meter	\$50/day
B. pH Meter	25/day
C. Conductivity Meter	25/day
D. Redox Potential Meter	25/day



American Engineering Testing, Inc. 2011 Environmental Fee Schedule

E. Bailers-Polypropylene	15/ea	P. 40L Tedlar Bag	25/ea
F. Bailers-Teflon	30/ea	Q. GasTech OVM	40/day
G. Groundwater Modeling Software	25/hr	R. GasTech TGD	40/day
H. Water Level Probe	50/day	S. Three-Dimensional Pitot Tube Assembly	200/day
I. Oil-Water Interface Sensor	90/day	T. NO _x Analyzer	300/day
J. Well Rate of Recovery Equipment	150/day	U. SO _x Analyzer	300/day
K. 2" Pump Assembly	100/day	V. Sample Gas Conditioner	100/day
L. Peristaltic Assembly	60/day	W. Extractive FTIR Analyzer	quoted per job
M. Stabilization Assembly	90/day	X. Gas Chromatograph	quoted per job
N. Turbidity Meter	25/day		
O. Groundwater Filter - Gelman Inline	15/ea		
P. Groundwater Filter - Nalgene	10/ea		
Q. HydroPunch7	250/day		

Soil Sampling and Support Equipment Rental

A. Direct Push Sampling System (Geoprobe 7)	\$95/hr
B. XRF Analyzer	550/day
C. Soil Auger Assembly	50/day
D. Power Auger	65/day
E. Site Trailer	85/day
F. Level A, B, or C Protective Gear	quoted per job
G. Vacuum Blower	quoted per job
H. Coliwassa Sampler	15/ea
I. Steam Cleaning Service (includes rental)	
1. Drill Rig/Tools	315/clean
2. Down Hole Drill Tools Only	210/clean
J. Steam Cleaner	140/day
K. Portable Generator (220 volt)	25/day
L. Magnetic Locator	25/day

Industrial Hygiene Equipment Rental

A. Sampling Pump, 28.3 liter	\$50/day
B. Sampling Pump, High Flow	100/day
C. Sampling Pump, Dragger	25/day
D. Protimeter Moisture Monitor	100/day
E. Bore Scope	25/day
F. Wet Wall Detector	25/day

Air Monitoring Equipment Rental

A. Photoionization Detector	\$110/day
B. Flame Ionization Detector	125/day
C. LEL Meter	50/day
D. Landtec Methane Meter	175/day
E. Gas Meter (LEL, O ₂ , H ₂ S, CO)	95/day
F. Methane Meter	50/day
G. Air Velocity Meter	50/day
H. Air Flow Measurement Instrumentation	100/day
I. FIA Monitoring Station	300/day
J. Impinger/Meter Console Assembly	200/day
K. O ₂ /CO ₂ /CO Analyzers	300/day
L. Isokinetic Sampling Train	350/day
M. Vacuum Sampler Assembly	75/day
N. Heated Sample Line Assembly	120/day
O. Orsat Analyzer	100/day

Expenses

Direct Project Expenses:

includes out-of-town per diem; plowing and towing; special equipment, materials and supplies; special travel, transportation and freight; subcontracted services, and miscellaneous costs Cost + 15%

Equipment Replacement –

(when abandonment is more feasible than recovery) Cost

Equipment Recovery –

(when required by regulatory agencies or project specifications) Cost + 15%

Clerical/Drafting Services and Rentals

A. Report Reproduction	
1. Minimum (copying additional)	50/report
2. Copying	.35/sheet
B. Computer and Software Rental (personnel time extra)	
1. AutoCAD or Microstation	25/hr
2. CADD Plotting	1.00/sq.ft.
3. Air Dispersion Modeling	25/hr
4. Ground Water Modeling	25/hr
C. Digital Camera/Photographs	
1. Camera Rental	25/day
2. Color Photographs	1.50/page
D. Direct Project Expenses	Cost + 15%

A minimum charge of \$100.00 per job may be assessed to cover administrative costs.

SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. Verbal proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions. By signing the proposal or verbally authorizing the services, the authorizing party attests that they have the authority to legally bind the Client to agreement.

1.2 - Prior to AET performing services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's services. If new information becomes available during AET's services, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - Services performed by AET will not relieve other persons of their responsibilities according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client or other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

1.4 - Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 - AET reserves the right to charge for time to negotiate new terms and conditions from those portrayed in our proposal or should the Client require the use of their contract format. If mutually acceptable terms cannot be established, AET shall have the right to withdraw their proposal without any liability to the Client, Owner or other parties and assigns associated with the project. If Client requests use of their contract format after the services have already been authorized, AET will be compensated for services rendered prior to approval of the Client's contract by both parties according to the AET Terms and Conditions.

1.8 - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. If Client authorizes the services after the expiration date, AET reserves the right to review and revise the proposal as necessary.

SECTION 2 - SITE ACCESS, RESTORATION AND UTILITIES

2.1 - Client will furnish AET safe and legal site access.

2.2 - It is understood by Client that in the normal course of its services AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

2.3 - If AET is required to locate public or private underground utilities or subsurface structures ("hidden features") in its efforts to conform with reasonable standards of care, AET is entitled to rely on the location information provided by locating vendors. Client shall provide AET with any information available or reasonably obtainable to help prevent our services from encountering such hidden features. AET will not accept liability for encounters with hidden features.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the site. The Client or other persons shall be responsible for the safety of all other persons at the site.

SECTION 4 - SAMPLES

4.1 - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET performs its services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

7.1 - Commercial General Liability insurance will include coverage for Products/Completed Operations (extending two (2) years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require), Broad Form Property Damage including Completed Operations, Personal Injury, and Blanket Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

7.2 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.3 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for two years after final acceptance of the Project by Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

7.4 - AET can, if requested by client and permitted by AET's insurer, endorse its Commercial General Liability (including Products/Completed Operations coverage) to add Client and Owner as an "additional insured" with respect to liability arising out of the Services performed for Client or Owner by or for AET. Such insurance afforded to Client and Owner as an additional insured under AET's policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by Client or Owner.

7.5 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, and with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-).

7.6 Upon request, prior to commencing the Services hereunder, AET will furnish Client with Certificates of Insurance evidencing that all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents.

7.7 - AET reserves the right to charge Client for additional coverage, coverage limits or policy modification including waiver of subrogation and other project specific requirements not known at the time of our proposal, subject to approval by AET's insurance providers.

SECTION 8 - DELAYS

If delays to AET's services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct. In any case, Client shall pay for services of AET within 30 days of invoice.

9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability as well as withhold any and all data from Client until such invoice payments are restored to a current status.

9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

SECTION 10 - MEDIATION

10.1 - Except for enforcement of AET's rights to payment for services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party should fail to respond to a request for mediation within 60 days after the request, this requirement for mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings shall be of no force and effect.

10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 11 - LITIGATION REIMBURSEMENT

Payment of AET costs for Client lawsuits against AET which are dismissed or are judged substantially in AET's favor will be the Client's responsibility. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 12 - MUTUAL INDEMNIFICATION

12.1 - AET agrees to indemnify Client from and against liability arising out of AET's negligent performance of the services, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.2 - Client agrees to indemnify AET from and against liability arising from the negligent conduct of the Client, Owner, Client's Contractors/Subcontractors or other third parties, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.3 - If Client has indemnity agreement with other persons, the Client shall include AET as a beneficiary.

12.4 - AET's indemnification to the Client is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence

12.5 - AET will not accept any obligation to defend Client other than to meet the standard of care. If a court of competent jurisdiction rules that defense is implied or if required by law, AET's obligation for the costs of defense is only to the extent due to AET's negligent acts, errors or omissions.

SECTION 13 - LIMITATION OF LIABILITY

Client agrees to limit AET's liability to Client arising from AET's negligent acts, errors or omissions, such that the total liability of AET shall not exceed \$25,000.

SECTION 14 - UNIONIZATION

AET reserves the right to renegotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client and will not accept any liability for any penalties or costs from Client, Owner and their successors, assignees, joint-venturers, Contractors and Subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 15 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

15.1 - Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 16 - TERMINATION

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 17 - SEVERABILITY

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 18 - GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

SECTION 19 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of AET's proposal and general conditions by the Client, this agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's general conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued services.

SECTION 1 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE

1.1 - It is necessary that borings, excavations and other penetrations be located such that they maintain a minimum safe distance from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, as well as any underground improvements located on the site. AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available prior to drilling.

1.2 - Public utility owners may not provide the locating service on private property. In such situations, the Client is responsible for location of such utilities prior to drilling.

1.3 - The property owner may have private underground improvements which cannot be cleared through the state notification center or public utility owners. The Client is responsible for location of these improvements.

1.4 - AET will not be responsible for any damages to "non-located" or incorrectly located underground utilities or other man-made improvements.

SECTION 2 - SITE RESTORATION

2.1 - Client accepts that in the normal course of field exploration work, certain types of damage to the site may occur which are inherent with this type of work, such as tire indentations to lawns and landscape areas. It is the responsibility of AET to take reasonable precautions to minimize such damage. It is also AET's responsibility to patch boreholes placed through pavement or slab areas after performance of borings. Otherwise, restoration of the site is the responsibility of the client.

SECTION 3 - CONTAMINATION

3.1 - Client acknowledges and accepts that unavoidable contamination risks may be associated with AET's subsurface drilling, sampling and installation of monitoring devices. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Client and AET agree that the discovery of unanticipated actual or suspected hazardous materials may make it necessary for AET to take immediate measures, including regulatory notification, to protect human health and safety, and/or the environment. Client and AET also agree that the discovery of such materials constitutes a changed condition which may result in added costs to the Client, and may require a renegotiation of work scope or termination of services.

3.2 - Pursuant to risks set forth in Section 3.1, which are inherent with AET's work performed on the Client's behalf, Client agrees to hold harmless and indemnify AET from and against liability associated with contamination resulting there from.

SECTION 4 - LOST EQUIPMENT

Equipment lost in bore holes may be required to be retrieved or properly abandoned by government agencies. Client agrees to pay AET all costs related to retrieving and/or abandoning such equipment at AET fee schedule rates, unless agreed otherwise.

SECTION 5 - LIMITATIONS OF SUBSURFACE EXPLORATION

Client recognizes that unavoidable risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Variations in soil conditions usually occur between and beyond sampled/tested locations. Even a comprehensive sampling and testing program performed in accordance with a professional standard of care may fail to detect certain conditions, because the variability of conditions cannot be seen. For similar reasons, actual environmental, geologic and geotechnical conditions that AET characterizes to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human activities at the site or distant from it, actual conditions discovered may change. Client recognizes that nothing can be done to eliminate the risks associated with these limitations.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Individual Project Order No. 17C with Kimley-Horn & Associates, Inc. for Additional Construction Phase Services for City Project No. 2011-09D – South Grove Street Reconstruction Area 6

Meeting Date: June 27, 2011
 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
SST

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Special Assessments, Water Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting Individual Project Order No. 17C with Kimley-Horn & Associates, Inc. for additional construction phase services for City Project No. 2011-09D – South Grove Street Reconstruction Area 6.

SUMMARY

IPO No. 17C includes additional construction phase services including construction observation and coordination, and construction meeting attendance. This is a result of the project complexity of issues.

These services can be provided most efficiently by Kimley-Horn & Associates, Inc. because they were involved in the preparation of the project plans and specifications. The City Engineering staff's current workload on 2011 projects and preparing plans and specifications for additional 2011 construction projects and reviewing recent development proposals will not allow the Division opportunity to complete these tasks in a timely manner. The Division will continue to provide on-site inspectors.

I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 17C in the amount of \$16,810 for Kimley-Horn's additional construction phase services.

TJK/kf
 Attachments: Resolution
 IPO No. 17C

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 17C WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES FOR THE 2011 PAVEMENT MANAGEMENT PROGRAM, URBAN STREET RECONSTRUCTION – CITY PROJECT NO. 2011-09D – SOUTH GROVE STREET RECONSTRUCTION AREA 6

RESOLUTION NO. _____

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Individual Project Order No. 17C for the additional construction services work as requested by the City of Inver Grove Heights.

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

1. Individual Project Order (IPO) No. 17C with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Work Task</u>	<u>Estimated Fee</u>
Construction Services and Observation	\$15,860
Reimbursable Expenses	950
Total	\$16,810

2. The City is authorized to enter into IPO No. 17C with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, MN this 27th day of June 2011.

AYES:
NAYS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 17C

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated April 19, 2011, which is incorporated herein by reference.

Identification of Project: South Grove Urban Street Reconstruction Area 6
City Project 2011-09D

General Category of Services: Additional Construction Phase Services for Area 6

Specific Scope of Basic Services: Additional construction phase services for Area 6. See attached Exhibit A for a more detailed summary of the scope of services.

Additional Services if Required: None identified at this time.

Schedule: See attached Exhibit C.

Deliverables: None identified at this time.

Method of Compensation: To be billed on an hourly (cost plus) basis as detailed in attached Exhibit B.

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE: V.P. _____

DATE: _____

DATE: 6/21/11 _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 17C

SOUTH GROVE STREET RECONSTRUCTION AREA 6

Previous IPO No. 17, 17A, and 17B included feasibility study, final design, and construction phase services for the South Grove Street Reconstruction Area 6, City Project 2011-09D. This IPO includes providing additional construction phase services on an as-needed basis per a request from City staff. These services are detailed below.

1. Construction Phase Services

We will provide additional construction coordination assistance to City staff. This task will include attendance at weekly construction meetings (up to 13), coordination with City staff, and coordination with the Contractor as directed by City staff. We have assumed approximately 12 hours of effort per week will be necessary to provide these services through substantial completion of the project.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 17C

SOUTH GROVE STREET RECONSTRUCTION AREA 6

Kimley-Horn proposes to perform all services included within this IPO on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of our estimated costs for the services included as a part of this IPO:

<u>Work Task</u>	<u>Estimated Fee</u>
Additional Construction Phase Services	\$ 15,860
<u>Reimbursable Expenses</u>	<u>\$ 950</u>
Total	\$ 16,810

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$16,810 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 17C

SOUTH GROVE STREET RECONSTRUCTION AREA 6

The following is a summary of the proposed schedule for the project:

Start Construction	May 2011
Substantial Completion	September 9, 2011
Construction Complete	September 30, 2011

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay

Meeting Date: June 27, 2011
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

SST

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Utility Fund, Assessments

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2011 Pavement Management Program, City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay.

SUMMARY

City Project No. 2010-09I was advertised with bids received and publicly read aloud at 10:00 a.m. on June 16, 2011. Six contractors submitted bids. The Engineer's estimate was \$464,510.80 (base bid plus alternate no. 1).

The low bid was submitted by Ace Blacktop, Inc. in an amount of \$407,527.86. Alternate No. 1 includes sidewalk near the intersection of Upper 55th and Blaine Avenue. For the base bid plus alternate no. 1, the City has worked with Gertens on the project. Agreements for the project were prepared by the City Attorney to secure a waiver of assessment and to allow Gertens to encroach on the right-of-way with their irrigation system. Gertens has executed the agreements to allow the project to proceed as planned.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay in the amount of \$407,527.86.

TJK/kf

Attachments: Minutes of Bid Opening
Resolution

**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening on Thursday, June 16, 2011

**CITY PROJECT NO. 2010-09I
BLAINE AVENUE (NORTH AREA) MILL AND OVERLAY**

Pursuant to an advertisement for bids for City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay, an administrative meeting was held on June 16, 2011 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

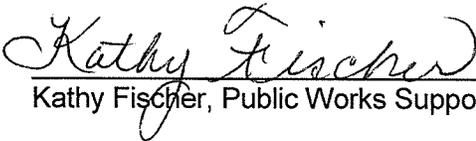
Kathy Fischer, Public Works Support Specialist
Steve Dodge, Assistant City Engineer
Mike Knapp, Bituminous Roadways
Lance Guentzel, Northwest Asphalt
Stewart Packer, Hardrives, Inc.
Gary Otte, McNamara Contracting
Rebecca Enders, Intern
Ryan Swenson, Ace Blacktop, Inc.

Bids were opened and read aloud as follows:

City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay

Company	5% Bid Bond	Addendum No. 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternate No. 1
Ace Blacktop, Inc.	Yes	Yes	\$388,707.44	\$18,820.42	\$407,527.86
Northwest Asphalt	Yes	Yes	\$422,518.35	\$22,001.40	\$444,519.75
Bituminous Roadways	Yes	Yes	\$427,950.25	\$25,231.55	\$453,181.80
Valley Paving	Yes	Yes	\$433,872.84	\$25,551.55	\$459,424.39
McNamara	Yes	Yes	\$438,851.08	\$24,988.00	\$463,839.08
Hardrives	Yes	Yes	\$471,231.61	\$25,882.25	\$497,113.86

Submitted by:


Kathy Fischer, Public Works Support Specialist

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2011 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2010-09I – BLAINE AVENUE (NORTH AREA) MILL AND OVERLAY TO ACE BLACKTOP, INC. IN THE AMOUNT OF \$407,527.86

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2011 Pavement Management Program, City Project 2010-09I, Blaine Avenue (North Area) Mill and Overlay, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

City Project No. 2010-09I – Blaine Avenue (North Area) Mill and Overlay

Company	5% Bid Bond	Addendum No. 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternate No. 1
Ace Blacktop, Inc.	Yes	Yes	\$388,707.44	\$18,820.42	\$407,527.86
Northwest Asphalt	Yes	Yes	\$422,518.35	\$22,001.40	\$444,519.75
Bituminous Roadways	Yes	Yes	\$427,950.25	\$25,231.55	\$453,181.80
Valley Paving	Yes	Yes	\$433,872.84	\$25,551.55	\$459,424.39
McNamara	Yes	Yes	\$438,851.08	\$24,988.00	\$463,839.08
Hardrives	Yes	Yes	\$471,231.61	\$25,882.25	\$497,113.86

WHEREAS, Ace Blacktop, Inc. is the lowest responsible bidder including the base bid plus alternate no. 1.

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 a contract with Ace Blacktop Inc., in the name of the City of Inver Grove Heights, for the 2011 Pavement Management Program, City Project 2010-09I – Blaine Avenue (North Area) Mill and Overlay, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project financing shall be provided by Fund 440 Pavement Management Fund, Utility Fund, and Assessments.

Adopted by the City Council of Inver Grove Heights this 27th day of June 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2011 Pavement Management Program, City Project No. 2011-09F – 65th Street East Street Improvements

Meeting Date: June 27, 2011
 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:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund, Utility Fund, Assessments

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2011 Pavement Management Program, City Project No. 2011-09F – 65th Street East Street Improvements.

SUMMARY

City Project No. 2011-09F was advertised with bids received and publicly read aloud at 10:00 a.m. on June 21, 2011. Three contractors submitted bids.

The Feasibility Study, dated April 25, 2011, estimated the project costs as follows:

Construction Cost Estimate	\$60,307.50
10% Contingency	<u>6,030.75</u>
Subtotal	66,338.25
14% LEAF	<u>8,443.05</u>
Est. Total Project Cost	\$74,781.30

This 200-foot segment of 65th Street, west of Concord Boulevard, is being improved to widen the street for access to the proposed Cameron’s Liquor Store. The City approved an Improvement Agreement on April 25, 2011 which outlines the terms for this project. The Developer of the store will be assessed for the improvements.

The City has agreed to award a contract for the street improvements by July 1, 2011. Completion of the project will occur by September 15, 2011. The agreement indicates the Developer will be responsible for project costs up to \$74,781 via assessments. The bid is within this budget. The Developer must secure a temporary easement from 6495 Concord Boulevard before the Notice of Award and Notice to Proceed can be issued. The Developer is working to secure the easement before Monday’s meeting.

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2011-09F– 65th Street East Street Improvements to Ace Blacktop, Inc. in the amount of \$65,449.05.

TJK/kf

Attachments: Minutes of Bid Opening
 Resolution

**CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077**

Minutes of Bid Opening on Tuesday, June 21, 2011

**CITY PROJECT NO. 2010-09I
BLAINE AVENUE (NORTH AREA) MILL AND OVERLAY**

Pursuant to an advertisement for bids for City Project No. 2011-09F – 65th Street East Street Improvements, an administrative meeting was held on June 21, 2011 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Kathy Fischer, Public Works Support Specialist
Thomas J. Kaldunski, City Engineer
John Schmeling, Engineering Technician
Mike McNamara, McNamara Contracting
Alex Scheild, Ace Blacktop, Inc.

Bids were opened and read aloud as follows:

Company	5% Bid Bond	Addendum No. 1 Acknowledged	Base Bid
Ace Blacktop, Inc.	Yes	Yes	\$65,449.05
McNamara	Yes	Yes	\$97,690.50
S. M. Hentges & Sons	Yes	Yes	\$99,401.50

Submitted by:



Kathy Fischer, Public Works Support Specialist

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

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2011 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2011-09F – 65TH STREET EAST STREET IMPROVEMENTS TO ACE BLACKTOP, INC. IN THE AMOUNT OF 65,449.05

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2011 Pavement Management Program, City Project 2011-09F, 65th Street East Street Improvements, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

Company	5% Bid Bond	Addendum No. 1 Acknowledged	Base Bid
Ace Blacktop, Inc.	Yes	Yes	\$65,449.05
McNamara	Yes	Yes	\$97,690.50
S. M. Hentges & Sons	Yes	Yes	\$99,401.50

WHEREAS, Ace Blacktop, Inc. is the lowest responsible bidder.

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 a contract with Ace Blacktop Inc., in the name of the City of Inver Grove Heights, for the 2011 Pavement Management Program, City Project 2011-09F – 65th Street East Street Improvements, according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. Project financing shall be provided by Fund 440 Pavement Management Fund, Utility Fund, and Assessments.

Adopted by the City Council of Inver Grove Heights this 27th day of June 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

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

RESOLUTION NO. 11- _____

**A RESOLUTION APPROVING AN ASSESSMENT
AGAINST DAKOTA COUNTY TAX PARCEL NO. 20-36500-21-060
WITH RESPECT TO CITY'S LOCAL IMPROVEMENT PROJECT
TO ABATE FAILED SEPTIC SYSTEM ON PROPERTY
OWNED BY STEVEN PATRICK BARRY AND IRENE E. BARRY**

WHEREAS, Steven Patrick Barry and Irene E. Barry, husband and wife, own real property (hereinafter the "Property") addressed as 6202 Concord Boulevard East, Inver Grove Heights, Minnesota 55076-1847, and identified as Dakota County Property Tax Parcel No. 20-36500-21-060, and legally described as:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in Block Twenty-one (21), Inver Grove Factory Addition, Dakota County, Minnesota, excepting, however, and reserving to the State of Minnesota, all minerals and mineral rights.

(Torrens Property, Certificate of Title No. 126725); and

WHEREAS, the Property is improved with a Front Office Building which is already connected to the City sanitary sewer system; however, the Property is also improved with a Rear Sand Blasting Business Building that was connected to a failed septic system that created a nuisance. The City Building Officials determined that the nuisance needed to be abated with the abandonment or removal of the failed septic system pursuant to City regulations, and the Rear Sand Blasting Business Building needed to be connected to the City sanitary sewer system with a private lateral sanitary sewer line; and

WHEREAS, the Barrys acknowledged and agreed that the failed septic system was a nuisance, and the Barrys requested the City's assistance with the abatement of the nuisance and the City's assistance to effectuate the connection of the Rear Sand Blasting Building to the City's sanitary sewer system; and

WHEREAS, the City and the Barrys enter into an "Agreement to Abate Failed Septic System Nuisance with Local Improvement Pursuant to Minnesota Statutes § 429.021" (hereinafter the "Agreement") whereby the parties agreed that part of the improvement project costs would be assessed against the Property for an assessment term of five (5) years with interest accruing at five percent (5%); and

WHEREAS, the amount to be assessed against the Property pursuant to said Agreement referenced above is \$4,670.00; and, said Agreement authorized the City to certify to the Dakota County Auditor/Property Tax Assessor the \$4,670.00 assessment, and the Barrys contractually waived all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. §429.031, § 429.061, § 429.071 and §429.081 for the \$4,670.00 assessment against the Property. The Barrys also waived any and all procedural and substantive objections to said assessment, including, but not limited to, notice and hearing requirements and any claim that any or all of the assessment against the Property exceeded the benefit to the Property for the City's local improvement project. The Barrys acknowledged and agreed further pursuant to the Agreement that the benefit of the City's local improvement project to the Property did in fact equal or exceed the \$4,670.00 amount.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS DOES HEREBY RESOLVE AS FOLLOWS:

1. That pursuant Minnesota Statutes § 429.061 and pursuant to the "Agreement to Abate Failed Septic System Nuisance with Local Improvement Pursuant to Minnesota Statutes §429.021" between the City and Steven Patrick Barry and Irene E. Barry whereby all rights to assessment notices and public hearings were waived, Dakota County Tax Parcel No. 20-36500-21-060 is hereby assessed the principal amount of \$4,670.00 for the City's local improvement project to abate the failed septic system on the Property and said \$4,670.00 assessment shall be collected by Dakota County Auditor/Property Tax Assessor with property taxes over a five (5) year period and shall accrue interest at the rate of five percent (5%). Said \$4,670.00 assessment shall be payable in five (5) equal annual principal installments and shall begin to accrue interest on July 1, 2011, and the first year installments shall be collected with the payable 2012 property taxes and the installments collected by Dakota County Auditor/Property Tax Assessor shall continue through the County's collection of the payable 2016 property taxes.
2. That the City Council hereby adopts the above-referenced \$4,670.00 assessment levy which shall constitute the assessment against the Property defined herein and is hereby found to be benefited by the City's local improvement project in at least the amount of the said assessment levied against it.
3. That, as provided above, the \$4,670.00 principal assessment against the Property shall bear interest at the rate of five percent (5%) per year from and after July 1, 2011, until December 31, 2011, which partial year of interest shall be collected with the first installments collected by Dakota County Auditor/Property Tax Assessor with the payable 2012 property taxes. To each installment when due shall be added interest for one year on all unpaid installments. The owner of the Property so assessed may, at any time prior to certification of the assessment to the Dakota County Auditor/Property Tax Assessor, 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 (30) days of the passage of this Resolution and adoption of the assessment pursuant to Minn. Stat. § 429.061. At any time thereafter, the owner of the Property may pay to the City 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 year.

Passed this 27th day of June, 2011.

George Tourville, Mayor

Attest:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Easement Agreement with Xcel Energy for Gas Rectifier Line

Meeting Date: June 27, 2011
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

	Fiscal/FTE Impact:
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED Approve the attached easement agreement with Xcel Energy for Gas Rectifier line.

SUMMARY Xcel Energy has a gas pipeline that runs just outside the property line on the south side of City Hall, alongside the trail that goes around the pond. Xcel had run a rectifier line from the transformer located on City property to monitor the pipeline.

During construction, the rectifier line has been disconnected. Xcel would like to reconnect the line but at a different location.

The attached documents have been drafted by the City Attorney's office and Xcel has approved them.

Staff recommends approval of the agreement.

EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT is made by and between Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, hereinafter called "NSP", and the City of Inver Grove Heights, a Minnesota corporation; hereinafter called "the City".

WHEREAS, the Minimum Federal Safety Standards for Transportation of Natural and Other Gas by Pipeline, 49 C.F.R. 192, require that cathodic protection systems be installed to protect natural gas steel pipeline facilitates from corrosion; and

WHEREAS, a portion of the cathodic protection system consisting of an anode ground bed and appurtenances currently exists on or adjacent to Lot 1, Block 2, INVER GROVE HEIGHTS CIVIC CENTER, and NSP desires to reconnect said anode ground bed to the pole mounted "Rectifier" of the cathodic protection system which was moved at the request of the City to facilitate building modifications; and

WHEREAS, the City owns Lot 1, Block 2, INVER GROVE HEIGHTS CIVIC CENTER, Dakota County, Minnesota (hereinafter called "Premises").

NOW THEREFORE, in consideration of the mutual covenants contained in this Easement and Agreement, the parties, intending to be legally bound hereby, agree as follows:

That the City, in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by NSP, the receipt and sufficiency whereof is hereby acknowledged, do hereby grant unto NSP, its successors and assigns, the perpetual right, privilege and easement to excavate for, construct, operate, maintain, use, inspect, rebuild or remove Rectifier and other appurtenances and devices used or useful in the operation, maintenance and use of said Rectifier over, under and across the following described lands situated in the County of Dakota, and the State of Minnesota, (hereinafter called "Easement Area" as depicted on Exhibit A attached) described as follows:

A 10 foot wide easement being 5 feet on each side of the following described centerline and side line extensions thereof:

Commencing at an angle point in the southerly line of Lot 1, Block 2, INVER GROVE HEIGHTS CIVIC CENTER, designated as MN DOT R/W COR. B3 on the recorded plat of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-116; thence on an assumed bearing of North 39 degrees 35 minutes 30 seconds East a distance of 92.03 feet along said southerly line of Lot 1, to the point of beginning of the centerline to be described; thence North 46 degrees 19 minutes 07 seconds West a distance of 246.42 feet and there said centerline terminates.

The side lines of said easement are intended to be prolonged or shortened to terminate on said southerly line of said Lot 1.

This easement is for the express purpose of construction, installation and maintenance of the Rectifier and appurtenances in the location legally described above, and in the location shown on Exhibit A which is attached hereto and made a part thereof.

It is agreed by and between parties that the installation of these facilities by NSP is made to cathodically protect various natural gas steel pipeline facilities in the area shown on attached Exhibit A, and that this Easement and Agreement and placement of facilities shall remain in effect for the life of said natural gas steel pipeline facilities. NSP specifically agrees to release this Easement and Agreement in the event its natural gas steel pipeline facilities are removed from said area. Upon termination of the Easement and Agreement, NSP agrees to return the property as nearly as practicable to its original condition taking into consideration the nature of the work being performed.

The Easement Area may be used by NSP solely for the operation, repair, maintenance and periodic inspection of the Rectifier and appurtenances.

NSP shall defend, hold harmless and pay on behalf of the City any claims, demands, costs or judgments due to NSP's negligence which may arise out of the construction, installation, design, operation, repair or maintenance of the Rectifier and appurtenances.

The rights granted herein may be exercised at any time subsequent to the execution of this document.

The grant of easement herein contained shall include the right to enter upon the Easement Area to survey for and locate said Rectifier and appurtenances and shall include the right to remove from said Easement Area any structures, trees or objects, except fences, which in the opinion of NSP will interfere with the construction and maintenance of said Rectifier and appurtenances.

The grant of easement contained shall also include the right of NSP to erect, at any time after the construction of the said Rectifier and appurtenances, reasonable signs for the purpose of monumenting the location of the Rectifier and appurtenances. The grant of easement shall also include the right of NSP from time to time to reconstruct or relocate said Rectifier and appurtenances, with changed dimensions, within the Easement Area.

The City agrees not to perform any act that will interfere with or endanger said Rectifier and appurtenances. The City reserves the right to cultivate, use and occupy the Easement Area except that the City shall not erect any structures or other objects, permanent or temporary, or plant trees thereon.

NSP shall pay for all damages to landscaping, roads and driveways, fences, livestock, crops and fields and other affected and personal property caused by the construction or maintenance of said Rectifier and appurtenances. Claims on account of such damages may be referred to NSP's nearest office.

The rights herein granted are subject to existing rights of way heretofore granted and recorded across any part of the lands affected by this easement.

The City covenants with NSP, its successors and assigns, that the City is the owner of the above described Premises and has the right to sell and convey an easement in the manner and form aforesaid.

The provisions hereof shall inure to the benefit of and bind the successor and assigns of the respective parties hereto and all covenants shall apply and run with the land.

The City agrees to execute and deliver to NSP without compensation the additional City authorizing documents, except for surveys and legal descriptions which NSP shall be responsible to produce at its own expense, needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Rectifier and appurtenances.

It is mutually understood and agreed that any modifications, additions or changes to the terms of this instrument shall be in writing and that nonverbal representations or statements, modifying, adding to or changing the terms hereof have been made.

This instrument is exempt from the Documentary Tax of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 2011.

[SIGNATURE PAGES FOLLOWS]

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

On this _____ day of _____, 2011, before a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, 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 instruction, 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



NORTHERN STATES POWER
MINNESOTA

EXHIBIT A

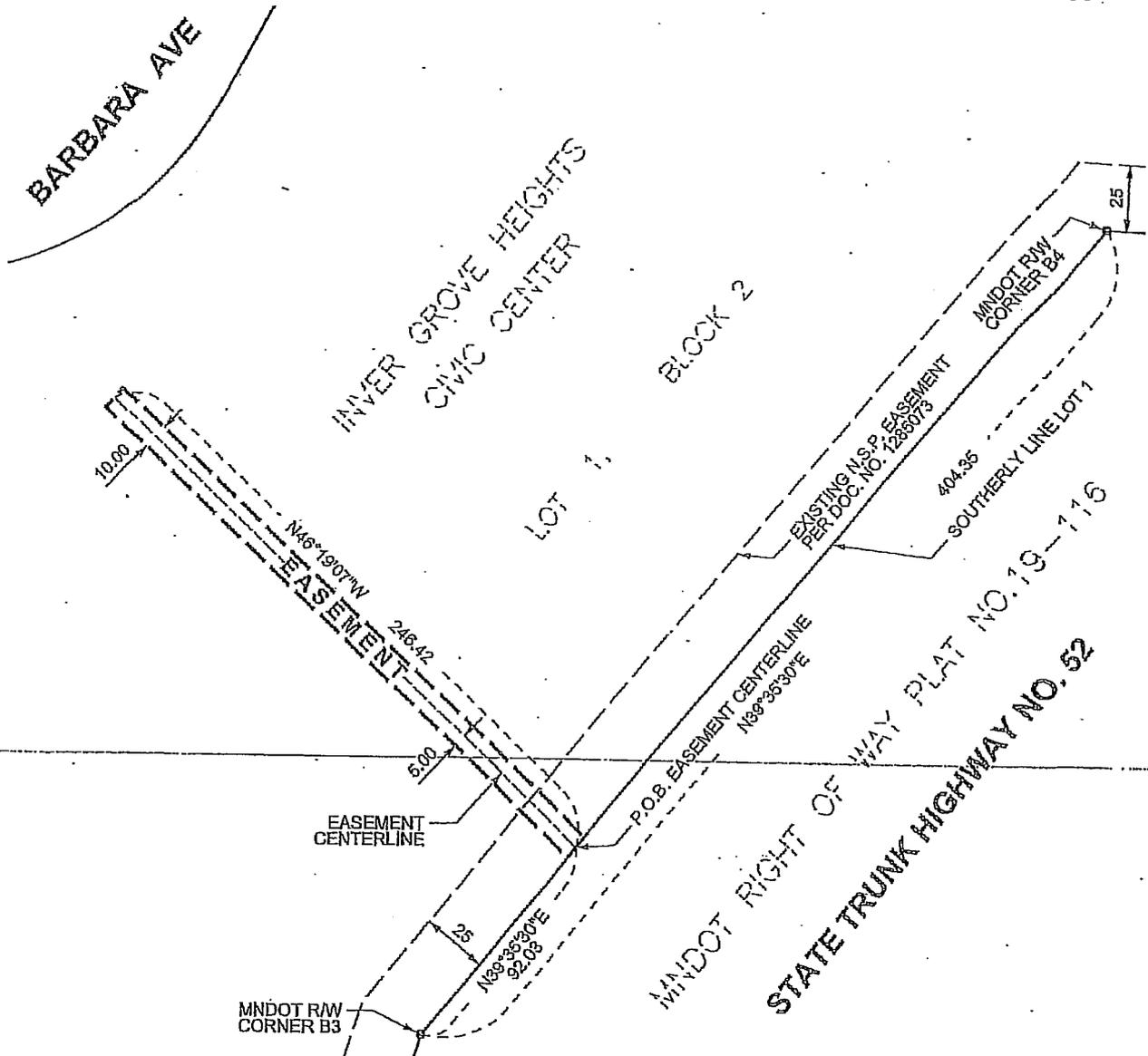


Scale: 1"=60'

Certificate of Survey

Location: City of Inver Grove Heights, Dakota County, Minnesota

Grantor: The City of Inver Grove Heights



LEGEND

- DENOTES FOUND 2" ALUMINUM MNDOT MONUMENT

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Peter D. Gitzen
PETER D. GITZEN

LIC. NO. 44901

GAS: NEWPORT
SEC. 16, T.27N., R.22W., 4TH P.M.
CO.: DAKOTA

DATE 3/24/11

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Adopt the Trail Gap Report

Meeting Date: June 27, 2011
 Item Type: Consent Agenda
 Contact: Mark Borgwardt – 651.450.2581
 Prepared by: Mark Borgwardt
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

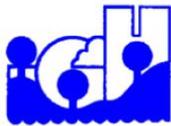
Approve recently completed Trail Gap Study conducted by planning consultant (HKGi-Hoisington Koegler Group) utilizing \$16,000 Dakota County Active Living grant, as a future planning document that identifies the following:

- 29 trail and sidewalk gaps
- 9 priority gaps
- 3 gaps planned for 2011 construction including:
 1. Mississippi River Regional Trail
 2. Swing Bridge Connection along 66th Street from Concord Avenue to Rock Island Swing Bridge.
 3. Dawn Avenue from 70th Street to 66th Street
- Long-term funding strategy that is updated annually and is needed to design, build and maintain the pedestrian and bicycle system. Funding strategy would prioritize improvements, identify potential funding sources and select appropriate projects for each funding source.

SUMMARY

The Trail Gap Study advances goals outlined in the Inver Grove Heights Comprehensive Park Plan & Development Guide, which calls for providing connection of the community’s sidewalk and trail system (map attached). 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. It is also a policy under the Parks goals section of plan, “To promote safe, convenient and coordinated facilities for alternative means of transportation throughout the City of Inver Grove Heights.”

The completed Trail Gap Study will provide city staff a planning document to help coordinate trail and sidewalk connections as the city grows and identify possible funding sources. It does not obligate future city councils to any trails/sidewalks identified in the plan.



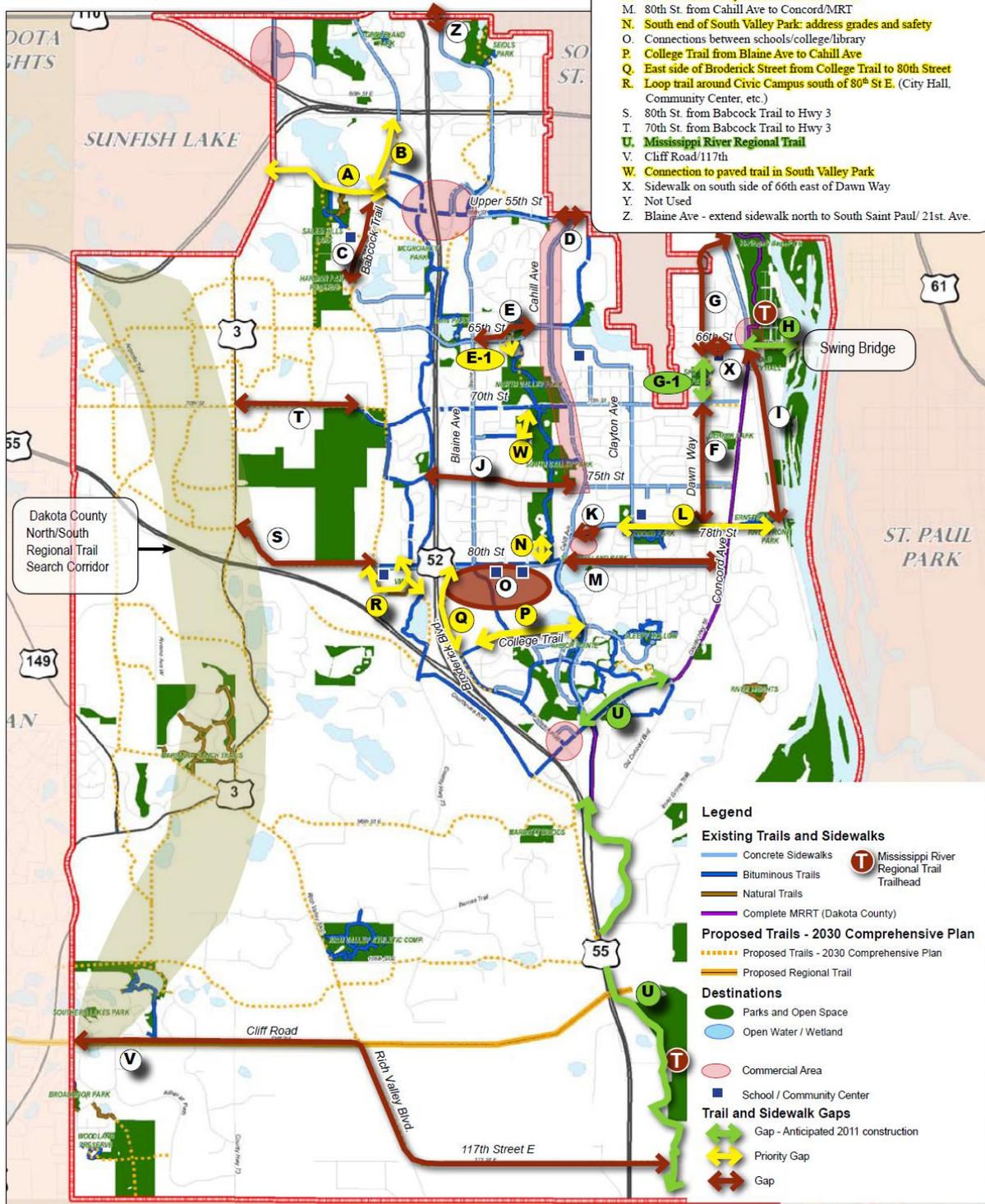
Inver Grove Heights Trail Gap Study

DRAFT 6/1/11

Trail + Sidewalk Gap Map

Pedestrian and Bicycle Gaps:

- A. Upper 55th Street from Highway 3/South Robert Trail to County Highway 73/Babcock Trail
- B. County Highway 73/Babcock Trail from 494 Bridge to Upper 55th Street
- C. County Highway 73/Babcock Trail Upper 55th St. to Upper 63rd St.
- D. Upper 55th St. from Cahill Ave to 5th Ave South
- E. Trail link between North Valley Park and Cahill: add trail on 65th St. between Blaine Ave. and Cahill Ave.
- E-1 Trail link to North Valley Park: pave north end of North Valley Park Trail
- F. Dawn Ave from 70th St E to 78th St E
- G. Dawn Ave from 66th Street to Concord
- G-1 Dawn Way from 70th St. to 65th St.
- H. 66th St. from Dawn Way to the Swing Bridge
- I. River Road from 66th St. E to 78th St E
- J. 75th St E from Highway 52 Trail to Cahill Ave.
- K. 78th St E just east of Cahill (south side sidewalk)
- L. 78th St E from Clayton Ave E to River Road
- M. 80th St. from Cahill Ave to Concord/MRT
- N. South end of South Valley Park: address grades and safety
- O. Connections between schools/college/library
- P. College Trail from Blaine Ave to Cahill Ave
- Q. East side of Broderick Street from College Trail to 80th Street
- R. Loop trail around Civic Campus south of 80th St E. (City Hall, Community Center, etc.)
- S. 80th St. from Babcock Trail to Hwy 3
- T. 70th St. from Babcock Trail to Hwy 3
- U. Mississippi River Regional Trail
- V. Cliff Road/117th
- W. Connection to paved trail in South Valley Park
- X. Sidewalk on south side of 66th east of Dawn Way
- Y. Not Used
- Z. Blaine Ave - extend sidewalk north to South Saint Paul/ 21st. Ave.



Dakota County North/South Regional Trail Search Corridor

Legend

Existing Trails and Sidewalks

- Concrete Sidewalks
- Bituminous Trails
- Natural Trails
- Complete MRRT (Dakota County)

Proposed Trails - 2030 Comprehensive Plan

- Proposed Trails - 2030 Comprehensive Plan
- Proposed Regional Trail

Destinations

- Parks and Open Space
- Open Water / Wetland
- Commercial Area
- School / Community Center

Trail and Sidewalk Gaps

- Gap - Anticipated 2011 construction
- Priority Gap
- Gap

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of VMCC/Grove Improvement Projects

Meeting Date: June 27, 2011
 Item Type: Consent Agenda
 Contact: Michael Sheggeby 651.450.2514
 Prepared by: Michael Sheggeby
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve Proposal from Grazzini Brothers & Company in the amount of \$6,300 for Grove Flooring Projects. Approve Proposal from Intereum in the amount of \$15,605.33 for furniture for the Grove lobby.

SUMMARY

Earlier in the year we hired Coco Dugan to develop a flooring scheme for the facility to update the ten year flooring and furniture though out the facility and develop plans and specifications for this project. Projects areas include the main lobby, child care and two party rooms. The following proposals were received based on the plans and specifications. Projects to be funded from C2500-80-20.

	Grazzini Brothers & Company	St. Paul Linoleum and Carpet Company
Project Budget	\$13,000	\$13,000
Proposal	\$6,300	\$7,183

	Intereum	Prevolv	General Office Products
Project Budget	\$18,000	\$18,000	\$18,000
Proposal	\$15,605.33	\$17,841.65	\$15,662.32

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Proclamation Designating July as Park and Recreation Month

Meeting Date: June 27, 2011
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

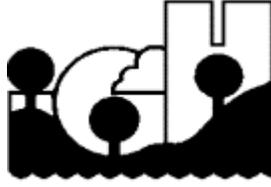
PURPOSE/ACTION REQUESTED

The Council is asked to recognize a proclamation which proclaims July as Park and Recreation Month in Inver Grove Heights, Minnesota.

SUMMARY

Since 1985, the United States has celebrated July as the nation’s official Park and Recreation Month. Each July, the National Recreation and Park Association (NRPA) encourages recreation facilities and parks across the country to kick-off summer programs, promote outdoor physical recreation, and pull together volunteers to make their outdoor space a thriving center of community activity.

The City Council is encouraged to support all of the positive attributes our parks and recreation programs provide for all sectors of the community.



Designation of July as Park and Recreation Month

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Inver Grove Heights; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in Inver Grove Heights, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the City of Inver Grove Heights recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED BY the Inver Grove Heights City Council that July is recognized as Park and Recreation Month in the City.

BE IT FURTHER PROCLAIMED that during Parks and Recreation Month all citizens should enjoy what Inver Grove Heights has to offer by taking part in their favorite sport or activity, visiting the outdoors, spending time with family and friends or just relaxing in nature.

Proclaimed this 27th day of June, 2011

Mayor George Tourville



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Park Maintenance Fund (Fund 444) Funding Transfer

Meeting Date: June 27, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve the transfer of \$500,000 Host Community Fund and \$256,000 from the Closed Bond Fund as outlined in the Proposed Funding Plan for Fund 444 (attached). The Council is asked to approve the 2011 transferred as scheduled in the pro-forma.

SUMMARY

At the June 13, 2011 Council Work Study Session the Council reviewed the Park Maintenance Fund (Fund 444). The City of Inver Grove Heights has 25 parks and 590 acres of park land not including the Inver Wood Golf Course. The City has capital assets (trails, parking lots, tennis courts, backstops etc) valued at approximately \$9,800,000 in improvements to the system, not including the land. Each of the improvements has an expected useful life and future replacement cost. Based on our current system we should be setting aside approximately \$504,000 annually to insure we have adequate financial resources in place when items reach the end of their useful life.

In 1998 the City Council established the Park Maintenance Fund (Fund 444) as a way to address the replacement of existing infrastructure found in the park system. Currently, \$83,000 of general fund tax dollars are allocated for the fund and the fund has a balance at the end of 2010 of approximately \$367,000.

The proposed funding pro-forma for Fund 444 strategically plans future revenue and expenses while keeping a positive balance in the fund. Use of Fund 444 requires City Council approval, and any project that would be recommended for funding would be reviewed by the Park and Recreation Commission and approved by the Council. The City's 5-year Capital Improvements Plan (CIP) would be used to plan expenditures so that resources are available when replacement is needed.

Replacement of existing infrastructure would be reviewed and analyzed if the replacement is needed or if there is an alternative that should be recommended.

City of Inver Grove Heights
 Park Maintenance & Replacement (Fund 444)
 Proposed Funding Pro-forma (Park System Improvements)
 Comprehensive Park Plan & Development Guide

Attachment B

	A	B	C	D	E	F	G	H	I	J
	Annual Transfer Into Fund	Host Community Transfer	Annual Transfer From Capital Facilities	Closed Bond Fund	Interest Earned @ 1%	Annual Revenue	Parking Lot Trail Investments	Park System Investments	Total Park Investments	Fund Balance
2010										
1	\$ 83,000	\$ 500,000	\$ -	\$ 256,000	\$ 3,670	\$ 842,670	\$ 50,600	\$ -	\$ 50,600	\$ 367,000
2	\$ 150,000	\$ -	\$ 25,000	\$ -	\$ 506	\$ 175,506	\$ 137,400	\$ 169,600	\$ 307,000	\$ 1,159,070
3	\$ 150,000	\$ 500,000	\$ 25,000	\$ -	\$ 3,070	\$ 678,070	\$ 160,000	\$ 143,800	\$ 303,800	\$ 1,027,576
4	\$ 150,000	\$ -	\$ 25,000	\$ -	\$ 3,038	\$ 178,038	\$ 124,000	\$ 145,300	\$ 269,300	\$ 1,401,846
5	\$ 150,000	\$ -	\$ 25,000	\$ -	\$ 2,693	\$ 177,693	\$ 243,000	\$ 125,500	\$ 368,500	\$ 1,310,584
6	\$ 150,000	\$ 500,000	\$ 25,000	\$ -	\$ 3,685	\$ 678,685	\$ 118,600	\$ 200,420	\$ 319,020	\$ 1,479,442
7	\$ 200,000	\$ -	\$ 50,000	\$ -	\$ 3,190	\$ 253,190	\$ 132,000	\$ 475,400	\$ 607,400	\$ 1,125,232
8	\$ 200,000	\$ 500,000	\$ 50,000	\$ -	\$ 6,074	\$ 756,074	\$ 531,000	\$ 451,400	\$ 982,400	\$ 898,906
9	\$ 200,000	\$ -	\$ 50,000	\$ -	\$ 9,824	\$ 259,824	\$ 182,000	\$ 431,400	\$ 613,400	\$ 545,330
10	\$ 200,000	\$ -	\$ 50,000	\$ -	\$ 6,134	\$ 256,134	\$ 133,800	\$ 527,200	\$ 661,000	\$ 140,464
11	\$ 200,000	\$ 500,000	\$ 50,000	\$ -	\$ 6,610	\$ 756,610	\$ 163,800	\$ 420,900	\$ 584,700	\$ 312,374
12	\$ 250,000	\$ -	\$ 75,000	\$ -	\$ 5,847	\$ 330,847	\$ 145,700	\$ 297,820	\$ 443,520	\$ 199,701
13	\$ 250,000	\$ 500,000	\$ 75,000	\$ -	\$ 4,435	\$ 829,435	\$ 207,000	\$ 531,020	\$ 738,020	\$ 291,116
14	\$ 250,000	\$ -	\$ 75,000	\$ -	\$ 7,380	\$ 332,380	\$ 142,000	\$ 13,800	\$ 155,800	\$ 467,697
15	\$ 250,000	\$ -	\$ 75,000	\$ -	\$ 1,558	\$ 326,558	\$ 192,000	\$ 271,900	\$ 463,900	\$ 330,355
16	\$ 250,000	\$ -	\$ 75,000	\$ -	\$ 4,639	\$ 329,639	\$ 143,800	\$ 219,020	\$ 362,820	\$ 297,174
17	\$ 300,000	\$ -	\$ 100,000	\$ -	\$ 3,628	\$ 403,628	\$ 170,600	\$ 412,100	\$ 582,700	\$ 118,102
18	\$ 300,000	\$ -	\$ 100,000	\$ -	\$ 5,827	\$ 405,827	\$ 155,700	\$ 55,220	\$ 210,920	\$ 313,009
19	\$ 300,000	\$ -	\$ 100,000	\$ -	\$ 2,109	\$ 402,109	\$ 240,000	\$ 41,520	\$ 281,520	\$ 433,598
20	\$ 300,000	\$ -	\$ 100,000	\$ -	\$ 2,815	\$ 402,815	\$ 152,000	\$ 39,600	\$ 191,600	\$ 644,813
	\$ 4,283,000	\$ 3,000,000	\$ 1,150,000	\$ 256,000	\$ 86,733	\$ 8,775,733	\$ 3,525,000	\$ 4,972,920	\$ 8,497,920	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Park Naming Policy

Meeting Date: June 27, 2011
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Mark Borgwardt
Tracy Petersen

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of the attached park naming policy as a way to formalize a process for naming park and recreational facilities.

SUMMARY

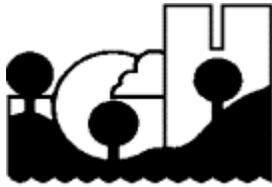
The Council discussed the proposed naming policy on June 13, 2011 and directed some minor changes which have been incorporated into the policy. Currently, the City does not have a process or policy in place for naming park and recreation facilities.

Objectives of the policy include:

- Ensure that parks, recreational areas, and facilities are easily identified and located
- Ensure that given names to parks, recreational areas and facilities are consistent with the values and character of the area served
- Encourage participation in the naming, renaming and dedication of parks, recreation areas and facilities.

Once a policy is adopted by the Council, it is our intention that we will review and ratify the following information regarding our park system:

- Park Names
- Park Boundaries
- Park Acreage
- Recreational Facility Names



Administrative Policy & Procedure	
Department	Parks & Recreation
Specific Policy	Park & Recreation Facility Naming Policy
Approved by Council	
Date Revised by Council	

Purpose

The purpose of this policy is to establish a naming policy for public parks and recreational facilities by selecting a name that is appropriate and is in conformance with this policy. Naming of our Park, properties and facilities promotes standardization, consistency and creates a sense of place and allows for better geographic location by all because of this practice.

Objectives

- Ensure that parks, recreational areas, and facilities are easily identified and located
- Ensure that given names to parks, recreational areas and facilities are consistent with the values and character of the area served
- Encourage participation in the naming, renaming and dedication of parks, recreation areas and facilities.

Qualifying Name Categories

- Geographic location to facility
- Outstanding feature
- Adjoining subdivision
- Historical event or group
- Contribution to acquisition/development
- As may be required by acquisition process

Procedure

It shall be the policy of the City of Inver Grove Heights to refer any activity involving the naming or renaming of all city-owned park lands or recreational facilities to the Park and Recreation Commission. The Park & Recreation Commission shall recommend to the City Council, for approval, names of new lands and facilities.

Priority One – per comprehensive plan

- Natural, geological or other prominent feature of the property – i.e.
- Based on the name of the subdivision – i.e. Broadmoor Park
- According to location or street name – i.e. Rich Valley Park

Priority Two – secondary consideration

- Historical ownership of the parcel – i.e. Harmon Park
- Naming as a condition of acquisition – i.e.
- To honor a regional or national people group – i.e.
- According to adjacent public facility – i.e. Veterans Memorial Park
- Based on public comment or suggestion – i.e.

Priority Three – special consideration

- When 50% or more of the value of the property is donated
- When 50% or more of the cost of development is donated
- When an individual, group, association or business played a specific and major role in the acquisition or development

Priority Four – renaming

- Renaming of parks, recreational areas, and facilities should only be done with great thought and care
- Only those parks and facilities named for location or subdivision shall be considered for renaming
- Before renaming, research as to why the name was established should be reviewed, is the name a part of an agreement the City entered into
- Renaming of facilities named after individuals or groups shall not be changed unless it is found that the character is or was such that the continued use of the name would not be in the best interest of the community
- If it is determined that renaming is necessary, the naming process should be followed

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Agreement with IGHHA for Dasher Board and Wall Panel Advertising

Meeting Date: June 27, 2011
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Michael Sheggeby

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

PURPOSE/ACTION REQUESTED

Approve the attached letter of agreement between the City and the Inver Grove Heights Hockey Association for the purposes of selling dasher boards and wall panels at the Veterans Memorial Community Center ice arena.

SUMMARY

The Inver Grove Heights Youth Hockey Association is one of our larger users at the VMCC of ice time and the City recognizes the importance of a youth hockey program in the community. The association would like to have the ability to sell dasher board and wall panel advertising so that they can attempt to keep the cost of hockey affordable for the members of their association which are predominately residents of Inver Grove Heights. Virtually any proceeds gained by the association will used to help reduce the cost of ice time at the VMCC.

A copy of the agreement is attached.

CITY OF
INVER GROVE HEIGHTS

and

INVER GROVE HEIGHTS
YOUTH HOCKEY ASSOCIATION

LETTER OF AGREEMENT

The following Letter of Agreement is made between the City of Inver Grove Heights "City" and the Inver Grove Heights Youth Hockey Association "IGHHA".

WHERE AS, the City recognizes the importance of a youth hockey program in the community and desires to partner with the IGHHA to help the IGHHA remain a viable association.

WHERE AS, the City currently sells dasher board and wall panel advertising to local businesses to generate revenue for the VMCC/Grove and 100% of the revenue is deposited with the City.

WHERE AS, the IGHHA wishes to sell dasher board and wall panel advertising to local business to generate revenue for the IGHHA and VMCC/Grove and 90% of the gross revenue would be kept by the IGHHA and 10% of the gross revenue would be paid to the City by the IGHHA.

WHERE AS, the IGHHA agrees not to approach any existing advertisers currently under contract with the City.

WHERE AS, the IGHHA will be solely responsible for marketing, ad production and maintenance of ads, revenue collection and providing City share to the City in a timely manner.

WHERE AS, there are a total of 32 dasher board locations and 36 wall panel locations.

WHERE AS, the City will maintain the ability to refuse any advertiser if the product or service is not in the best interest of the VMCC/Grove, City and/or Community.

WHERE AS, the City will install any dasher board or wall panel within one week of receiving the panel and the IGHHA will pay the City \$50 for installation costs.

WHERE AS, the proposal will expire on August 31, 2014 unless both parties renew the terms of the agreement.

FOR THE CITY:

FOR THE IGHHA:

Mayor Date

President
Date

Authorize Legal Boundary Survey of Property Owned by Lawrence Kladek for Future Trail Purposes

Meeting Date: June 27, 2011
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Mark Borgwardt

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Authorize a property boundary survey in the amount not to exceed \$7,000 for property currently owned by Lawrence Kladek that will be acquired by the City of Inver Grove Heights to construct trails connecting the Rock Island Swing Bridge to the Mississippi River Regional Trail. Funding to come from Park Acquisition and Development Fund (Fund 402).

SUMMARY

The Council discussed the purpose of the acquisition of property from Lawrence Kladek for the purposes of construction trails that would connect the Rock Island Swing Bridge to the Mississippi River Regional Trail. The City desires to construct trails on top of the old railroad bed that connect to River Road and 66th St. Mr. Larry Kladek owns approximately ½ of the railroad bed and in discussions is willing to trade the land. The City needs to survey the land and develop a legal description along with a registered survey of the property that we plan to acquire for the purposes of proceeding towards closing.

Staff is seeking two proposals for the above mentioned work and will hire the firm with the lowest proposal.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Access Agreement for Property Located a 4325 – 66th St

Meeting Date: June 27, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Tom Link
 Joe Lynch

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve the access agreement between the City of Inver Grove Heights and BFI Waste Systems of North America LLC., for property that is generally located at 4325 – 66th St for the purposes of performing a Phase I and Phase II environmental assessment along with soil borings.

The Phase I assessment would be performed by Braun Intertec for a fee of \$2,000. The cost for the Phase I would be paid for by the Park Acquisition and Development Fund (Fund 402). A proposal for the Phase II work would be brought back to the Council at a later date.

SUMMARY

The City of Inver Grove Heights approved the updated Master Plan for Heritage Village Park in December 2010. The updated plan incorporates property currently owned by BFI. Officials of BFI have indicated an interest in selling the property to the City.

Prior to negotiating a purchase price for the property, the City should perform, at our expense, a Phase I and Phase II environmental assessment of the property to determine the effort and resources that will be necessary to allow the property to become public park.

As a part of the 66th St project it is necessary to gather soil borings on the corner of 66th St and Doffing Ave so that a determination can be made as to the need for soil corrections as the new intersection is constructed yet this year as proposed in the updated Master Plan for the park. This agreement covers accessing the property for soil boring as well.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: June 27, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

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

Please confirm the seasonal/temporary employment of: Justin Singer, and Sokun Bobson.

Please confirm the separation of seasonal/temporary employment of: Chuck Kleckner

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Application for On-Sale/Sunday Intoxicating Liquor License

Meeting Date: June 27, 2011
 Item Type: Public Hearing
 Contact: 651.450.2513
 Prepared by: Melissa Rheaume
 Reviewed by: N/A

Fiscal/FTE Impact:

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

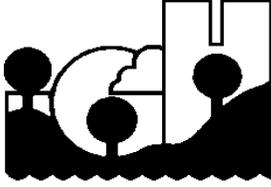
PURPOSE/ACTION REQUESTED:

Consider the application of El Loro of Inver Grove Heights, Inc. dba El Loro for an On-Sale/Sunday Intoxicating Liquor License for premises located at 5689 Blaine Ave.

SUMMARY:

Alex Gomez submitted an application for an On-Sale/Sunday Intoxicating Liquor License for the premises located at 5689 Blaine Ave. Mr. Gomez and his family have been involved in the restaurant business for approximately 11 years and currently operate El Loro locations in Burnsville and Savage. The applicant plans to have the restaurant open for business in July.

The Police Department conducted the requisite background investigation on the applicant and the found no basis for denial of the request. Mr. Gomez paid his liquor license fee for the remainder of the year and provided a liquor liability insurance certificate.



CITY OF INVER GROVE HEIGHTS

MEMORANDUM

TO: Mayor & City Council

FROM: Joe Lynch, City Administrator

SUBJECT: TIF Spending Plan Modification & Developer Agreement

DATE: June 20, 2011

Encl: TIF 4-1 map, Argenta Hills map, Q/A, FAQ, Spending Plan Terms

Background:

By way of background and introduction, I will present a map of TIF District 4-1 and the Argent Hills development area for education and information purposes for Council, as well as the general public, at the meeting on Monday, June 27th. I have included them here for your review.

I would like to use the following Agenda for the presentation of information at the Public Hearing on Monday. Due to the fact that we may only have three (3) Council Members in attendance we may have to table the final decision until the July 11, 2011 Council meeting. If that is the case, I would recommend that we take all of the Public comment at the Hearing on Monday and then close the Public portion of the Hearing so that we do not have to repeat all of the testimony at your July 11th meeting. If there is any additional information needed of course staff and/or the consultants will follow up and present that information at the next meeting. The Mayor can indicate that the information will be available on line with the Agenda packet information for that meeting, as well as by request prior to the meeting. Those that wish to can view the comments made at the meeting online through web streaming of the June 27th meeting.

Introduction & Overview of the issue - City Administrator
Presentation of the TIF Spending Plan- Ehlers, Steve Apfelbacher
Presentation of the C.P.D. - Kennedy & Graven, Steve Bubul
Questions of staff and consultants by Council
Public testimony
Close Public Portion of Hearing
Table to date certain for decision by full Council/or decide issue

In 2010 the Legislature created the opportunity for cities to use existing TIF District Fund balances in areas outside of TIF Districts to provide for economic development and job creation. State Statute 469.174 to 469.1799 provides the

legal framework for cities to accomplish these goals. This piece of legislation created timelines and deadline in which cities and developments had to begin and complete construction and improvements. In the 2011 session just completed, the Legislature enacted a Bill which extended the timeline for beginning construction until July 1, 2012 and completion of those improvements until December 31, 2012.

TIF District 4-1, commonly referred to as the SouthEast Quadrant was formulated to assist with economic development in the general area of Upper 55th Street between Hwy 52 and Cahill Avenue. There is currently a Fund Balance in TIF District 4-1 of approximately \$3 million dollars. We do have an agreement with Fine & Associates for possible further improvements and development with a Pay As You Go Note which allows for payment back to the Developer for a percentage of the Tax Increment created by their development and improvements. The use of any excess funds currently in the Fund Balance does not change or jeopardize that agreement. In addition, there are restrictions on the uses of the funds from TIF Districts. If the funds are not used for those specific purposes, the remaining balances can be returned to the various contributing taxing authorities at the end of the life of the District.

We have been asked to consider using \$1.25 Million of the fund balance to assist the development at Argenta Hills, located near the intersection of South Robert Blvd. and Hwy 55. This is a development that was halted in 2008 due to the state of the economy and a decision by Target Corporation not to proceed with the construction of their planned and approved store. Some of the public and private improvements were started at that time, but were not completed. The discussion and decision rests on making a modification to the Spending Plan for TIF District 4-1 and the language contained in a Contract for Private Development assure the City that certain milestones and events will occur and risk is minimized as much as possible.

Steve Apfelbacher of Ehlers & Associates will review and discuss the main points of the TIF Spending Plan. In general, the plan is to use \$1.25 Million dollars of the existing fund balance to regenerate interest and improvement to the existing development. The mechanism we would utilize would be the creation of escrow accounts. We would loan up to \$549,000 to IGH Investments, LLC, upon proof of expenses at least in the same amount. They would also prove establishment of an escrow account in the same amount that would pay the City back upon failure to complete the improvements. They would also create an additional escrow account of at least \$701,000 that would go them upon completion and opening of a Target store. If either of these fails to be accomplished the funds in the escrow accounts are returned by the third party account holder to the City. In addition, a guarantee has been made that the Target Store will stay open and operating for at least five years. If that fails to happen and the original escrow amount had been paid out to IGH Investments, they will repay the City the entire amount plus 1.7% interest.

There are a number of supporting documents that have been included with the packet and I would like to go through them for informational purposes. These include the Q/A supplied by Ehlers & Associates that details the legal and legislative side of the issue. There is an FAQ, developed by Ehlers and City staff that may answer some of the questions of the public. I think the best way to proceed is to hear the explanations as offered by Ehlers on the TIF Spending Plan and by Steve Bubul on the Contract for Private Development followed by questions from the Council on any of the information presented here this evening or contained in the documents provided for in the packet.

Recommendation:

I recommend the Council Amend the TIF District 41-1 Spending Plan and Accept and adopt the Contract for Private Development as presented



Memo

To: Inver Grove Heights Mayor and Councilmembers
Joe Lynch, City Administrator

From: Steve Apfelbacher, Financial Advisor
Jessica Cook, Financial Advisor

Date: May 19, 2011

Subject: TIF District 4-1 Spending Plan and Business Subsidy Agreement – Call for Public Hearing

The purpose of this memo is to summarize the proposed terms of a Contract for Private Development (the “Contract”) between IGH Investment, LLC (the “Developer”) and the City of Inver Grove Heights. The agreement was drafted by the Kennedy and Graven, the City’s bond counsel, and has been reviewed by the City Attorney.

Generally, the proposed Contract calls for the Developer to construct a 135,000 square foot Target Store and 15,000 square feet of “Main Street” and be open for business by December 1, 2012. The City will assist the project with a forgivable loan of up to \$1,250,000.

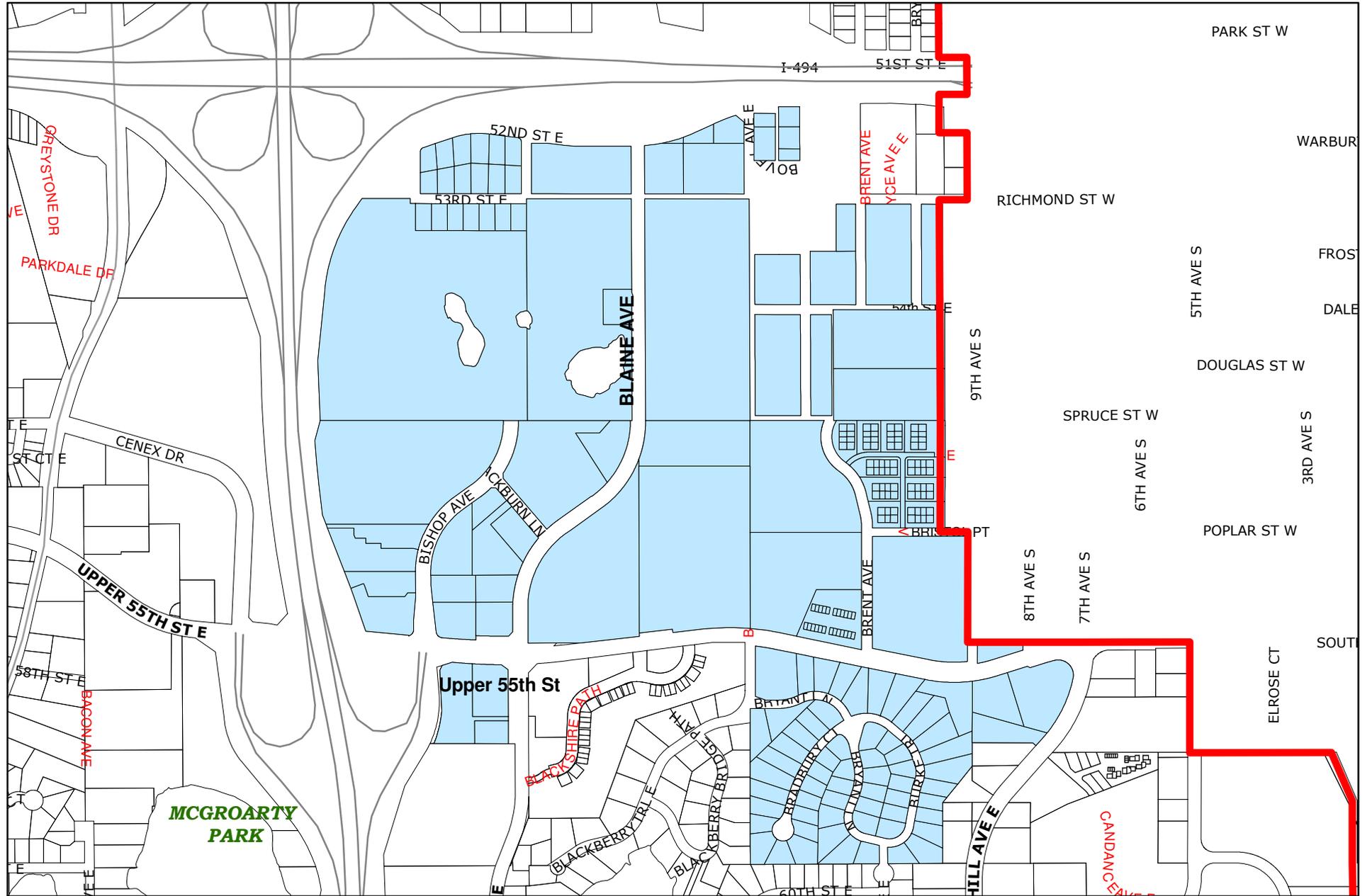
The following chart sets forth the time frames spelled out in the Contract. These terms were established to reduce risk for the City and ensure the project is completed in a timely fashion. The Developer will only receive assistance if the project is completed by December 1, 2012 and achieves certain benchmarks along the way.

Date	Developer Action	City Action	Recourse
By September 1, 2011	Developer commences construction of public improvements.	City signs Certificate of Commencement.	Contract is terminated if construction does not start by August 1, 2011.
Estimated Fall, 2011	Developer proves it has spent \$549,000 in public improvement costs and requests reimbursement.	City places up to \$549,000 from TIF 4-1 into an escrow held by a title company. Developer may not receive the escrowed funds until project is completed.	The escrow is returned to City if project is not completed by December 1, 2012.
By February 15, 2012	Construction on Target building commences.	Verify construction progress.	If Target construction has not begun by Feb. 15, 2012 the Contract is terminated and escrowed funds are returned to City.

By December 1, 2012	Target and other retail is completed and Target is open for business.	City disburses second installment of up to \$701,000 to the Developer and releases \$549,000 escrowed funds.	If not completed and open for business, the Contract is terminated, second disbursement \$701,000 is not made, \$549,000 escrow returned to City.
Five years after completion	The Developer will maintain operations of the Target Store and other retail to meet business subsidy criteria.	City will file annual reports with the Minnesota Department of Employment and Economic Development.	If the Developer fails to maintain operations for five years, the forgivable loan must be repaid, on a pro-rata basis. The loan is forgiven in full after five years.

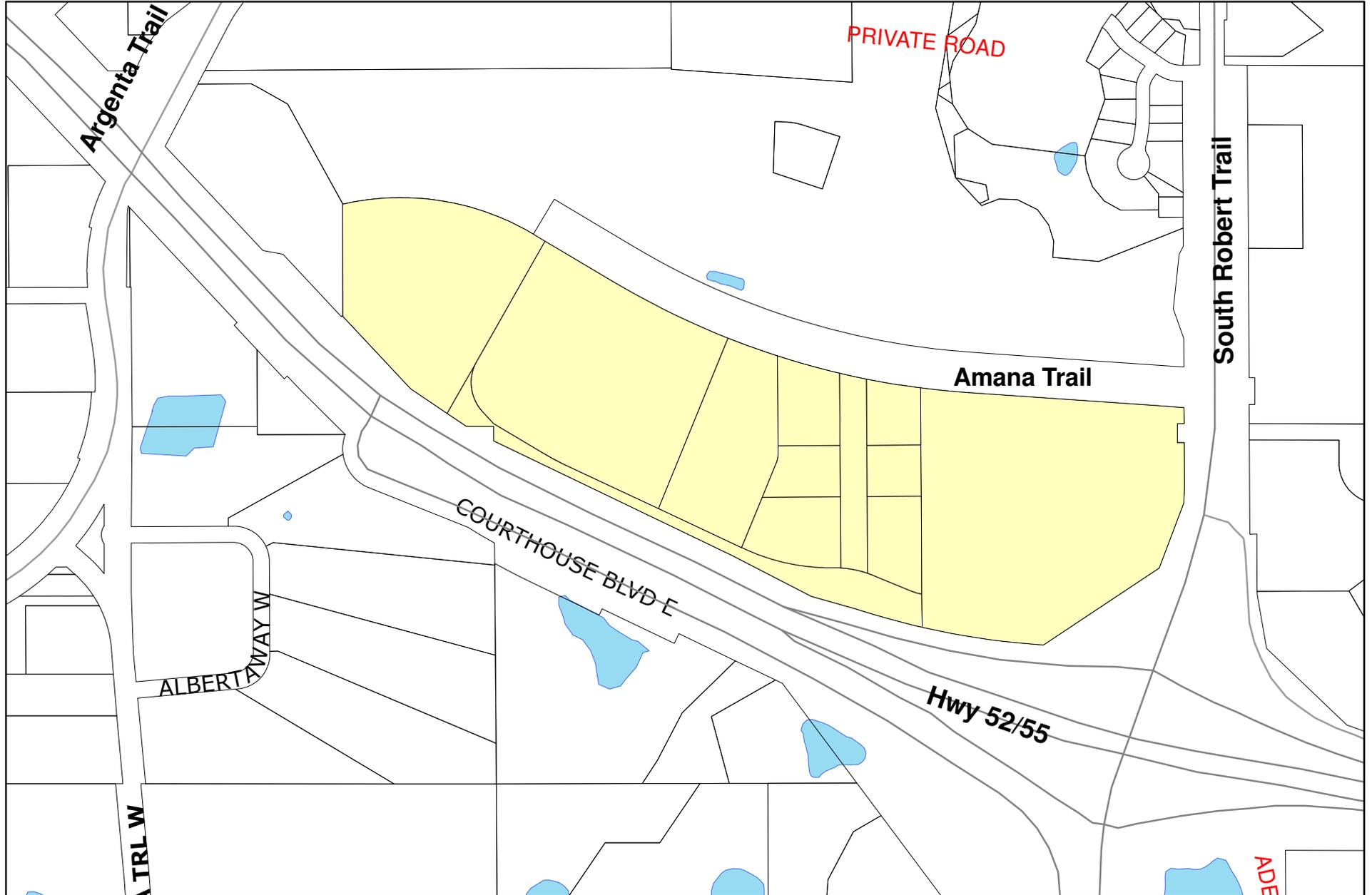


INVER GROVE HEIGHTS TIF DISTRICT 4-1





ARGENTA HILLS COMMERICAL PORTION OF DEVELOPMENT



Tax Increment Balances Can Used for Construction Projects to Create Jobs

The State of Minnesota 2010 Jobs Bill authorized the use of cash balances in existing tax increment to spur new construction or substantial rehabilitation in your community. Local governments can spend existing tax increment regardless of when the district was certified and without worrying about the many restrictions that have applied before, such as the five-year rule and pooling limitations.

The tax increment spending exceptions in the 2010 Jobs Bill were set to expire in 2011. The legislature extended those provisions by one year for commercial projects, and by six months for market rate housing projects. **Any cash balances used for commercial development must be expended by December 31, 2012.**

What kinds of projects can a City assist with our TIF balances?

The project must consist of the construction or substantial rehabilitation of privately owned buildings and ancillary facilities, if doing so will create or retain jobs in the State, including construction jobs. Projects can consist of commercial, industrial, office, and market rate housing. (The ability to assist income-restricted housing projects expires on July 1, 2011.)

What is the time frame for assisting developments?

For commercial and industrial projects, **construction must begin before July 1, 2012 and tax increment must be spent by December 31, 2012.** For market-rate housing, construction must begin before December 31, 2011 and tax increment must be expended by July 1, 2012.

How can a City provide assistance to a project?

The first step is to hold a public hearing and adopt a spending plan that specifically authorizes the assistance. The City will then need to enter into a development agreement that specifies how much increment will be provided, what it will pay for, and what form the assistance will take, what and when the developer must build, and what jobs will be created. Under the law, the assistance may be provided as a:

- Direct loan
- Grant
- Interest rate subsidy on developer's private financing
- Equity or similar investment in corporation, partnership, or limited liability company
- Applied by the City to pay for public improvements such as utilities, streets, and storm water improvements that are necessary for the Project.

Does this mean a City can pay for actual building construction costs?
Yes. Assistance can be provided in any form to a private development consisting of construction or substantial rehabilitation of buildings.

Can a City use TIF to pay for public construction projects?

Generally, no. Tax increment cannot be used to pay for government buildings, or for the cost of public improvements that primarily serve an aesthetic purpose. Tax increment may be used to pay for public infrastructure (such as utilities, streets, sidewalks, parking and storm water ponds), to the extent those improvements are needed to serve the specific private development being assisted.

Does it matter what type of district the TIF is coming from?

No. TIF from a housing district can be used to help build an office building or TIF from a redevelopment district can be used for greenfield development.

How could a City use TIF to improve existing businesses?

TIF could be used to make low-interest or forgivable loans to rental property owners or businesses that will substantially renovate their property and create construction or permanent jobs. If the loans are repaid, the repaid amount is still considered tax increment and will need to be accounted for in the district from which the funds came.

Can a City pledge TIF it expects to receive in the future?

No. Existing cash balances and increment collected through December 31, 2012 must be used by that date – no new bonds or interfund loans are allowed. There are techniques for freeing up tax increment cash flow to use as much tax increment funds as possible before the end of 2012.

Where can I get more information?

Contact your Ehlers Financial Advisor at 651-697-8500 (A list of Minnesota Financial Advisors and their direct dial numbers can be found under the Contact Us tab at the top of our website at www.ehlers-inc.com)

Questions about the Argenta Hills Project

June 23, 2011

In prior work sessions, the Council has had preliminary discussions about providing assistance to IGH Investors, LLC to complete construction of the 135,000 sq. ft. anchor tenant and 15,000 square feet of retail on Main Street in the Argenta Hills development in the Northwest Area. The City has an interest in seeing development occur in Argenta Hills in order to recover the cost of utility infrastructure and to facilitate a vibrant commercial area for City residents. Whether the proposed use of increment from TIF 4-1 is an acceptable way to accomplish that is a policy decision.

The following questions arose at the work sessions, and answers are provided below.

What are the risks to the City and how is the City protected?

The City will not provide any payments to the developer until all the public improvements, the Target Store and 15,000 square feet of retail on Main Street are completed and the Target is open for business. If the entire project is not completed by December 1, 2012, the agreement is void, and the City will not disburse any funds.

The City also has risk in not taking action. There are over \$500,000 in outstanding assessments on the property that will be at risk of default if the developer is unable to refinance outstanding debt when it comes due. Banks may be unwilling to refinance the loans based on lack of development.

Ehlers has prepared a term sheet for Council review that outlines the important business points of the proposed agreement. The agreement was drafted by bond counsel.

What guarantees does the City have that the 135,000 square foot retail anchor will be constructed?

The City will enter into an agreement with IGH Investment, LLC providing for the completion of the Target Store and 15,000 square feet of retail on Main Street. If the developer fails to meet its obligation to complete the whole project, the City will withhold all payments.

What is the estimated value and taxes of future development in Argenta Hills?

The retail anchor, situated on 17 acres, is expected to have an assessed value of approximately \$9 million. It will pay estimated annual taxes of \$280,000 to \$320,000 per year. The City has also provided preliminary approvals for over 30,000 square feet of retail on Main Street and a 50,000 square foot "junior tenant." When fully complete, the total value is expected to be approximately \$15 million, which will generate approximately \$500,000 per year in real estate taxes based on current tax rates.

The City portion of taxes from the completed Argenta Hills retail development is estimated to be approximately \$75,000 per year, based on current tax rates.

What connection fees will the City collect?

The City has assessed the project \$679,382 in water, sewer, and storm water charges. The fees were assessed over ten years and IGH Investment LLC is making annual payments of approximately \$110,000 per year.

In addition to the six building pads on Main Street, the developer has platted 4.8 acres for a 50,000 square foot junior tenant. The completion of the proposed project plus future retail development will generate an estimated \$380,000 to \$700,000 in future water and sewer connection fees (assuming no credits). Park dedication and storm water fees will also be collected.

Who is IGH Investment, LLC?

IGH Investment, LLC is a partnership that was created to develop the Argenta Hills property in Inver Grove Heights. The partners are McGough Development and Tradition Development.

Why is the City Council considering using TIF from District 4-1 to assist with the project?

The City consulted with its attorneys and Ehlers to determine available resources to assist Argenta Hills without looking to the property tax levy or reducing tax collections from Argenta Hills? Several potential funding sources were identified at the staff level. Using increment from TIF District 4-1 was seen as the best option for several reasons:

1. Using TIF from 4-1 will not impact the City's general levy, assuming the district would remain outstanding through 2019.
2. The cash balance in TIF 4-1 is expressly set aside to encourage development and redevelopment and create jobs.
3. There is sufficient cash in 4-1 to meet current obligations and pre-pay bonds on the community center, plus provide up to \$1.25 million to Argenta Hills.
4. The 2010 Jobs Bill, as extended, gives us temporary authority to expend the funds outside of the TIF District.

Why should the City pay for the developer's mistake? Is the City throwing good money after bad?

Unlike many "developments gone bad" that have recently been profiled in local newspapers, the developer of Argenta Hills has not defaulted on its loans or obligations to the City. IGH Investment, LLC is still paying property taxes and special assessments.

No commercial development will occur without a strong anchor tenant at the corner of Argenta Road and South Robert Trail. Target owns its site, so IGH Investment, LLC cannot market the anchor site to another retailer if Target does not proceed.

Why is the City considering this now? What's the hurry?

In 2008, Target ceased all new store construction in Minnesota due to the economy. Only this past spring have Target and other retailers begun to consider new stores. Target has determined that it is feasible to construct a 135,000 square foot store in Inver Grove Heights if the City assists the developer with site improvement costs. Target has also indicated that it will only proceed if site improvements are completed this fall for an early 2012 building construction start.

What is the basis for the proposed \$1.25 Million in assistance?

Inver Grove Heights, LLC will be investing \$2.2 million in completing the site improvements prior the completion of Target and the Main Street retail, and they have requested assistance from the City for public improvement costs. The proposed \$1.25 million is the amount of assistance recommended by Ehlers, the City's financial advisor, after reviewing the developer's financial information.

If we use TIF from District 4-1 for this project, will we have enough TIF to pay-off the outstanding bonds on the Community Center?

Yes. Funds will be available to pre-pay the bonds in full on or before February 1, 2014.

Will there be sufficient funds to assist other development projects or make public improvements?

Yes. Over the life of TIF District 4-1 (decertifies 2019) we estimate there will be an \$2.8 million in TIF available for other development activities within TIF District 4-1. This amount is expected to be available over time, assuming the Community Center bonds are paid in full and the City provides a \$1.25 million forgivable loan to the Argenta Hills project.

Assuming the City elects to pre-pay the bonds and assist Argenta Hills, it is estimated that \$300,000 will be available to spend on development activities outside the district over the next 18 months. The statutory authority to spend TIF outside of the District will end on December 21, 2012.

If the Fine project proceeds, it will generate new increment to assist with related site improvements. The Fine project has no existing claim to the cash balances in District 4-1.

How can TIF balances be used under state law?

The 2010 Jobs Bill, as extended by the State legislature, allows the City to use existing cash balances in TIF Districts to assist **new private construction** or substantial redevelopment projects that create jobs, including construction jobs. Funds must be expended by December 31, 2012. Unless previously authorized in the TIF Plan, TIF Balances may **not** be used for:

- Public improvements unrelated to a private development (i.e., street reconstruction)
- Debt payment on existing bonds
- Reducing the general levy
- Public buildings such as city hall or a maintenance facility

What have other Cities used TIF balances for?

We are aware of four Minnesota cities that have used existing TIF balances to assist private construction including a medical office, a hotel, affordable housing, and deferred loan programs for new commercial construction and building renovation.

Over 20 cities have used another aspect of the new law to create new economic development TIF districts to assist new construction projects. Staff is not proposing to establish a new TIF district for Argenta Hills because it is more expensive to implement and would limit future tax collections from the area.

Here are two examples of cities using the new legislation to assist development project that meet broader public goals.

The City of Lindstrom used existing TIF balances to facilitate the development of a medical clinic and hotel. Lindstrom and Chisago County have made concerted efforts over the years to diversify their tax base to avoid becoming a bedroom community.

Similarly, the City of Carver has the goal of creating a commercial district along Highway 212. Carver established a new economic development district under the 2010 Jobs Bill to construct a Mills Fleet Farm. Mills owned the property but, without City assistance, was not intending to develop it for several years. Mills will be paying for utility connection fees and road improvements, and the City expects the new store will spur private development on surrounding parcels.

CITY OF INVER GROVE HEIGHTS
SPENDING PLAN
FOR TAX INCREMENT FINANCING DISTRICT NO. 4-1
(TEMPORARY TIF AUTHORITY UNDER MINN. STATS., SECTION 469.176, SUBD. 4M)

ADOPTED BY CITY COUNCIL _____, 2011

SPENDING PLAN
FOR TAX INCREMENT FINANCING DISTRICT NO. 4-1
(TEMPORARY TIF AUTHORITY UNDER MINN. STATS., SECTION 469.176, SUBD. 4M)

I. PURPOSE

The City of Inver Grove Heights (the “City”) proposes to adopt a spending plan (the “Spending Plan”) for Tax Increment Financing District No. 4-1 (the “TIF District”) in accordance with Minnesota Statutes, Section 469.176 Subd. 4m, and referred to as the “Temporary TIF Authority Act”).

Under the Temporary TIF Authority Act, the City is authorized to spend available tax increment from any existing tax increment financing district, notwithstanding any other law to the contrary, to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of construction or substantial rehabilitation of buildings and ancillary facilities, if the following conditions exist:

- (1) Such assistance will create or retain jobs in the State of Minnesota, including construction jobs;
- (2) Construction commences before July 1, 2012 (or in the case of market rate housing, commences before January 1, 2012; or in the case of low/moderate income housing commences before July 1, 2011);
- (3) The construction would not have commenced before that date without the assistance;
- (4) The City Council approves a written spending plan (after a duly noticed public hearing) that specifically authorizes the City to take such actions; and
- (5) The tax increments authorized under the Spending Plan are spent by December 31, 2012 (or in the case of market rate housing are spent by July 1, 2012, or in the case of low/moderate income housing are spent by December 31, 2011).

The City has determined to authorize expenditures of tax increment from the TIF District under the Temporary TIF Authority Act as further described in this Spending Plan.

II. SPENDING PLAN

The City is authorized as follows:

- (a) The Authority may use any available tax increments from the TIF District received through December 31, 2012 and not otherwise pledged to any outstanding contract or obligation (referred to as “Available Spending Plan Increment”), to provide improvements, loans, interest rate subsidies, or assistance in any form to private development occurring anywhere within the City that meets the requirements of the Temporary TIF Authority Act described above (subject to the separate time limits for any housing developments).

(b) The assistance authorized under this Spending Plan expressly includes, but is not limited to, assistance to Inver Grove Heights Investment, LLC (the “Developer”) in the amount of not more than \$1,250,000 to finance certain commercial developments in the area known as Argenta Hills. That development will include completion of an approximately 135,000 square-foot retail anchor store (for which construction was previously commenced but abandoned due to economic circumstances) together with approximately 15,000 square feet of additional commercial space (together referred to as the “Argenta Hills Commercial Improvements”). In connection with such assistance, the City expressly finds that:

1. Construction of the Argenta Hills Commercial Improvements will create or retain at least 14 new full-time equivalent construction jobs at the Argenta Hills site (representing jobs that would not otherwise exist elsewhere in Minnesota, or would not be retained in Minnesota), based on estimates provided by the Developer.
2. The Developer will be required to commence construction of the Argenta Hills Commercial Improvements by no later than August 1, 2011. Construction the Argenta Hills Commercial Improvements would not have commenced before August 1, 2011 without the assistance under this Spending Plan, because such development was previously abandoned and Developer had no plans to complete such development for several years absent the assistance under this Spending Plan.

In addition to the assistance for the Argenta Hills Commercial Improvements described above, the City is authorized to spend Available Spending Plan Increment for any other private development in the City for which the City finds that the private development will create or retain jobs in the State (including construction jobs); that the private development will commence before the required date (depending on the type of development); and that such construction would not have commenced before the required date without the assistance under this Spending Plan. The City must document its findings under this section at the time of approval of assistance to each development.

(d) In accordance with the Temporary TIF Authority Act, the City may implement this Spending Plan by making an equity or similar investment in a corporation, partnership or limited liability that the City determines is necessary to make construction that meets the requirements of paragraph (c) financially feasible.

(e) This Spending Plan authorizes, but does not obligate, the City to spend Available Spending Plan Increment. Any obligation to provide assistance under this Spending Plan must be evidenced by a contact approved by the City Council, entered into with a private party who otherwise meets the requirements of this Spending Plan and the Temporary TIF Authority Act.

(f) In accordance with the Temporary TIF Authority Act, the authority to spend Available Spending Plan Increment under this Spending Plan expires on December 3,1 2012 (subject to the earlier expiration dates for market rate and low/moderate income housing referenced above). No Available Spending Plan Increment may be spent under this Spending

Plan after December 31, 2012 unless such expenditure is otherwise authorized by law without regard to the Temporary TIF Authority Act.

(g) The City acknowledges that assistance provided pursuant to this Spending Plan will be subject to Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidy Act”), unless the assistance provided to a specified recipient is exempt from the Business Subsidy Act under the terms of that statute.

(h) The City may amend this Spending Plan at any time in accordance with the procedures for approval of the Spending Plan under the Temporary TIF Authority Act.

(i) City staff are authorized and directed to maintain a copy of this Spending Plan with the City’s records for the TIF District, and to file a copy of the Spending Plan with the Office of the State Auditor (as requested by the State Auditor in the August, 2010 TIF Division Newsletter).

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY
STATE OF MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING A SPENDING PLAN FOR TAX INCREMENT
DISTRICT 4-1**

BE IT RESOLVED by the City Council (the "City Council") of the City of Inver Grove Heights (the "City"), Dakota County, Minnesota as follows:

Section 1. Background; Findings.

(a) The City has previously established Tax Increment Financing District 4-1 (the "TIF District") and adopted the tax increment financing plan therefor (the "TIF Plan") pursuant to Minnesota Statutes, Sections 469.174 to 469.1799 (the "TIF Act") and certain special legislation.

(b) Section 469.176 Subd. 4m of the TIF Act (referred to as "Temporary Authority") authorizes the City to spend available tax increment from any existing tax increment financing district, notwithstanding any other law to the contrary, to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of construction or substantial rehabilitation of buildings and ancillary facilities, if certain terms and conditions are met.

(c) In accordance with the Temporary Authority, the City has caused to be prepared a spending plan (the "Spending Plan") authorizing the City to use existing tax increment revenues from the TIF District in order to stimulate construction or rehabilitation of private development in a way that will also create or retain jobs in the development known as Argenta Hills.

(d) The City has performed all actions required by law to be performed prior to the approval of the Spending Plan, including, but not limited to, causing notice of a public hearing to be published and holding a public hearing on the date hereof on the adoption of the Spending Plan.

Section 2. Approval of the Spending Plan and Business Subsidy Agreement.

(a) The Spending Plan is hereby approved in substantially the form on file in City Hall.

(b) The City makes all the findings set forth in the Spending Plan, which are incorporated herein by reference.

(c) City staff and consultants are hereby authorized to take actions necessary to carry out the terms of the Spending Plan.

Dated: June 27, 2011

Adopted:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

Fifth Draft June 22, 2011

CONTRACT
FOR
PRIVATE DEVELOPMENT
By and Between
CITY OF INVER GROVE HEIGHTS
and
IGH INVESTMENT, LLC
Dated as of: June ____, 2011

This document was drafted by:

KENNEDY & GRAVEN, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, Minnesota 55402
Telephone: (612) 337-9300

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CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made on or as of the _____ day of June, 2011, by and between THE CITY OF INVER GROVE HEIGHTS, a Minnesota municipal corporation (the “City”), and IGH INVESTMENT, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the City has undertaken a program to promote economic development and job opportunities, promote the development and redevelopment of land which is underutilized within the City, and in this connection created a development district known as Development District No. 4, and within the area established Tax Increment Financing District No. 4-1 (the “TIF District”), all pursuant to Minnesota Statutes, Sections 469.124 to 469.134 (the “Development District Act”), Sections 469.174 to 469.179 (the “TIF Act”), and Laws of Minnesota, 1988, Chapter 712; Article 12, Section 29(a); Laws of Minnesota Special Session 1989, Article 14, Section 18, Subdivision 1, and Laws of Minnesota, 1990, Chapter 604, Article 7, Section 30, Subd. 3; and

WHEREAS, Section 469.176 Subd. 4m of the TIF Act (referred to as “Temporary Authority”) authorizes the City to spend available tax increment from any existing tax increment financing district, notwithstanding any other law to the contrary, to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of construction or substantial rehabilitation of buildings and ancillary facilities, if certain terms and conditions are met; and

WHEREAS, the City has adopted a spending plan (the “Spending Plan”) that authorizes expenditure of Tax Increments from the TIF District for certain purposes in accordance with the Temporary Authority; and

WHEREAS, the Developer has proposed certain commercial improvements (the “Minimum Improvements”) on certain property (the “Development Property”) in the City, the construction of which Minimum Improvements would not commence before September 1, 2011 without assistance under the Spending Plan; and

WHEREAS, the City believes that the development of the Minimum Improvements pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

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ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Additional Commercial Improvements” means the construction on Lot 3, Block 1, and Lots 1 and 2, Block 2 of the Development Property, of three commercial buildings with a combined gross area of at least 15,000 square feet, all substantially in accordance with the site plans and planned unit development approved by the City Planning Resolution; provided that if the location or configuration of the commercial improvements is modified in any amendment to the City Planning Resolution, such modification is incorporated herein by reference.

“Affiliate” means with respect to the Developer (a) any corporation, partnership, or other business entity or person controlling, controlled by or under common control with the Developer, and (b) any successor to such party by merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of such party (or such Affiliate). For the purpose hereof the words “controlling”, “controlled by” and “under common control with” shall mean, with respect to any corporation, partnership, corporation or other business entity, the ownership of fifty percent or more of the voting interests in such entity, possession, directly or indirectly, or the power to direct or cause the direction of management policies of such entity, whether ownership of voting securities or by contract or otherwise.

“Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Business Day” means any day except a Saturday, Sunday, legal holiday, a day on which the City is closed for business, or a day on which banking institutions in the City are authorized by law or executive order to close.

“Business Subsidy Act” means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

“Certificate of Completion” means the certification provided to the Developer pursuant to Section 4.4 of this Agreement.

“City” means the City of Inver Grove Heights, Minnesota.

“City Planning Resolution” means Resolution No. 08-87 approved April 28, 2008, as amended by Resolution No. 09-92 approved May 11, 2009, approving the plat of Argenta Hills and the planned unit development for the Development Property.

“City Representative” means the City Deputy Clerk, or any person designated by the City Administrator to act as the City Representative for the purposes of this Agreement.

“Compliance Period” has the meaning provided in Section 3.6(a)(6).

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed on the Development Property which are required to be submitted to the appropriate building officials of the City in accordance with City ordinances and procedures.

“Consulting Advisors” means Kennedy & Graven, Levander, Gillen & Miller, and Ehlers.

“County” means the County of Dakota, Minnesota.

“Developer” means IGH Investment, LLC or its permitted successors and assigns.

“Developer-Owned Parcels” has the meaning provided in Section 3.1.

“Development Contract” means the Development Contract for Plat of Argenta Hills between the City and Developer dated as of March 30, 2008, as amended or extended from time to time.

“Development Property” means the property described on Schedule A.

“Event of Default” means an action by a party described in Section 9.1 of this Agreement.

“Existing Improvements” means foundations for a commercial retail facility, located on Lot 1, Block 1 of the Development Property as of the date of this Agreement.

“Holder” means the owner or mortgagee of a Mortgage.

“Job Covenant” has the meaning provided in Section 3.5.

“Loan Closing Date” has the meaning provided in Section 3.3(a).

“Minimum Improvements” means the Target Facility and the Additional Commercial Improvements; and includes all Site Improvements unless the context clearly requires otherwise.

“Mortgage” means any mortgage made by the Developer which is secured, in whole or in part, with the Development Property.

“Qualified Construction Job” means a construction job (or any number of part-time jobs in combination) lasting at least one 35-hour week during construction of the Minimum Improvements.

“Reimbursement Agreement” means the Reimbursement Agreement between the City and Developer dated as of May 2, 2011.

“Site Improvements” means the following improvements to be constructed by Developer in connection with construction of the Minimum Improvements: any improvements defined as “Developer Improvements” under the Development Contract; together with any other site improvements to the Development Property or improvements adjacent to and serving the Development Property, including without limitation grading, utilities, parking, and landscaping, and any improvements to Amana Trail from Trunk Highway No. 3 to Argenta Trail and the pedestrian/bicycle trail north of Amana Trail, and any work needed to prepare for construction of the Target Facility or Additional Commercial Improvements (including without limitation excavation and footings for foundations).

“Spending Plan” means the Spending Plan adopted by the City Council on June 27, 2011, authorizing expenditures of Tax Increment from the TIF Districts in accordance with the Temporary Authority.

“State” means the State of Minnesota.

“Target” means Target Corporation, a Minnesota corporation.

“Target Facility” means construction of an approximately 135,000 square foot Target store on Lot 1, Block 1 of the Development Property substantially, in accordance with the site plans and planned unit development approved by the City Planning Resolution.

“Tax Increment” means that portion of the real property taxes which is paid with respect to the TIF District and which is remitted to the City as tax increment pursuant to the Tax Increment Act.

“Tax Increment Act” or “TIF Act” means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174 to 469.1799, as amended.

“Tax Increment District” or “TIF District” means the City’s Tax Increment Financing District No. 4-1.

“Tax Official” means any County assessor; County auditor; County or State board of equalization, the commissioner of revenue of the State, or any State or federal court including the tax court of the State.

“Temporary Authority” means Minnesota Statutes, Section 469.176, subd. 4m.

“Termination Date” means the end of the Compliance Period.

“Title” means First American Title Insurance Company.

“TIF Loan” has the meaning provided in Section 3.3(b) hereof.

“Transfer” has the meaning set forth in Section 8.2(a).

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of war, terrorism, strikes, other labor troubles, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays. Unavoidable Delays shall not include delays in the Developer’s obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under Section 4.3 of this Agreement, unless (a) Developer has timely filed any application and materials required by the City for such permit or approvals, and (b) the delay is beyond the reasonable control of the Developer.

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ARTICLE II

Representations and Warranties

Section 2.1. Representations and Covenants by the City. The City represents and warrants that:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under the provisions of the TIF Act and the Temporary Authority, the City has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City will use its best efforts to facilitate development of the Minimum Improvements, including but not limited to cooperating with the Developer in obtaining necessary administrative and land use approvals.

(c) The activities of the City are undertaken for the purpose of fostering private development consisting of construction of buildings and ancillary facilities, all in accordance with the Temporary Authority.

(d) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any statutory limitation or any indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(e) The City shall promptly advise Developer in writing of all litigation or claims affecting any part of the Minimum Improvements.

(f) The City has duly authorized the execution, delivery and performance of this Agreement by all proper action.

Section 2.2. Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer is a limited liability company organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its member control agreement, operating agreement, articles of organization or the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action of its chief manager and board of governors.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of,

the terms, conditions or provisions of any limited liability company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(c) Developer shall promptly advise the City in writing of all filed and pending litigation or claims affecting any part of the Minimum Improvements and all written complaints and charges made by any governmental authority materially and adversely affecting the Minimum Improvements or materially and adversely affecting Developer or its business, which may delay or require changes in construction of the Minimum Improvements.

(d) The Developer would not commence or cause commencement of construction of the Minimum Improvements by September 1, 2011 without the assistance provided under this Agreement and the Spending Plan.

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ARTICLE III

Tax Increment Assistance

Section 3.1. Status of the Development Property. As of the date of this Agreement, Developer owns the portion of the Development Property described as Lots 2, 3 and 4, Block 1, and Lots 1, 2 and 3, Block 2, and Outlots A, B, C and D, in the plat of Argenta Hills (referred to as the “Developer-Owned Parcels”); and Target owns the portion of the Development Property described as Lot 1, Block 1, in the plat of Argenta Hills, all as described in Schedule A hereto. The City has no obligation to acquire the Development Property or any portion thereof.

Section 3.2. Environmental Conditions. (a) Developer acknowledges that the City makes no representations or warranties as to the condition of the Development Property or the Existing Improvements or the fitness of the Development Property or Existing Improvements for construction of the Minimum Improvements or any other purpose for which the Developer may make use of such property, and that the assistance provided to Developer under this Agreement neither implies any responsibility by the City for any contamination of the Development Property or poor soil conditions, nor imposes any obligation on such parties to participate in any cleanup of the Development Property or correction of any soil problems.

(b) Without limiting its obligations under Section 8.4 of this Agreement Developer further agrees that it will indemnify, defend, and hold harmless the Indemnified Parties (as defined in Section 8.4(b) hereof) from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Development Property as a result of the actions or omissions of the Developer, unless and to the extent that such hazardous wastes or pollutants are present as a result of the actions or omissions of the Indemnified Parties. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

Section 3.3. Tax Increment Assistance. (a) *Generally.* In order to make development of the Minimum Improvements financially feasible, the City will make a grant to Developer in the amount of \$1,250,000, subject to all the terms and conditions of this Agreement, including without limitation the business subsidy provisions described in Section 3.6. The parties acknowledge that the Business Subsidy Act requires that any subsidy intended as a grant must be structured as a forgivable loan (in light of the potential for repayment if specified goals are not met). Therefore, the grant of assistance under this Agreement is treated as a loan, and is referred to as the “TIF Loan.” The TIF Loan shall be evidenced by a promissory note (“Note”) payable by the Developer to the City substantially in the form of Schedule D attached to this Agreement. Proceeds of the TIF Loan shall be delivered in two disbursements, in accordance with paragraphs (b) and (c) of this Section, and the Note shall be dated, and delivered by Developer to City, as of the first disbursement under paragraph (b) (also referred to as the “Loan Closing Date”).

(b) *First Disbursement of Loan Proceeds.* The first disbursement of TIF Loan proceeds shall be in the amount of \$549,000, and shall be disbursed by the City to the Developer

upon satisfaction of the following conditions, all of which must be satisfied by December 1, 2011:

(i) The Developer having executed and delivered to the City the executed the Note;

(ii) Developer having delivered evidence of required insurance in accordance with Article V hereof;

(iii) Developer, Developer's contractors and the City Representative having executed the Commencement Certificate in accordance with Section 4.3 hereof;

(iv) Developer having delivered to the City one or more draw requests approved by Title together with invoices or other written evidence reasonably satisfactory to the City showing that Developer has incurred and paid costs of Site Improvements (including descriptions of the Site Improvements being reimbursed) in the amount of at least \$549,000 (or showing that such amount is then due and owing to a contractor and Title has approved such draw for payment);

(v) Developer having executed an Escrow Agreement and satisfied the City as to sufficient funding for the TIF Loan Escrow, all in accordance with Section 3.4 hereof; and

(vi) There being no uncured Event of Default under this Agreement or the Development Contract.

(c) *Second Disbursement of Loan Proceeds.* The second disbursement of TIF Loan proceeds shall be in the maximum amount of \$701,000, and shall be disbursed by the City to the Developer upon completion of the Minimum Improvements and opening of the Target Facility in accordance with Section 4.3 hereof, and satisfaction of the following conditions (all of which must be satisfied by December 1, 2012):

(i) all the conditions for the first disbursement were met;

(ii) Developer having delivered to the City one or more draw requests approved by Title together with invoices or other written evidence reasonably satisfactory to the City showing that Developer has incurred and paid costs of Site Improvements (including descriptions of the Site Improvements being reimbursed, which Site Improvements were not reimbursed in by the first disbursement hereunder) in at least the amount of the disbursement (or showing that such amounts are then due and owing to a contractor and Title has approved such draw for payment); and

(iii) Developer has timely satisfied the Jobs Covenant in accordance with Section 3.5 hereof;

(iv) Developer has provided all information required for the City to execute the Certificate of Completion, and the City has executed such certificate; and

(v) There being no uncured Event of Default under this Agreement or the Development Contract.

The parties agree and understand that if Developer fails to cause timely commencement of the Target Facility by February 15, 2012 in accordance with Section 4.3(b), the City has no obligation to make the second disbursement, and Developer's right, title and interest in all proceeds of the TIF Loan terminates. In that event, proceeds of the first disbursement held in the TIF Escrow under Section 3.4 are released to the City as described in that Section.

(d) *Repayment of TIF Loan.* The TIF Loan shall be repaid as follows:

(i) Interest at the rate of 1.7% (the required rate under Section 116J.994, subd. 6 of the Business Subsidy Act) shall accrue on the amount of principal advanced, from the date of each disbursement under this Section, until the Note is repaid or forgiven as provided in this Section.

(ii) The principal amount of the Note (or whatever amount has actually been disbursed), and accrued interest thereon, shall be due and payable if Developer fails to (1) timely satisfy the Job Covenant under Section 3.5, (2) timely commence construction of the Target Facility under Section 4.3(b), or (3) timely complete the Minimum Improvements and cause the Target Facility to open under Section 4.3(c). Such repayment is accomplished by release of the TIF Escrow under Section 3.4, it being understood that if such events occur, only the first \$549,000 in principal amount will have been disbursed.

(iii) Further, a Pro Rata Portion (as defined in Section 3.6(b) hereof) of the principal and interest on the Note shall be due and payable if Developer fails to cause the Target Facility to remain open for five years in accordance with Section 3.6 (a)(6) hereof. Notwithstanding anything to the contrary in Sections 9.1 and 9.2 hereof, such repayment is due within 10 Business Days after the date of a written notice from the City regarding such five-year covenant.

(iv) If none of the events in clauses (ii) and (iii) of this paragraph (d) occur, then the entire principal and interest on the TIF Loan is forgiven. If no repayment has been demanded as of the end of the Compliance Period under Section 3.6, then the entire principal and accrued interest on the Note is forgiven, the Note is deemed terminated and the City will return the Note to the Developer marked "PAID IN FULL".

Section 3.4. Escrow Provisions. As security for the first disbursement of the TIF Loan under Section 3.3(b), Developer shall, at the time of such first disbursement, deposit with Title funds in the amount of \$549,000 (the "TIF Loan Escrow"). City, Developer, and Title shall execute an escrow agreement the ("Escrow Agreement") mutually satisfactory to those parties,

under which the escrowed funds will be released as follows: on the date the Minimum Improvements are completed and the Target Facility is opened (as evidenced by execution of a Certificate of Completion), the escrowed funds shall be released and paid to Developer. If Developer fails to cause commencement of the Target Facility by February 15, 2012 under Section 4.3(b), fails to cause completion of the Minimum Improvements and opening of the Target Facility by December 1, 2012 in accordance with Section 4.3 hereof, or fails to timely meet the Job Covenant in accordance with Section 3.5, then notwithstanding anything to the contrary in Sections 9.1 and 9.2 hereof, the escrowed funds shall be released to the City within 3 Business Days after the date of the City's written notice to that effect under Section 3.3(d)(ii). Any interest earnings on escrowed funds shall be credited to the escrow account and included in the release of principal to the Developer or the City, as the case may be.

Section 3.5. Job Covenant. Developer shall cause the creation or retention of at least 14 Qualified Construction Jobs engaged in construction of the Minimum Improvements (including without limitation the Site Improvements). By no later than the required date for completion of the Minimum Improvements (and as a condition for execution of a Certificate of Completion), Developer shall deliver to the City a written certification that the required number of Qualified Construction Jobs were created, and that such jobs represented a net increase in the State (i.e., because they were hired for this construction project) or a net retention of jobs in the State (because absent this construction project such jobs would have been eliminated). Upon request by the City, Developer shall provide to the City any evidence reasonably requested by the City to document Developer's certification.

Section 3.6. Business Subsidy. The provisions of this Section constitute the "business subsidy agreement" for the purposes of the Business Subsidy Act.

(a) *General Terms*. The parties agree and represent to each other as follows:

(1) The subsidy provided to the Developer consists of the principal amount of the TIF Loan under Section 3.3 of this Agreement. The City expects to fund the TIF Loan from a portion of the Tax Increment from the TIF District. The TIF District is a redevelopment district under the TIF Act. The subsidy provided under this Agreement is a forgivable loan which may be funded from revenues of the TIF District, which revenues the City represents it is authorized to spend for these purposes under the Temporary Authority and the Spending Plan.

(2) The primary public purpose of the subsidy is to remedy the impediment to development created by the uncompleted Existing Improvements on the Development Property. The City has determined that, absent the assistance described in this Agreement, the Existing Improvements will remain in a state of stalled construction for several years to come, which will impair the marketability of the remaining property in the immediate vicinity. Further, given the prominence of this site (at a key intersection), failure to complete the Existing Improvements could result in delay of development in the entire northwest area of the City, which in turn jeopardizes the City's ability to finance infrastructure in that area. The existence of a long-term stalled construction

project creates a deteriorating influence that can only be remedied by completion of commercial improvements of some type at this site.

(3) The City has determined that, other than creation of construction jobs described in the Job Covenant under Section 3.5, the City's goal for the subsidy is not creation of new permanent jobs, but rather carrying out the public purpose described in clause (2) above. Therefore, after public hearing, the City has set the permanent job creation or retention goal as zero, and instead determines that the tangible goals are: to secure completion of the Minimum Improvements and opening of the Target Facility in accordance with Section 4.3; and operation of the Target Facility as a retail store for at least the Compliance Period as defined in clause (6) below. The City may, after a public hearing, extend the deadlines for these respective goals by up to one year, provided that nothing in this section will be construed to limit the City's legislative discretion regarding this matter.

(4) If the goals described in clause (3) are not met, the Developer must repay the TIF Loan, as described in Section 3.6(c) and 3.3(d).

(5) The subsidy is needed because construction of the Minimum Improvements is not financially feasible at the current time without public assistance, and absent the subsidy such construction may be delayed for several years, which in turn impairs the City's ability to secure revenues needed to pay for infrastructure serving the entire northwest area of the City.

(6) Subject to the terms of Section 5.1(d) hereof, the Developer or its permitted successors and assigns must cause the Target Facility to remain open as a retail store for at least five years after the Benefit Date. The "Benefit Date" is the earlier of (i) the date the Target Facility is open for public business in accordance with Section 4.3(c), or (ii) the date of substantial completion of the Target Facility in accordance with Section 4.3(c). Such five-year period after the Benefit Date is referred to as the "Compliance Period." The Target Facility will be deemed no longer "open" in the first calendar month in which the Target Facility has, for at least five consecutive calendar days, failed to be open for business to the general public with business hours substantially consistent with other Target stores in the Minneapolis/St. Paul metropolitan area.

(7) The Developer does not have a parent corporation.

(b) *Remedies.* If the Developer fails to meet the goals described in Section 3.6(a)(3), the Developer shall repay the TIF Loan (or portion thereof) as follows:

(1) If Developer fails to timely complete the Minimum Improvements or timely cause the Target Facility to open, Developer shall, upon written notice from the City (in accordance with Section 3.4 hereof) repay the \$549,000 portion of the TIF Loan previously advanced, which repayment is accomplished by release of the TIF Loan Escrow; provided that if the interest earnings on the escrowed funds are less than the amount that would be earned if invested at the rate of 1.7% (the interest rate on the TIF

Loan, which is also the required interest rate under the Business Subsidy Act), then Developer shall also pay to the City any such interest earnings shortfall.

(2) If the TIF Loan Escrow was released to Developer under Section 3.4 but Developer fails to continue to cause the Target Facility to remain open through the Compliance Period, Developer shall repay a Pro Rata Share of the principal and interest on the TIF Loan. "Pro Rata Portion" means the number of calendar months remaining in the Compliance Period after the date of a written demand for repayment resulting from the event under this clause (starting with the first calendar month after the date of the demand), divided by 60. Such repayment is due as described in Section 3.3(d)(iii).

Nothing in this Section shall be construed to limit the City's remedies under Article IX hereof. In addition to the remedy described in this Section and any other remedy available to the City for failure to meet the goals stated in Section 3.6(a)(3), the Developer agrees and understands that it may not receive a business subsidy from the City or any grantor (as defined in the Business Subsidy Act) for a period of five years from the date of the failure or until the Developer satisfies its repayment obligation under this Section, whichever occurs first.

(d) *Reports.* The Developer must submit to the City a written report regarding business subsidy goals and results by no later than March 1 of each year, commencing March 1, 2012 and continuing until the later of (i) the date the goals stated Section 3.6(a)(3) are met; (ii) thirty (30) days after expiration of the Compliance Period, or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.6(c). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City will mail the Developer a warning within one week after the required filing date. If, after fourteen (14) days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of \$100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is \$1,000. Such penalty for failure to file reports is in addition to any other remedy for an Event of Default under this Agreement.

Section 3.7. Payment of Administrative Costs. (a) Developer is responsible, through the Termination Date, to pay "Administrative Costs," which term means out-of-pocket costs incurred by the City attributable or incurred in connection with the following:

- (1) Negotiation and preparation of this Agreement and any related agreements;
- (2) The services of Consulting Advisors related to negotiation, drafting and ongoing management of this Agreement any related agreements;
- (3) Costs of publication and costs of public hearings;

(4) Any work by Consulting Advisors related to the Spending Plan or otherwise related to actions needed to permit the financial assistance described in this Agreement;

(5) Cost of services by any Consulting Advisors to review, analyze, negotiate, and study financial assistance as described in this Agreement.

The cost of any service provided by Consulting Advisors shall be at the usual and customary rates charged for such work.

(b) The parties agree and understand that Developer delivered \$15,000 in funds to the City as security for its obligations under the Reimbursement Agreement. Developer shall continue to maintain such cash deposit at the level of \$10,000 through issuance of the Certificate of Completion. If the amounts in such deposit drop to \$5,000 or less, Developer shall within 10 days after written request by the City make an additional cash deposit with the City in the amount needed to bring the cash deposit to \$10,000.

(c) If any balance remains in the cash deposit upon issuance of the Certificate of Completion for the Minimum Improvements, then the City shall remit such balance to Developer within 30 days thereafter.

(d) Notwithstanding release of the cash deposit under paragraph (c), Developer remains obligated to pay any continuing Administrative Costs incurred through the Termination Date. Developer shall pay any such costs within 10 days after receiving a written request from the City including reasonable description of the nature of the Administrative Costs.

(e) This Section replaces and supersedes the Reimbursement Agreement in all respects.

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ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. (a) Developer will construct the Minimum Improvements in accordance with the terms of this Agreement and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations). For purposes of this Agreement, the term “construct” means the Developer is required to cause such construction, whether or not Developer actually undertakes such work directly.

(b) Developer will obtain (or cause to be obtained), in a timely manner, all required permits, licenses and approvals, and will 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 Minimum Improvements may be lawfully constructed.

(c) Through the Termination Date, Developer will maintain in good repair and condition, in accordance with all laws and ordinances, any portion of the Development Property owned by Developer (during the period of such ownership), and any portion of the Minimum Improvements owned by Developer (during the period of such ownership).

Section 4.2. Construction Plans. Before commencing construction of the Minimum Improvements, Developer shall submit to the City Construction Plans for the Minimum Improvements in accordance with City ordinances and procedures. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with this Agreement, the City Planning Resolution, the Development Contract and all applicable State and local laws and regulations.

Section 4.3. Commencement and Completion of Construction.

(a) By no later than September 1, 2011, Developer must commence construction of some portion of the Minimum Improvements (which may include any portion of the Site Improvements). Construction is considered to be “commenced” upon any physical alteration of the Development Property, or any physical alteration that is part of the Site Improvements (including portions located outside the Development Property, such as work on Amana Trail), all as reasonably determined by the City. Commencement of construction of the Minimum Improvements will be confirmed by a Certificate of Commencement in substantially the form attached as Schedule B, executed by Developer and the City Representative.

(b) Notwithstanding the commencement of some portion of the Minimum Improvements as required under paragraph (a), Developer must commence construction of the Target Facility by February 15, 2012. Construction of the Target Facility is considered to be “commenced” upon visible improvements to the Target Facility, including without limitation visible alterations or additions to the Existing Improvements, all as reasonably determined by the City. Commencement of construction of the Target Facility will be confirmed by a Certificate of

Commencement in substantially the form attached as Schedule B, executed by Developer and the City Representative.

(c) Subject to Unavoidable Delays, Developer must (i) substantially complete construction of the Target Facility *and* open the Target Facility by December 1, 2012; and (ii) must complete the Additional Commercial Improvements and all Site Improvements by December 1, 2012. The Target Facility will be considered substantially complete upon issuance of a certificate of occupancy by the City; and will be considered “open” on the first date the entire Target Facility is open for business to the general public with business hours substantially consistent with other Target stores in the Minneapolis/St. Paul metropolitan area. The Additional Commercial Improvements will be considered substantially complete upon determination by the City Chief Building Official that the building shell for all the Additional Commercial Improvements is substantially complete. The Site Improvements will be will considered substantially complete upon determination by the City Representative.

(d) All work with respect to the Minimum Improvements to be constructed or provided by Developer shall be in substantial conformity with the Construction Plans as submitted by Developer and approved by the City. Developer agrees for itself, its successors and assigns, and every successor in interest to the Existing Improvements, or any part thereof, that Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Until construction of the Minimum Improvements has been completed, Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, setting forth the actual progress of Developer with respect to the construction of the Minimum Improvements.

Section 4.4. Certificate of Completion.

(a) Promptly after substantial completion of the Minimum Improvements (and opening of the Target Facility) in accordance with those provisions of the Agreement relating solely to the obligations of Developer to construct the Minimum Improvements and open the Target Facility (including the date for completion thereof), the City will furnish Developer with a Certificate of Completion in substantially the form attached as Schedule C. Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of Developer, and its successors and assigns, to timely construct the Minimum Improvements, open the Target Facility and meet the Job Covenant. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(b) The Certificate of Completion provided for in this Section 4.4 of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4 of this

Agreement, the City shall, within thirty (30) days after written request by Developer, provide Developer with a written statement, indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the reasonable opinion of the City, for Developer to take or perform in order to obtain such certification.

Section 4.5. Records. The City, the Legislative Auditor, and the State Auditor's office, through any authorized representatives, shall have the right after reasonable notice to inspect, examine and copy all books and records of the Developer relating to the construction of the Minimum Improvements. Developer shall maintain such records and provide such rights of inspection through the Termination Date.

(The remainder of this page is intentionally left blank.)

ARTICLE V

Insurance

Section 5.1. Insurance.

(a) Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence, and shall be endorsed to show the City as additional insured (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutory coverage.

(b) Upon completion of construction of the Minimum Improvements and prior to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance (or, the case of the Target Facility, confirmation of self-insurance by Target Corporation) against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Commercial general public liability insurance, including personal injury liability, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000 and shall be endorsed to show the City as additional insured.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, Developer will deposit annually with the City a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to Developer and the City at least 30 days before the cancellation or modification becomes effective. In lieu of separate policies, Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. If such an event occurs with respect to the Target Facility during the Compliance Period, Developer shall either (i) cause the owner of the Target Facility to repair, reconstruct, and restore the Target Facility to substantially the same or an improved condition as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, cause the application of net proceeds of any insurance relating to such damage to the payment or reimbursement of the costs thereof or (ii) repay a Pro Rata Portion of the TIF Loan as provided in Section 3.6(b).

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ARTICLE VI

Tax Increment; Taxes

Section 6.1. Right to Collect Delinquent Taxes. Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the development described in this Agreement. Developer understands that, while the Development Property itself is not located within a tax increment financing district, one purpose of the assistance under this Agreement is to increase the property tax base of the City. To that end, Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement to pay (or cause to be paid) before delinquency all real estate taxes assessed against the Developer-Owned Parcels. Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to declare an Event of Default or sue Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor if such amounts are not paid within 60 days of written notice from the City to Developer that any such amount has not been paid when due. If such 60 days' notice has been given, no additional notice shall be required pursuant to Section 9.1. In any such suit, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Review of Taxes. Developer agrees that prior to the Termination Date, it will not cause a reduction in the real property taxes paid in respect of the Developer-Owned Parcels through: (A) willful destruction of the such property or any part thereof; or (B) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1 of this Agreement. Developer also agrees that it will not, prior to the Termination Date, apply for a deferral of property tax on the Developer-Owned Parcels pursuant to any law, or transfer or permit transfer of the Developer-Owned Parcels to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law (other than any portion thereof dedicated or conveyed to the City in accordance with this Agreement or the Development Contract).

Section 6.3. Use of Tax Increment. The parties agree and understand that the City expects to finance the TIF Loan under Section 3.3 from Tax Increments generated from the TIF District. However, the City may use any funds available to the City to fund the TIF Loan, and may also, in its discretion, approve an interfund loan to apply Tax Increments toward repayment of other funds used for those purposes. The Developer has no right, title or interest in Tax Increments, except to the extent the City elects to use Tax Increment to fund the TIF Loan.

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ARTICLE VII

[Intentionally Omitted]

(The remainder of this page is intentionally left blank.)

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Redevelopment. Developer represents and agrees that its undertakings pursuant to this Agreement, are, and will be used, for the purpose of improvement of the Existing Improvements by the Developer and not for speculation in land holding.

Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees that until completion of the Minimum Improvements and opening of the Target Facility (as evidenced by the Certificate of Completion):

(a) Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Minimum Improvements or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a “Transfer”), without the prior written approval of the City Council, which approval will not be unreasonably withheld, conditioned or delayed. The term “Transfer” does not include (i) encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable Developer or any successor in interest to the Development Property or to construct the Minimum Improvements or component thereof; (ii) any lease, license, easement or similar arrangement entered into in the ordinary course of business related to operation of the Minimum Improvements).

(b) If Developer seeks to effect a Transfer, the City, acting reasonably, shall be entitled to require as conditions to such Transfer that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by Developer as to the portion of the Existing Improvements to be transferred; and

(2) Any proposed transferee, by instrument in writing reasonably satisfactory to the City and in form recordable in the public land records of Dakota County, Minnesota, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to

the Development Property, the Minimum Improvements or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally, or practically, to deprive or limit the City of or with respect to any rights or remedies on controls provided in or resulting from this Agreement with respect to the Development Property that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve Developer, or any other party bound in any way by this Agreement or otherwise with respect to the Development Property, from any of its obligations with respect thereto.

(3) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VIII, shall be in a form reasonably satisfactory to the City.

(c) If the conditions described in paragraph (b) are satisfied, then the Transfer will be approved and Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed, unless the parties mutually agree otherwise. Notwithstanding anything to the contrary herein, any Transfer that releases Developer from its obligations under this Agreement (or any portion thereof), shall be approved by the City Council, which approval will not be unreasonably withheld, conditioned or delayed. If Developer remains fully bound under this Agreement notwithstanding the Transfer, as documented in the transfer instrument, the Transfer may be approved by the City Representative. The provisions of this paragraph (c) apply to all subsequent transferors.

(d) Notwithstanding anything to the contrary herein, Developer may Transfer the Development Property and its rights and obligations under this Agreement to an Affiliate, without prior approval by the City, provided such Transfer must be effected by a written assignment and assumption between Developer and the assignee and delivered to the City.

Section 8.3. No Release of Target Facility Covenant. Notwithstanding anything to the contrary in this Article no Transfer of any rights or obligations to another entity prior to the Compliance Date (whether or not such Transfer is approved by the City), shall relieve the Developer's obligations under Section 3.6(a)(6) of this Agreement, including all repayment obligations with respect to such covenant under Section 3.6(b)(2) and 3.3(d)(iii) hereof, unless the City specifically approves such release by action of the City Council of the City.

Section 8.4. Release and Indemnification Covenants.

(a) Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees

to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for willful or negligent misrepresentation, misconduct or negligence of the Indemnified Parties (as hereafter defined), and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof (the “Indemnified Parties”), now or forever, and further agrees to hold the Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements.

(c) Except for any negligence of the Indemnified Parties (as defined in clause (b) above), and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

(The remainder of this page is intentionally left blank.)

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events, after the non-defaulting party provides 30 days written notice to the defaulting party of the event, but only if the event has not been cured within said 30 days or, if the event is by its nature incurable within 30 days, the defaulting party does not, within such 30-day period, provide assurances reasonably satisfactory to the party providing notice of default that the event will be cured and will be cured as soon as reasonably possible:

(a) Failure by Developer or the City to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;

(b) Developer:

(i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law;

(ii) makes an assignment for benefit of its creditors;

(iii) admits in writing its inability to pay its debts generally as they become due; or

(iv) is adjudicated as bankrupt or insolvent.

Section 9.2. Remedies on Default. (a) Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may exercise its rights under this Section 9.2 after providing the thirty (30) days’ written notice required by Section 9.1 to the defaulting party of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days or, if the Event of Default is by its nature incurable within thirty (30) days, the defaulting party does not provide assurances reasonably satisfactory to the non-defaulting party that the Event of Default will be cured and will be cured as soon as reasonably possible.

(b) Upon an Event of Default by Developer, the City may (i) demand repayment of the outstanding principal and accrued interest on the TIF Loan, and (ii) take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

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

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, 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.

Section 9.5. Attorney Fees. Whenever any Event of Default occurs (or any event occurs that results in Developer's obligation to repay the TIF Loan) and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer agrees that it shall, within 10 days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City. If, however, the Developer prevails by a final court order in any litigation related to enforcement of Developer's obligations under this Agreement, the Developer shall not be required to pay such fees, and any previously paid fees shall be reimbursed by the City to the Developer within 30 days after issuance of such final court order.

(The remainder of this page is intentionally left blank.)

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; City Representatives Not Individually Liable. The City and Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or County or for any amount which may become due to Developer or successor or on any obligations under the terms of the Agreement.

Section 10.2. Equal Employment Opportunity. Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, state and local equal employment and non-discrimination laws and regulations.

Section 10.3. Nondiscrimination. Developer agrees that until the Termination Date, Developer, and any authorized successors and assigns shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Minimum Improvements, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, overnight mail, or delivered personally; and

(a) in the case of Developer, is addressed to or delivered personally to Developer at IGH Investment, LLC, 2737 Fairview Avenue North, St. Paul, MN 55113.; a copy to any permitted assignee pursuant to an approved Transfer, at the address indicated in the Transfer approval; and

(b) in the case of the City, is addressed to or delivered personally at 8150 Barbra Ave., Inver Grove Heights, Minnesota, 55077 Attn: City Administrator;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The City may record this Agreement and any amendments thereto with the Dakota County recorder, provided that the Agreement shall be filed only against Lot 3, Block 1 and Lots 1 and 2, Block 2 of the Development Property. Developer shall pay all costs for recording.

Section 10.9. Amendment. This Agreement may be amended only by written agreement approved by the City and Developer.

Section 10.10. City Approvals. Unless otherwise specified, any approval required by the City under this Agreement may be given by the City Representative.

Section 10.11. Termination. This Agreement terminates on the Termination Date, except that termination of the Agreement does not terminate, limit or affect the rights of any party that arise before the Termination Date.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

**THE CITY OF INVER GROVE HEIGHTS,
MINNESOTA**

By _____
Its Mayor

By _____
Its Deputy City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of June, 2011, by George Tourville and Melissa Rheaume, the Mayor and Deputy City Clerk, respectively, of the City of Inver Grove Heights, Minnesota, a Minnesota municipal corporation, on behalf of the City.

Notary Public

IGH INVESTMENT, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of June, 2011 by _____, the _____ of IGH Investment, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

SCHEDULE A

DESCRIPTION OF DEVELOPMENT PROPERTY

Lots 1, 2, 3 and 4, Block 1, and Lots 1, 2 and 3, Block 2, and Outlots A, B, C and D, Argenta Hills, according to the recorded plat thereof, Dakota County, Minnesota

SCHEDULE B

CERTIFICATE OF COMMENCEMENT

[Form A for Section 4.3(a); Form B for Section 4.3(b)]

A. AS TO MINIMUM IMPROVEMENTS—SEPTEMBER 1, 2011 COVENANT

The undersigned hereby certifies that it is the Developer under the Contract for Private Development dated June ____, 2011 by and between the City of Inver Grove Heights and Developer (the “Contract”); and that as the general contractor it commenced construction of some portion of the Minimum Improvements (within the meaning of Section 4.3(a) of the Contract), on _____, 2011. The portion of the Minimum Improvements commenced consists of the following:

[Insert description of activity commenced]

B. AS TO TARGET FACILITY—FEBRUARY 15, 2012 COVENANT

The undersigned hereby certifies that it is the Developer under the Contract for Private Development dated June ____, 2011 by and between the City of Inver Grove Heights and Developer (the “Contract”); and that it caused the commencement of construction of the Target Facility (within the meaning of Section 4.3(b) of the Contract) on _____, 20____.

Dated: _____, 20_____.

IGH INVESTMENT, LLC

By _____
Its _____

The City has reviewed the work on the [Minimum Improvements] [Target Facility] and accepts the above certification of Developer.

Dated: _____, 2011

CITY REPRESENTATIVE

By _____

SCHEDULE C

CERTIFICATE OF COMPLETION

The undersigned hereby certifies that, as required under Article IV of that document titled Contract for Private Development dated June ____, 2011 (the "Contract") by and between the City of Inver Grove Heights and IGH Investment, LLC ("Developer"):

- 1. As of _____, 2012, Developer caused completion of construction of the Target Facility within the meaning of Section 4.3(c) of the Contract;
- 2. As of _____, 2012, the Target Facility was open as defined in Section 4.3(c) of the Contract;
- 3. As of _____, 2012, Developer caused completion of the Additional Commercial Improvements within the meaning of Section 4.3(c) of the Contract; and
- 4. As of _____, 2012, Developer caused the creation of at least 14 Qualified Construction Jobs in accordance with Section 3.5 of the Contract.
- 5. As of _____, 2012, Developer caused completion of the Site Improvements within the meaning of Section 4.3(c) of the Contract; and

Consequently, Developer is released and forever discharged from its obligations to cause construct of the Minimum Improvements and opening of the Target Facility under Article IV of the Contract, and to create construction jobs under Section 3.5 of the Contract, but all other covenants under the Contract remain in full force and effect until the Termination Date.

Dated: _____, 20_____.

CITY OF INVER GROVE HEIGHTS

By _____
Its Mayor

By _____
Its Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ___ day of _____, 2011, 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 (s)he is the Mayor of the City named in the foregoing instrument; that the seal affixed to said instrument is the seal of said City; that said instrument was signed and sealed in behalf of said City by authority of its governing body; and said _____ acknowledged said instrument to be the free act and deed of said City.

Notary Public

SCHEDULE D

PROMISSORY NOTE

\$1,250,000

_____, 2011

IGH Investment, LLC, a Minnesota limited liability company (the "Maker"), for value received, hereby promises to pay to the City of Inver Grove Heights (the "City ") or its assigns (the City and any assigns are hereinafter referred to as the "Holder"), at its designated principal office or such other place as the Holder may designate in writing, the principal sum of one million two hundred and fifty thousand (\$1,250,000) or so much thereof as may be advanced under this Note, together with interest as hereinafter provided, in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America.

The principal of and interest on this Note are due and payable as follows:

1. Interest at the simple rate of one and seven-tenths percent (1.7 %) per annum shall accrue on the amount of principal advanced, from the date of each advance until the Loan is repaid in full or forgiven in accordance with its terms.

2. The principal amount of, and accrued interest on, the Note are payable, subject to prepayment in whole or in part, and subject to forgiveness in whole or in part, all in accordance with Sections 3.3 and 3.6 of the Contract for Private Development between the Holder and the Maker dated as of June ____, 2011 (the "Contract"), the terms of which are incorporated herein by reference.

3. The Maker shall have the right to fully or partially prepay this Note at any time without penalty. Any partial prepayment shall be applied first to any unpaid, accrued interest with the balance, if any, applied to principal.

4. This Note is given pursuant to the Contract, as the same may be amended from time to time. All of the agreements, conditions, covenants, provisions, and stipulations contained in the Contract are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note.

5. The Holder of this Note shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Holder of this Note and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

6. If any event occurs that requires repayment of the principal and interest on this Note, or any portion thereof, and if Holder engages legal counsel or others in connection with advice to

Holder or Holder's rights and remedies under the Contract or this Note, Maker shall pay all reasonable expenses incurred by Holder for such persons, irrespective of whether any suit or other proceeding has been or is filed or commenced. Any such expenses, costs and charges shall constitute additional principal, payable upon demand, and subject to this Note and the Contract.

7. Except as otherwise provided in this Note or in the Contract, Maker hereby (a) waives demand, presentment for payment, notice of nonpayment, protest, notice of protest, and all other notice; (b) agrees to any substitution, exchange, addition, or release of any party or person primarily or secondarily liable hereon; (c) agrees that Holder shall not be required first to institute any suit or to exhaust its remedies against Maker or any other person or party in order to enforce payment of this Note; (d) consents to any extension, rearrangement, renewal, or postponement of time or payment of this Note and to any other indulgence with respect hereto without notice, consent, or consideration to any of them.

8. If any term of this Note, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

9. It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and governed by the laws thereof.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed as of the _____ day of _____, 20_____.

IGH INVESTMENT, LLC

By _____
Its Chief Manager

CITY OF INVER GROVE HEIGHTS

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND IGH INVESTMENT, LLC

BE IT RESOLVED by the City Council (the “Council”) of the City of Inver Grove Heights, Minnesota as follows:

Section 1. Background.

- 1.01. The City has previously established Tax Increment Financing District No. 4-1 (the “TIF District”) pursuant to Minnesota Statutes, Section 469.174 to 469.1799 (the “TIF Act”) and certain special legislation.
- 1.02. Section 469.176 Subd. 4m of the TIF Act (referred to as “Temporary Authority”) authorizes the City to spend available tax increment from any existing tax increment financing district, notwithstanding any other law to the contrary, to provide improvements, loans, interest rate subsidies, or assistance in any form to private development consisting of construction or substantial rehabilitation of buildings and ancillary facilities, if certain terms and conditions are met.
- 1.03. The City has on this date, after duly noticed public hearing, adopted a spending plan (the “Spending Plan”) that authorizes expenditure of Tax Increments from the TIF District for certain purposes in accordance with the Temporary Authority.
- 1.04. IGH Investment, LLC (the “Developer”) has proposed certain commercial improvements in an area of the City known as Argenta Hills, the construction of which would not commence before August 1, 2011 without assistance under the Spending Plan; and
- 1.05. The Council has reviewed a proposed Contract for Private Development between the City and Developer (the “Contract”) providing for certain assistance to Developer under the Spending Plan, and finds that the execution thereof by the City and performance of the City’s obligations thereunder are in the best interest of the City and its residents.
- 1.06. The Council has also on this date held a public hearing regarding the business subsidy provide in the Contract, pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidy Act”).

Section 2. Contract Approved.

- 2.01. The Contract, including the business subsidy agreement included therein, is approved in substantially the form on file in City Hall, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Administrator, provided that execution of the document by the Mayor and Deputy Clerk will be conclusive

evidence of approval.

- 2.02. The Mayor and Deputy City Clerk are authorized and directed to execute the Contract and any other documents or certificates necessary to carry out the transactions described in the Contract, including but not limited to other documents or agreements described in the Contract.

Adopted by the City Council of the City of Inver Grove Heights this 27th day of, June, 2011.

George Tourville, Mayor

ATTEST:

Deputy Clerk

IGH INVESTMENTS, LLC

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: June 27, 2011
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Final Plat and Final PUD Amendment and Development Contract with related documents for the plat of Argenta Hills 3rd Addition.

- Requires 3/5th's vote.
- 60-day deadline: July 29, 2011 (second 60-days)

SUMMARY

The applicant is requesting Final Plat and Final PUD plan approval for Argenta Hills 3rd Addition, a 10 lot single family subdivision. Project consists of final plating the remaining lots along Alpine Court and extending Autumn Way for four lots. Most of the grading and utility work for these lots was accomplished with the 2nd Addition.

ANALYSIS

The development contract for the 2nd Addition contained the requirement that the required right turn lane on Hwy 3 be constructed by July 1, 2011. The applicant has been working with MnDOT on the roadway design plans since last fall. This process has been taking longer than expected. The developer has indicated they are ready to begin construction once plans are approved by MnDOT. In order to keep the approval process moving along at the city level, staff would support approval of the project once MnDOT provides a comment letter approving the design concept of the turn lane. The applicant would still need to submit construction plans for MnDOT approval before any construction could take place.

All other conditions of the preliminary plat approval that would pertain to the 3rd Addition have been met.

RECOMMENDATION

Planning Staff: Recommends approval of the request as presented with the condition that the plat is not released and no building permits are issued for the 3rd Addition until the City receives an approval letter from MnDOT on the design of the turn lane for Hwy 3.

Planning Commission: Recommends approval of the request with the conditions listed. (4-1).

Attachments: Final Plat and Final PUD Resolution
 Development Contract and related agreements (5 total)
 Planning Commission Recommendation
 Planning Report

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 10 LOT
SINGLE FAMILY SUBDIVISION TO BE KNOWN AS ARGENTA HILLS 3rd ADDITION

CASE NO. 11-07PUD
(IGH Investments)

WHEREAS, a final plat and final PUD development plan application has been submitted to the City for property legally described as;

All that part of Outlot D, Outlot F and Outlot N, Argenta Hills 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota

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 10 lot plat with a development contract and related agreements to be known as Argenta Hills 3rd 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

Argenta Hills 3rd Addition Construction Plans (10 sheets) dated 3/16/11

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.
3. The plat shall not be released for recording and no building permits shall be issued for lots in the 3rd Addition until the City receives a Level 2 Concept Plan Approval letter from MnDOT for the turn lane on Hwy 3.

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 _____, 2011.

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: May 17, 2011

SUBJECT: **IGH INVESTMENTS LLC (ARGENTA HILLS 3RD) – CASE NO. 11-07PUD**

Reading of Notice

There was no public hearing notice.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant has submitted an application for Phase 3 of Argenta Hills consisting of a final plat and final PUD development approval for 10 single-family lots. He advised that he reviewed the plans against the preliminary plat conditions of approval for compliance. He pointed out that Condition 17 was omitted as it did not pertain to the residential portion. He also advised that the last sentence in Condition 34 should be omitted as there was no modification to right-of-way. He advised that the only outstanding issue is the timing of construction of the Highway 3 right turn lane. The applicant is working with the City and MNDOT and hopes to have the revised plans approved shortly. Staff recommends approval of the plans as presented with the understanding that the City Council cannot take action until all issues relating to the construction of the turn lane have been approved by both MNDOT and the City.

Commissioner Hark asked when MNDOT was expected to give its approval regarding the right turn lane on Highway 3, to which Mr. Hunting replied that the applicant could better answer that question.

Commissioner Simon asked who was responsible for finishing the grading and seeding of the open areas, to which Mr. Hunting replied the developer.

Commissioner Wippermann asked if the chart listed on the preliminary plat was still accurate, to which Mr. Hunting replied in the affirmative.

Commissioner Wippermann asked what the average lot width was, to which Mr. Hunting replied 60-66 feet.

Opening of Public Hearing

The applicant, Jacob Fick, IGH Investments, 16972 Brandtjen Farms Drive, Lakeville, MN, stated their builder, Capstone Homes, has been very successful in selling homes in the Argenta Hills 2nd Addition. Therefore they are requesting approval of the third phase, which consists of ten single-family lots. He advised they are hoping to receive comments and approval from MNDOT the week of May 23rd in regards to their revised plan for the right turn lane on Highway 3.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, to which Mr. Fick replied in the affirmative.

Recommendation to City Council

May 17, 2011

Page 2

Mr. Fick advised they have already begun the process of establishing grass in the open areas.

Commissioner Simon stated her concern was that washouts might occur due to rain.

Mr. Fick advised it was designed as such that any spring washouts would go to designed areas and could be easily transferred back to the proper location.

Commissioner Simon asked if all the soil corrections had been done, to which Mr. Fick replied in the affirmative.

Planning Commission Discussion

Commissioner Wippermann stated that although the homes being built were very attractive, he was disappointed that the applicants did not salvage some of the pine forests on the property. He stated he had continuing concerns regarding the five foot side yard setback and therefore would be voting no.

Commissioner Simon asked if the Commission should include anything in the motion regarding the right turn lane on Highway 3.

Mr. Hunting replied that staff would not send the application to City Council until the turn lane issue had been addressed.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Koch, to approve the request for Final Plat and Final PUD Plan approval for Argenta Hills 3rd Addition, consisting of 10 single-family lots and one outlot.

Motion carried (5/1 - Wippermann). This item goes to the City Council on June 13, 2011.

DEVELOPMENT CONTRACT
FOR PLAT OF
ARGENTA HILLS 3rd ADDITION

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DEVELOPMENT CONTRACT**

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EXHIBIT A Legal Description of Plat

EXHIBIT B List of Development Plans

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- EXHIBIT F** Escrow Calculation

CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF ARGENTA HILLS 3rd ADDITION**

THIS AGREEMENT, made and entered into on the 27th day of June, 2011, 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 3rd 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 delegates.

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

1.12 **OTHER REGULATORY AGENCIES.** "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department

- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.13 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

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

1.14 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests 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 curable 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 for Lot 1, Block 1, Argenta Hills 3rd Addition and the Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, Argenta Hills 3rd Addition. 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 or 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.

- A.** 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.

- B.** 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.

C. In lieu of providing the letter of credit and maintenance bond under Section 15.1 (B), DEVELOPER may provide to the CITY the letter of credit and maintenance bond required under the Development Contract for the Final Plat of Argenta Hills 2nd Addition amended to cover both Argenta Hills 2nd Addition and Argenta Hills 3rd Addition in amounts required by the Development Contract for Argenta Hills 2nd Addition. The CITY acknowledges that the letter of credit and maintenance bond for Argenta Hills 2nd Addition is adequate to cover both Argenta Hills 2nd Addition and Argenta Hills 3rd Addition if the letter of credit and maintenance bond are amended to reference Argenta Hills 3rd Addition as well as Argenta Hills 2nd Addition.

D. 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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**OWNER AND DEVELOPER
IGH INVESTMENT, LLC**

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this ____ day of June, 2011, before me a Notary Public within and for said County, personally appeared Thomas J. McGough, Jr., 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

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF ARGENTA HILLS 3rd ADDITION

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

Outlot D, Outlot F and Outlot N, Argenta Hills 2nd Addition, according to the recorded plat thereof, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Final Plat of Argenta Hills 3 rd Addition		Pioneer Engineering
Storm Sewer Plans		Pioneer Engineering
Street Construction Plan		Pioneer Engineering
Grading Plans		Pioneer Engineering
Landscape Plan		Pioneer Engineering
Temporary Erosion Control Plan		Pioneer Engineering
Turn Lane Plan		Pioneer Engineering

EXHIBIT C

DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS. The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	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 building permit, whichever occurs first	retaining wall on Lot 1, Block 2 Argenta Hills 3 rd Addition shall be installed
X PUBLIC	10-15-11, or prior to issuance of building permit, whichever occurs first	removal of existing Temporary Cul-de-Sac and sediment basin on Autumn Way and construction of a new Temporary Cul-de-Sac and sediment basin on Autumn Way
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

EXHIBIT D

CITY IMPROVEMENTS

The City is not required to make any CITY IMPROVEMENTS.

EXHIBIT E

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION BEGINS OR BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before DEVELOPER begins construction or before the CITY releases the PLAT for recording with Dakota County, whichever occurs first, all of the following conditions must be satisfied:

- a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.
- b.) DEVELOPER must provide the irrevocable letter of credit, cash deposit or other security 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 provide to the CITY the sealcoating payment of \$9,000 as required under paragraph 13 of Exhibit E.
- e.) DEVELOPER shall reimburse the CITY \$3,000 for appraisal fees and \$5,000 for the right-of-way easements to be granted to Mn/DOT by the CITY pursuant to paragraph 10 of this Exhibit E.
- f.) 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.
- g.) DEVELOPER and OWNER must execute a Release of Outlots D, F and N of the Plat of Argenta Hills 2nd Addition from a Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Plat of Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761217. The form of the Agreement shall be subject to the approval of the City Attorney.
- h.) DEVELOPER AND OWNER must execute a Release of Temporary Cul-de-Sac Easement Agreement for the Plat of Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761220. The form of the Agreement shall be subject to the approval of the City Attorney.
- i.) DEVELOPER AND OWNER must execute a Temporary Cul-De-Sac Easement Agreement for the Plat of Argenta Hills 3rd Addition. The form of the Agreement shall be subject to the approval of the City Attorney.
- j.) DEVELOPER AND OWNER must execute a Release of Permanent Utility, Drainage and Storm Water Ponding Easement for a Portion of Outlot F, Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761222. The form

of the Agreement shall be subject to the approval of the City Attorney.

- k.) DEVELOPER AND OWNER must execute a Release of Permanent Utility, Drainage and Storm Water Ponding Easement for a Portion of Outlot D, Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761221. The form of the Agreement shall be subject to the approval of the City Attorney.
- l.) DEVELOPER AND OWNER must execute a Release of Agreement Relating to Development of Outlot N, Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761225. The form of the Agreement shall be subject to the approval of the City Attorney.
- m.) DEVELOPER and OWNER must execute an Agreement Relating to Development of Outlot A, Argenta Hills 3rd Addition. The form of the Agreement shall be subject to the approval of the City Attorney.
- n.) DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for Lot 1, Block 1, Argenta Hills 2nd Addition. The form of the Agreements shall be subject to the approval of the City Attorney.
- o.) DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for Lot 2, Block 1, Argenta Hills 2nd Addition. The form of the Agreements shall be subject to the approval of the City Attorney.
- p.) 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.
- q.) OWNER must execute a Warranty Deed conveying Outlots A, B, C, E, G and H, Argenta Hills 2nd Addition to the CITY. The form of the Warranty Deed shall be subject to the approval of the City Attorney. DEVELOPER must pay all real estate taxes payable in the year 2011 for Outlots A, B, C, E, G and H, Argenta Hills 2nd Addition and such properties must be free and clear of all liens and mortgages.

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:
 - Warranty Deed conveying Outlots A, B, C, E, G and H, Argenta Hills 2nd Addition to the CITY
 - Plat of Argenta Hills 3rd Addition
 - Development Contract for Plat of Argenta Hills 3rd Addition
 - Release of Outlots D, F and N of the Plat of Argenta Hills 2nd Addition

from a Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for Plat of Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761217

- Release of Temporary Cul-de-Sac Easement Agreement for the Plat of Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761220
- Temporary Cul-De-Sac Easement Agreement for the Plat of Argenta Hills 3rd Addition
- Release of Permanent Utility, Drainage and Storm Water Ponding Easement for a Portion of Outlot D, Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761221
- Release of Permanent Utility, Drainage and Storm Water Ponding Easement for a Portion of Outlot F, Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761222
- Release of Agreement Relating to Development of Outlot N, Argenta Hills 2nd Addition recorded as Dakota County Document No. 2761225
- Agreement Relating to Development of Outlot A, Argenta Hills 3rd Addition
- Stormwater Facilities Maintenance Agreement for Lot 1, Block 1, Argenta Hills 3rd Addition
- Stormwater Facilities Maintenance Agreement for Lot 2, Block 1, Argenta Hills 3rd 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.
- g.) Mn/DOT has given Level 2 Concept Plan Approval for the turn lane on Highway 3.
- h.) The retaining wall on Lot 1, Block 2, Argenta Hills 3rd Addition shall be constructed per the DEVELOPMENT PLANS.
- i.) Remove existing temporary cul-de-sac and sediment basin on Autumn Way and replace it with a new temporary cul-de-sac and sediment basin on Autumn Way.

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.
- f.) The DEVELOPER has installed and constructed the turn lane on Highway 3.

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.) Plat landscaping must be installed.
- d.) The base course of bituminous for the streets and the wear 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.
- e.) The street lights must be installed along the streets within the PLAT.
- f.) Pedestrian trail identified in the plans for the plat of Argenta Hills 2nd Addition and in the plans for the plat of Argenta Hills 3rd Addition must be completed.
- g.) The DEVELOPER has installed and constructed the turn lane on Highway 3 per the requirement in paragraph 10 of this Exhibit E.
- h.) The retaining wall on Lot 1, Block 2, Argenta Hills 3rd Addition shall be constructed per the DEVELOPMENT PLANS.

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 10 new lots and as a result, the park contribution is \$40,110 (10 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 3rd 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 \$3,885.00
 - b.) The PLAT connection fee for sanitary sewer is \$6,193.80.
 - c.) The PLAT connection fee for storm water sewer is \$20,845.80.

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.) **TURN LANES ON HIGHWAY 3.** Mn/DOT has required the installation of turn lanes on the west side of Highway 3 to accommodate southbound traffic on Highway 3 into and out of the plats of Argenta Hills 2nd Addition and Argenta Hills 3rd Addition. The DEVELOPER shall construct and install the turn lanes prior to any temporary or permanent certificates of occupancy being issued for the lots within the plat of Argenta Hills 3rd Addition and prior to October 15, 2011, whichever occurs first. No building permits shall be issued for any lots within the plat of Argenta Hills 3rd Addition until Mn/DOT has given Level 2 Concept Approval for the turn lanes. The turn lanes shall be constructed in accord with the Mn/DOT approved plan.

With respect to the installation of the turn lanes, and without limiting the foregoing general obligation of DEVELOPER to construct the turn lanes, the DEVELOPER is specifically responsible for the following:

- DEVELOPER is responsible for all costs associated with the turn lanes including any Mn/DOT requirements.

- DEVELOPER is responsible for all costs associated with lowering the large water main along Highway 3 to accommodate the turn lanes.
- DEVELOPER is responsible for all costs associated with moving the power poles located along Highway 3 to accommodate installation of the turn lanes.
- The excavation relating to the turn lanes will result in excess soil material. Prior to beginning any construction of the turn lanes, DEVELOPER shall identify the soil disposal site and quantity of soil material being disposed of in connection with the installation of the turn lanes. The soil disposal site is subject to the approval of the CITY Director of PWD.
- DEVELOPER shall be responsible for preserving the design storage capacity in the CITY regional ponds SP-8, SP-9 and SP-27 in the event that the final Mn/DOT approved construction plans for the turn lanes affect the regional ponds.

The plans for the turn lanes on the west side of Highway 3 at the intersection of Autumn Way call for expansion of the Highway 3 right-of-way on the west side of Highway 3 opposite Autumn Way. The expanded right-of-way on the east side of Highway 3 requires that the CITY grant right-of-way easements to Mn/DOT on land owned by the CITY. The CITY agrees to grant the required right-of-way easements to Mn/DOT subject to the following conditions:

- Upon execution of this DEVELOPMENT CONTRACT, DEVELOPER shall reimburse the CITY in the amount of \$3,000 for the CITY's cost to appraise the right-of-way and easements needed for the expansion.
- Upon execution of this DEVELOPMENT CONTRACT, DEVELOPER agrees to provide the CITY with the legal descriptions for the right-of-way easements and right-of-way that Mn/DOT is requiring for the expansion.
- Per CITY requirements DEVELOPER shall restore any CITY owned property adjacent to Highway 3 that is disturbed during the installation of the turn lanes and the expansion of the right-of-way.
- Upon execution of this DEVELOPMENT CONTRACT, DEVELOPER shall pay the CITY \$5,000 to compensate the CITY for the easements that the CITY will be granting to Mn/DOT related to the expansion of Highway 3.

11.) **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 |

12.) **PEDESTRIAN TRAIL.** The pedestrian trail contained with the DEVELOPMENT PLANS for Argenta Hills 2nd Addition and Argenta Hills 3rd Addition 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.

13.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement on Autumn Way and Alpine Court within the plat of Argenta Hills 2nd Addition and the plat of Argenta Hills 3rd Addition to protect and enhance the lifespan of the streets. The sealcoating will be completed by the CITY approximately three (3) years after the installation of the final wear course of bituminous pavement on Autumn Way and Alpine Court. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of \$9,000 for the work. The amount is calculated as follows:

- Sealcoat of 60,000 square feet at \$0.15/square foot = \$9,000

The amount of \$9,000 is due and payable by the DEVELOPER to the CITY at the time the PLAT is executed by the CITY under paragraph number one of this Exhibit E. The CITY will complete the work associated with the sealcoating approximately three (3) years after the installation of the final wear course of bituminous pavement. The DEVELOPER and OWNER agree that the sealcoating benefits the plat of Argenta Hills 2nd Addition and the plat of Argenta Hills 3rd Addition.

14.) **HOMEOWNERS ASSOCIATION.** A condition of approval of the PLAT is that the DEVELOPER and OWNER add the lots in the plat of Argenta Hills 3rd Addition to the same Homeowners Association that was created for the plat of Argenta Hills 2nd Addition. The Documents prepared by the DEVELOPER and OWNER in connection with the formation of the Homeowners Association must be approved by the CITY.

15.) **TREE PRESERVATION.** The DEVELOPER must comply with conditions of approval of the plat of Argenta Hills 2nd Addition and for the plat of Argenta Hills 3rd Addition relating to tree preservation.

16.) **CONVEYANCE OF CERTAIN OUTLOTS:** Before the PLAT is recorded, the DEVELOPER shall convey to the CITY the following Outlots:

Outlots A, B, C, E, G and H, 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.

17.) **REVISED LIFT STATION ACCESS PATH.** On Outlot G, Argenta Hills there is a CITY owned lift station that has access to Alpine Court by way of Outlot E, Argenta Hills 2nd Addition. There has been prepared and the CITY has approved a revised Lift Station Access Path to be constructed at the lift station site. The DEVELOPER shall construct the revised Lift Station Access Path pursuant to the CITY approved plan at the time the street work is for Argenta Hills 3rd Addition is being done. For the work performed by the DEVELOPER for the revised Lift Station Access Path, the CITY will pay the DEVELOPER \$ _____ within 30 days after completion of the work.

EXHIBIT F
ESCROW CALCULATION

<u>DEVELOPER</u> <u>IMPROVEMENTS</u>	<u>ESTIMATED</u> <u>COSTS</u>
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.) Pedestrian Trail	\$
8.) Turn Lanes on Highway 3	\$
9.) Retaining wall on Lot 1, Block 2	\$
10.) Removal and replacement of temporary cul-de-sac together with sediment basin	\$
11.) Construction debris clean up	\$6,000
12.) Certified As-Builts	\$3,000
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.

**TEMPORARY CUL-DE-SAC
EASEMENT AGREEMENT**

THIS TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT (Agreement), made this 27th day of June, 2011, 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, depicted on the attached Exhibit A and legally described as follows:

A temporary easement for turn around purposes lying over, under and across all that part of Outlot A, ARGENTA HILLS 3RD ADDITION, according to the recorded plat thereof, 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 Autumn Way and opens Autumn Way for public vehicular traffic to the west into Outlot A, Argenta Hills 3rd 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 27th day of June, 2011, 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

EXHIBIT A
DEPICTION OF EASEMENT AREA

**AGREEMENT RELATING TO DEVELOPMENT OF
OUTLOT A, ARGENTA HILLS 3RD ADDITION,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement) is made, entered into, and effective this 27th day of June, 2011, 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 3rd 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 3rd Addition also contains developable lots. The developable lots are Lots 1 through 3, Block 1, Lot 1, Block 2, Lots 1 and 2, Block 3, and Lots 1 through 4, Block 4, Argenta Hills 3rd Addition.

Recital No. 5. The City has approved development plans for the plat of Argenta Hills 3rd Addition. The development plans are identified on the attached Exhibit B.

Recital No. 6. In considering whether the developable lots within Argenta Hills 3rd Addition met the requirements of the City ordinances, the City considered the future development that will occur on Outlot A of Argenta Hills 3rd Addition after re-platting. The development plans address the future development on Outlot A, Argenta Hills 3rd 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 A and the developable lots. If and when Outlot A is developed, then in order for the development to meet the ordinance requirements, Outlot A 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 27th day of June, 2011, 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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Outlot A, Argenta Hills 3rd 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
Preliminary Plat	6-30-10	Pioneer Engineering
Final Plat of Argenta Hills 2 nd Addition	10-1-10	Pioneer Engineering
Site Plan	7-19-10	Pioneer Engineering
Tree Preservation Plan Sheets T-1 through T-8	8-11-10	Pioneer Engineering
Sanitary Sewer & Watermain Plans	7-19-10	Pioneer Engineering
Storm Sewer Plans	7-19-10	Pioneer Engineering
Street Construction Plan	7-19-10	Pioneer Engineering
Preliminary Grading Plan	7-19-10	Pioneer Engineering
Grading Plans Sheets G1-G6	10-1-10	Pioneer Engineering
Phasing Plan	7-19-10	Pioneer Engineering
Preliminary Landscape Plan Sheets L1-L3	7-19-10	Pioneer Engineering
Landscape Plan Sheets L1-L3	10-1-10	Pioneer Engineering
Temporary Erosion Control Plan	10-1-10	Pioneer Engineering
Open Space and Trail Plan	7-19-10	Pioneer Engineering

**STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR
LOT 1, BLOCK 1, ARGENTA HILLS 3RD ADDITION
INVER GROVE HEIGHTS, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 1, BLOCK 1, ARGENTA HILLS 3RD ADDITION (Agreement) is made, entered into and effective this 27th day of June, 2011, 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 those certain plans prepared by Pioneer Engineering dated _____, as revised _____, and approved by the City Engineer on _____, which include the Argenta Hills 3rd Addition Construction Plans in Inver Grove Heights, Minnesota and the Storm Water Management Plan prepared by Pioneer Engineering. 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 mean notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

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

If to 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 remainder of this page has been intentionally left blank]

LOT OWNER

By: _____

Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of June, 2011, 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 3rd Addition\Stormwater Facilities Maintenance Agreement (Lot 1, Block 1, Argenta 3rd).doc

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 1, Argenta Hills 3rd 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
LOT 2, BLOCK 1, ARGENTA HILLS 3RD ADDITION
INVER GROVE HEIGHTS, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 2, BLOCK 1, ARGENTA HILLS 3RD ADDITION (Agreement) is made, entered into and effective this 27th day of June, 2011, 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 those certain plans prepared by Pioneer Engineering dated _____, as revised _____, and approved by the City Engineer on _____, which include the Argenta Hills 3rd Addition Construction Plans in Inver Grove Heights, Minnesota and the Storm Water Management Plan prepared by Pioneer Engineering. 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.

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

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

If to 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 remainder 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 Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of June, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume 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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Lot 2, Block 1, Argenta Hills 3rd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: May 10, 2011

CASE NO: 11-07PUD

APPLICANT: IGH INVESTMENTS LLC (ARGENTA HILLS)

REQUEST: Final Plat and Final PUD Development Approval for Argenta Hills 3rd Addition

HEARING DATE: May 17, 2011

LOCATION: West side of Hwy 3, north of Amana Trail

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1/PUD

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application for Phase 3 of Argenta Hills consisting of a Final Plat and Final PUD Development approval for 10 single family lots. The Argenta Hills 3rd Addition plat consists of platting the remaining six lots at the end of Alpine Court and extending Autumn Way to accommodate an additional 4 lots. Autumn Way would be extended and a new temporary cul-de-sac would be put in. All of Alpine Court is already in place. No other improvements within the plat are proposed with this third phase request.

EVALUATION OF THE REQUEST

FINAL PLAT AND PUD DEVELOPMENT PLAN FOR THIRD PHASE

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 37 conditions.

Condition #1 relating to consistency with preliminary plans. The submitted preliminary and final plans are consistent with the preliminary plans approved by Council in September, 2010. The final plat is consistent with the approved preliminary plat.

Final Plat. The final plat consists of 10 new buildable lots and one outlot that comprises the balance of the preliminary plat. All of the right-of-way for Alpine Court was platted with the 2nd addition. No additional right-of-way is required for this cul-de-sac. Autumn Way is being extended approximately 140 feet to the west to accommodate the four new lots. The temporary

cul-de-sac will be extended. No other street or storm water improvements are being proposed or required with the third phase.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The submitted plans are consistent with the preliminary plans and consistent with what was already approved with Argenta Hills 2nd Addition.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easement areas already established in the 2nd phase. The 3rd Addition shows continuation of these easements, consistent with the preliminary plans.

Condition #4 relating to ownership of natural area/open space. The ownership of the open areas in the plat was established with the 2nd phase. All open spaces areas not part of storm water systems are privately owned and maintained by the association.

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 10 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. MnDOT and the County have responded with their comments with the second phase. The only the design and construction time frame for the right turn lane on Hwy. 3 is still being worked out (see condition #16).

Condition #10 relating to storm water facilities maintenance agreement and responsibilities. The additional lots will be added to all the previously approved storm water facilities maintenance agreements.

Condition #11 relating to entering into a boulevard maintenance agreement. The additional lots will be added to the previously approved boulevard maintenance agreement.

Condition #12 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 #13 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 #14 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 # 15 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 #16 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.

One of the conditions listed in the development contract regarding construction timing is that the required turn lane on Hwy 3 is to be installed by July 1, 2011. The development contract also states that no further subdivision shall occur until the turn lane is constructed. The applicant has been working with both the City and MnDOT on an acceptable roadway design. The process has been taking longer than expected. A revised plan has been submitted to MnDOT for their review. The developer has indicated that if they get approval soon from MnDOT, they would be able to meet the July 1 deadline. Since a resolution to the project design is almost complete, Staff is continuing to move the application to the Planning Commission for their recommendation. The application would not be brought to the City Council until all plans have been approved by MnDOT and the City and an actual construction schedule has been approved.

Condition #17 relating to paving parking lots being completed before CO. This condition is not applicable to this phase.

Condition #18 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 #19 relating to private street maintenance. This condition is not applicable to this phase.

Condition #20 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 #21 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 #22 and #23 relating to landscape and reforestation plans. Landscaping and reforestation plans have been approved with the preliminary plans. No changes are being proposed. Plantings will occur as lots are completed and final graded.

Condition #24 relating to providing wetland buffers. There are no wetland impacts with the work being done for the 3rd addition.

Condition #25 relating to signage for the first phase. Condition not applicable to this phase of the development.

Condition #26 and #27 relating to a noise assessment along the major roadways and noise mitigation. Landscaping along Hwy 3 was approved with the preliminary plans. Plantings should begin this summer with final grading of the lots.

Condition #28 relating to grading of the custom lots. Not applicable to this phase. This will be addressed with future development of Outlot F.

Condition #29 relating to grading of trail system. Trail system was approved with the preliminary plans. Additional sidewalk will be constructed along the extension of Autumn Way.

Condition #30 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 #31 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 #32 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 #33 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 and the City.

Condition #34 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.

Condition #35 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 #36 relating to current governing PUD Resolution. All final phases are reviewed against the preliminary conditions of approval.

Condition #37 relating to reforestation. The City Council approved reforestation to consist of 45 trees plus 2,219 caliper inches. No changes are proposed in the third addition.

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 Final Plat and Final PUD Development Plan for Argenta Hills 3rd Addition subject to the following conditions:
 1. The project shall be developed in substantial conformance with the approved preliminary and final plans for the plat of Argenta Hills 2nd Addition as indentified in the Argenta Hills 2nd Addition development contract along with the following:

Final Plat

Final Grading and Drainage Plans (2 sheets)

dated 3/16/11

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.

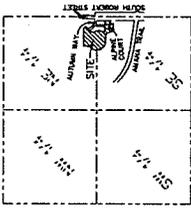
RECOMMENDATION

The proposed Third addition is consistent with the preliminary plat and plans. The only outstanding issue is the timing of construction of the Hwy 3 turn lane. Staff recommends approval of the plans as presented with the understanding that the City Council cannot take action until all of the issues relating to the construction of the turn lane have been approved by both MnDOT and the City.

ATTACHMENTS:

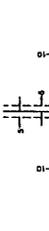
Location Map
Final Plat of Argenta Hills 3rd Addition
Final Plat of Argenta Hills 2nd Addition
Preliminary Plat of Argenta Hills 2nd Addition
Final Grading and Drainage Plans (2 sheets)

ARGENTA HILLS 3RD ADDITION



SECTION 7, TWP. 27, RGE. 22
LOCATION MAP
IN SCALE

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



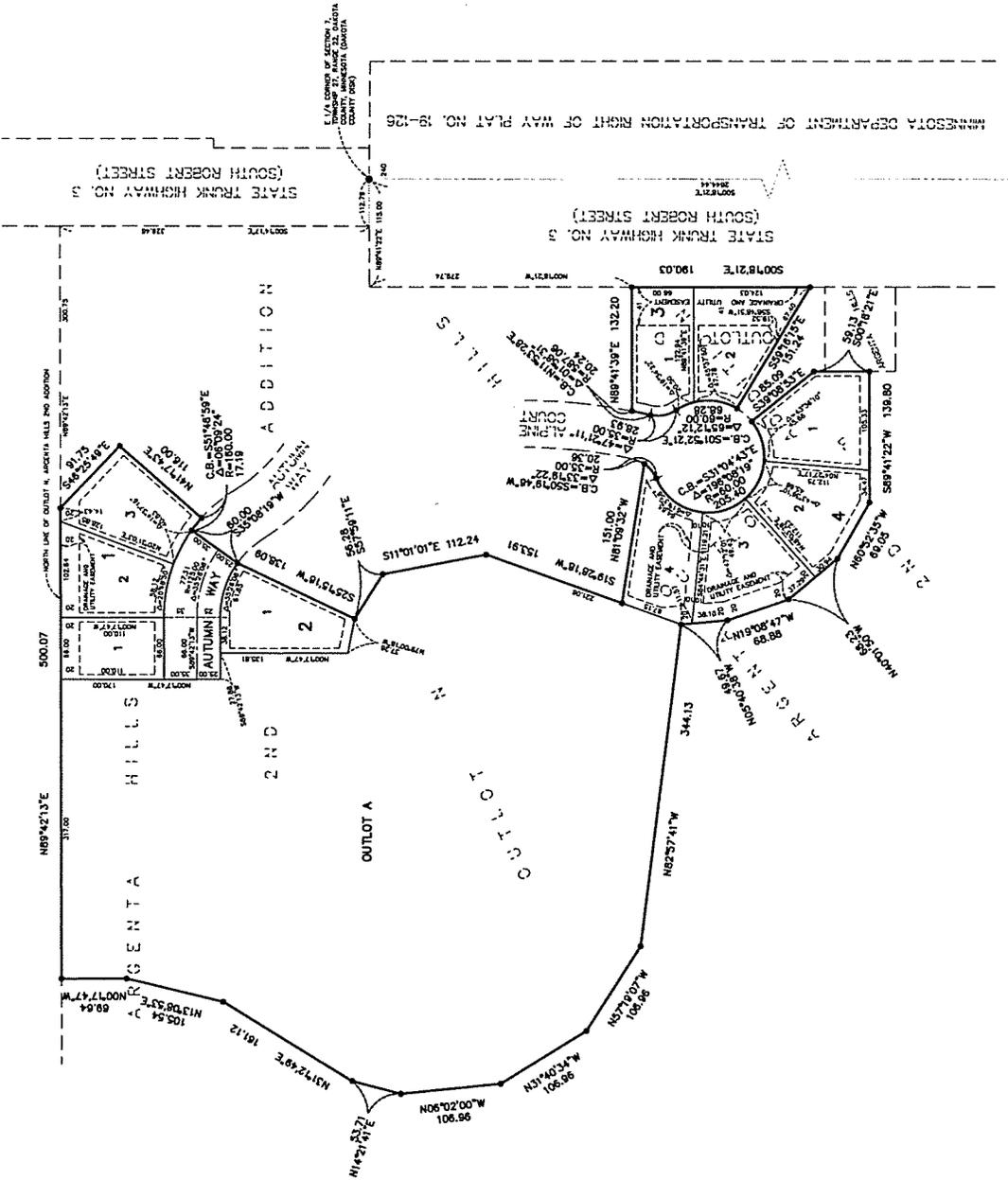
BOWS & FEET IN WHEEL AND ARROWS INDICATE
LOT LINES UNLESS OTHERWISE INDICATED, AND
10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY
LINES UNLESS OTHERWISE
SHOWN ON THIS PLAN.

• DENOTES FOUND IRON MONUMENT.

• DENOTES DAKOTA COUNTY MONUMENT.

NO MONUMENT SYMBOL SHOWN AT ANY
STATION UNLESS OTHERWISE INDICATED
WHICH SHALL BE IN PLACE WITHIN ONE YEAR
OF THE DATE OF THIS PLAN. MONUMENTS
SHALL BE 1/2 INCH TO 1 INCH IRON MONUMENTS
MARKED BY LICENSE NUMBER 18828.

BEARINGS ARE BASED ON THE NORTH LINE OF
COUTLOT N, ARGENTA HILLS 2ND ADDITION, WHICH IS
ASSUMED TO HAVE A BEARING OF N89°42'13"E.

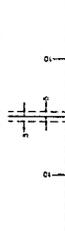


SE CORNER OF SECTION 7, DAKOTA
TOWNSHIP 27, RANGE 22, COUNTY
DAKOTA COUNTY EAST IRON MONUMENT

E/W CORNER OF SECTION 7, DAKOTA
TOWNSHIP 27, RANGE 22, COUNTY
DAKOTA COUNTY (SEE)

MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 18-128

PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



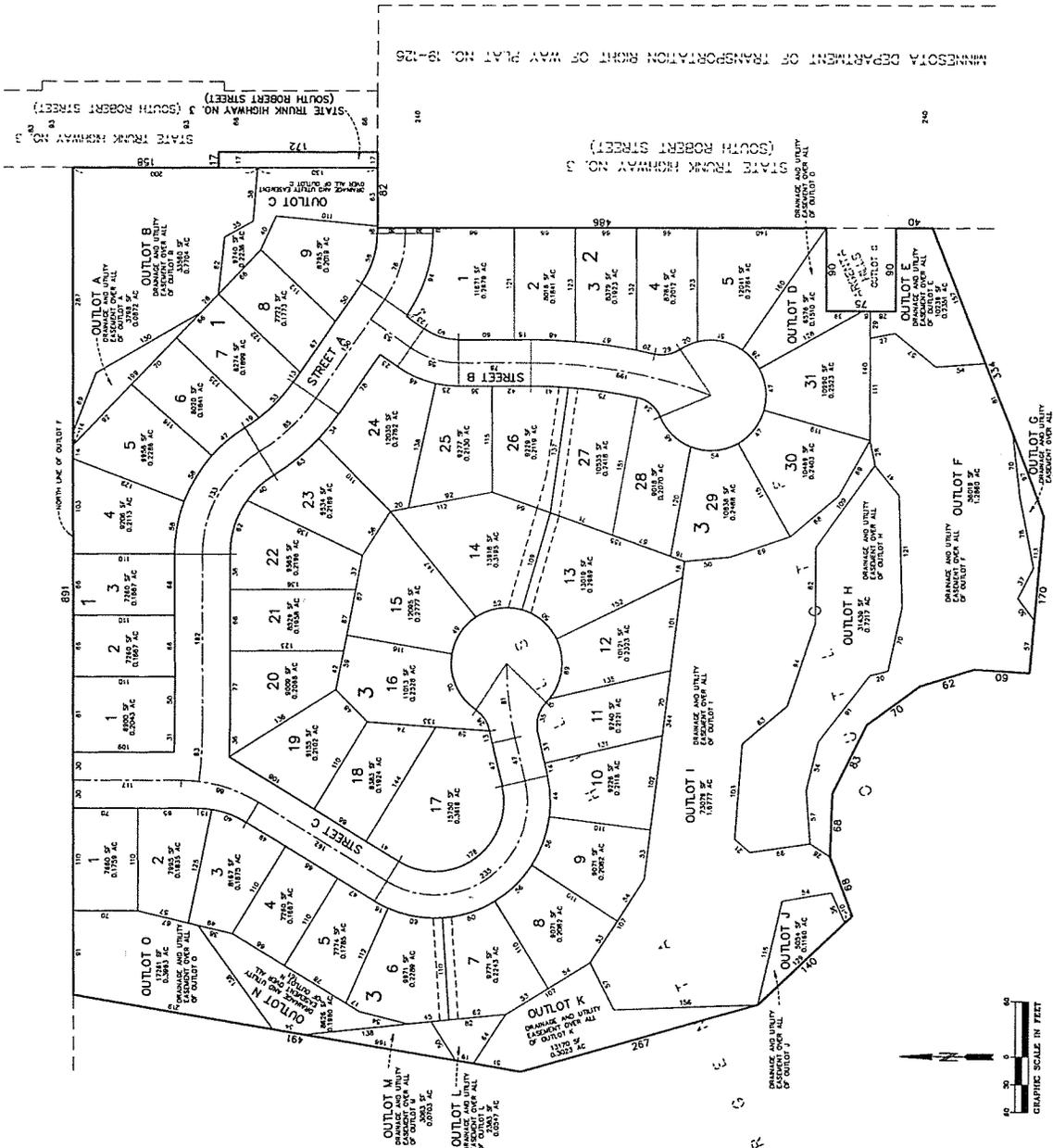
beings & feet to width and adjacent lot lines unless otherwise indicated, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on the plat.

TOTAL AREA	18.8983 ACRES
TOTAL S.O.W. AREA	2.6299 ACRES
TOTAL LOT AREA	9.8182 ACRES
TOTAL OUTLOT AREA	6.3002 ACRES
TOTAL OUTLOTS	3
NUMBER OF LOTS	43
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	PIUD
UTILITIES	AVAILABLE

LEGAL DESCRIPTION FOR PRELIMINARY PLAT PURPOSES ONLY

All that part of Outlet F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Beginning at the southwest corner of Outlet G, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota, and extending to the west line of said Outlet G, a distance of 75.00 feet to the southeast corner of said Outlet G, thence North 89 degrees 41 minutes 39 seconds East, along the line of said Outlet G, a distance of 90.00 feet to the southeast corner of said Outlet G, thence South 00 degrees 18 minutes 21 seconds East, along the easterly line of said Outlet G, a distance of 33.30 feet; thence North 84 degrees 49 seconds West, a distance of 169.60 feet; thence North 45 minutes 16 seconds West, a distance of 60.35 feet; thence North 03 degrees 10 minutes 23 seconds East, a distance of 60.35 feet; thence North 61 degrees 17 seconds West, a distance of 70.15 feet; thence North 36 degrees 24 minutes 13 seconds West, a distance of 82.94 feet; thence North 88 degrees 20 minutes 30 seconds West, a distance of 122.00 feet; thence North 12 degrees 22 minutes 22 seconds West, a distance of 139.86 feet; thence North 15 degrees 55 minutes 17 seconds West, a distance of 287.34 feet; thence North 22 minutes 45 seconds West, a distance of 680.03 feet; thence North 43 degrees 42 minutes 13 seconds East, along said north line, a distance of 490.67 feet to the north line of said Outlet F, thence North 89 degrees 42 minutes 13 seconds East, along said north line, a distance of 89.41 feet to the northeast corner of said Outlet F, thence South 00 degrees 18 minutes 21 seconds East, along said north line, a distance of 157.87 feet to an angle point in said easterly line, thence North 89 degrees 45 minutes 43 seconds East along said easterly line, a distance of 177.00 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 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 82.10 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 Outlet G; thence South 89 degrees 41 minutes 39 seconds West along the north line of said Outlet G, a distance of 300.00 feet to the point of beginning.



PIONEER engineering
 CIVIL ENGINEERS
 1000 W. WISCONSIN STREET
 MINNEAPOLIS, MN 55408
 TEL: 612-339-1000
 WWW.PIONEERENG.COM

DESIGNED BY: JENNIFER K. HANSEN, P.E.
 DRAWN BY: JENNIFER K. HANSEN, P.E.
 CHECKED BY: JENNIFER K. HANSEN, P.E.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF MINNESOTA
 LICENSE NO. 11818

PRELIMINARY PLAT

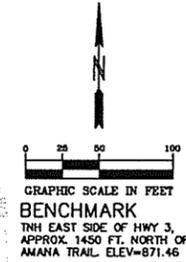
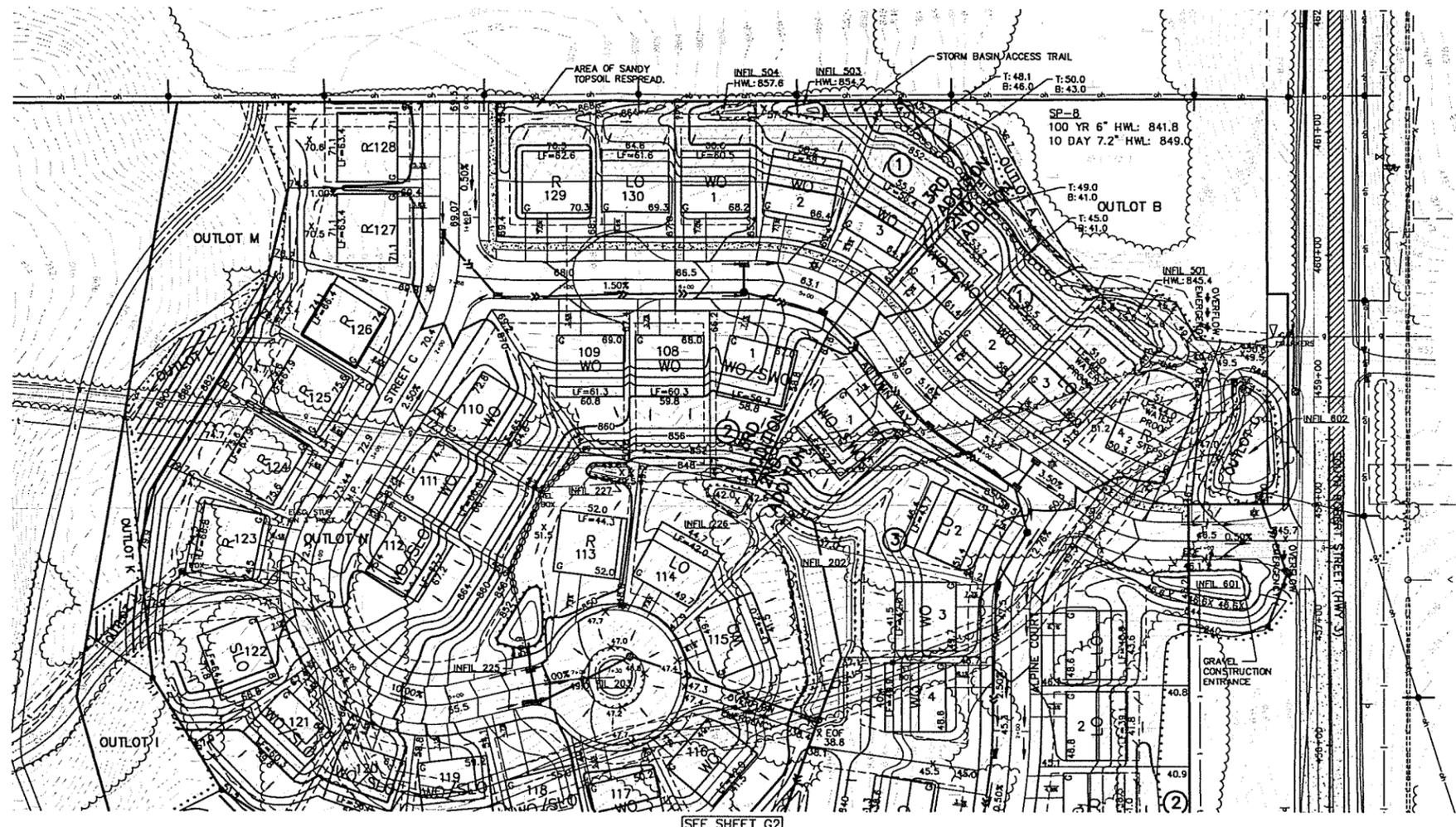
IGH INVESTMENTS, LLC
 1000 W. WISCONSIN STREET
 MINNEAPOLIS, MINNESOTA 55408

ARGENTA HILLS 2ND ADDITION
 INDCR (AROUND) DISTRICT, MINNESOTA

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		CATCH BASIN
		MANHOLE
		FLARED END
		BEEHIVE
		EXISTING STORM SEWER PROPOSED STORM SEWER
		PHASE LINE
		EASEMENT LINE
		EXISTING 2' CONTOUR LINE EXISTING 10' CONTOUR LINE
		PROPOSED 2' CONTOUR LINE PROPOSED 10' CONTOUR LINE
		POND OUTLET LINE POND HIGH WATER LINE
		PROPOSED SPOT ELEVATION
		EMERGENCY OVERFLOW
		STANDARD EROSION CONTROL
		HEAVY-DUTY EROSION CONTROL
		PROPOSED/EX. RET WALLS
		EX. OVERHEAD UTILITY LINES
		EX. UNDERGROUND TELEVISION
		EX. UNDERGROUND TELEPHONE
		EX. FIBER OPTIC LINE
		EX. ELECTRIC LINE
		EX. UNDERGROUND GAS
		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 WALK
		RIBBON CURB
		EX. GRAVEL SURFACE
		EX. BITUMINOUS SURFACE
		CONCRETE SURFACE
		SELECT BACKFILL MATERIAL
		GRAVEL CONST. ENTRANCE
		FIBER BLANKET
		OPEN SPACE SIGN

BASIN NUMBER	NWL	HWL	WET VOL. ACFT	STOR. VOL. ACFT	BOTTOM ELEV.
BASIN-1	-	825.5	NA	2.594	820.0
BASIN-2	826.5	830.8	3.158	3.551	816.5
BASIN-3	835.0	837.3	0.495	0.501	825.0
FIL-103	NA	842.9	-	0.020	842.0
INFIL-202	NA	838.7	-	0.198	837.0
FIL-203	NA	846.9	-	0.015	846.0
INFIL-225	NA	850.0	-	0.020	849.0
INFIL-226	NA	842.6	-	0.006	842.0
INFIL-227	NA	849.6	-	0.004	849.0
INFIL-401	NA	837.1	-	0.242	833.0
INFIL-501	NA	845.4	-	0.027	843.0
INFIL-503	NA	854.2	-	0.004	853.0
INFIL-504	NA	857.6	-	0.009	856.5
INFIL-600	NA	825.5	-	0.107	823.0
INFIL-601	NA	845.8	-	0.021	845.0
INFIL-602	NA	844.6	-	0.097	843.0



NOTE:
LOTS 3&4 BLK 1 MUST BE
WATERPROOFED BELOW
ELEV. 851.0

GRADING AREA EARTHWORK
CUT: 46,000 CU.YD.
FILL: 133,000 CU.YD.

PIONEER engineering
1912 DISTRICT ROAD, INVER GROVE HEIGHTS, MINNESOTA 55001
651.681.1914
5422 Enterprise Drive
Mendota Heights, MN 55120
Fax: 651.948.8888
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: *P. J. O'Neil*
Title: *Project Engineer*
Reg. No.: 19640
Exp. Date: 7-1-10

Revised:
1. 4-25-10 CIVIL COMMENTS
2. 4-28-10 CIVIL COMMENTS
3. 10-1-10 CIVIL COMMENTS
4. 10-1-10 REVISED CUL-DE-SAC

CLIENT COMMENTS:
5. 10-20-10
6. 1-16-11 ADD 3RD ADDITION

Date: 7-1-10
Designed: PJC
Drawn: BSM/DMH

GRADING PLAN

IGH INVESTMENTS, LLC
16972 BRANDTHERN FARM DR
LAKEVILLE, MINNESOTA 55044

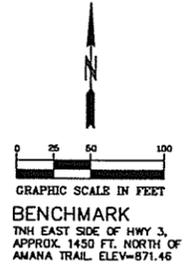
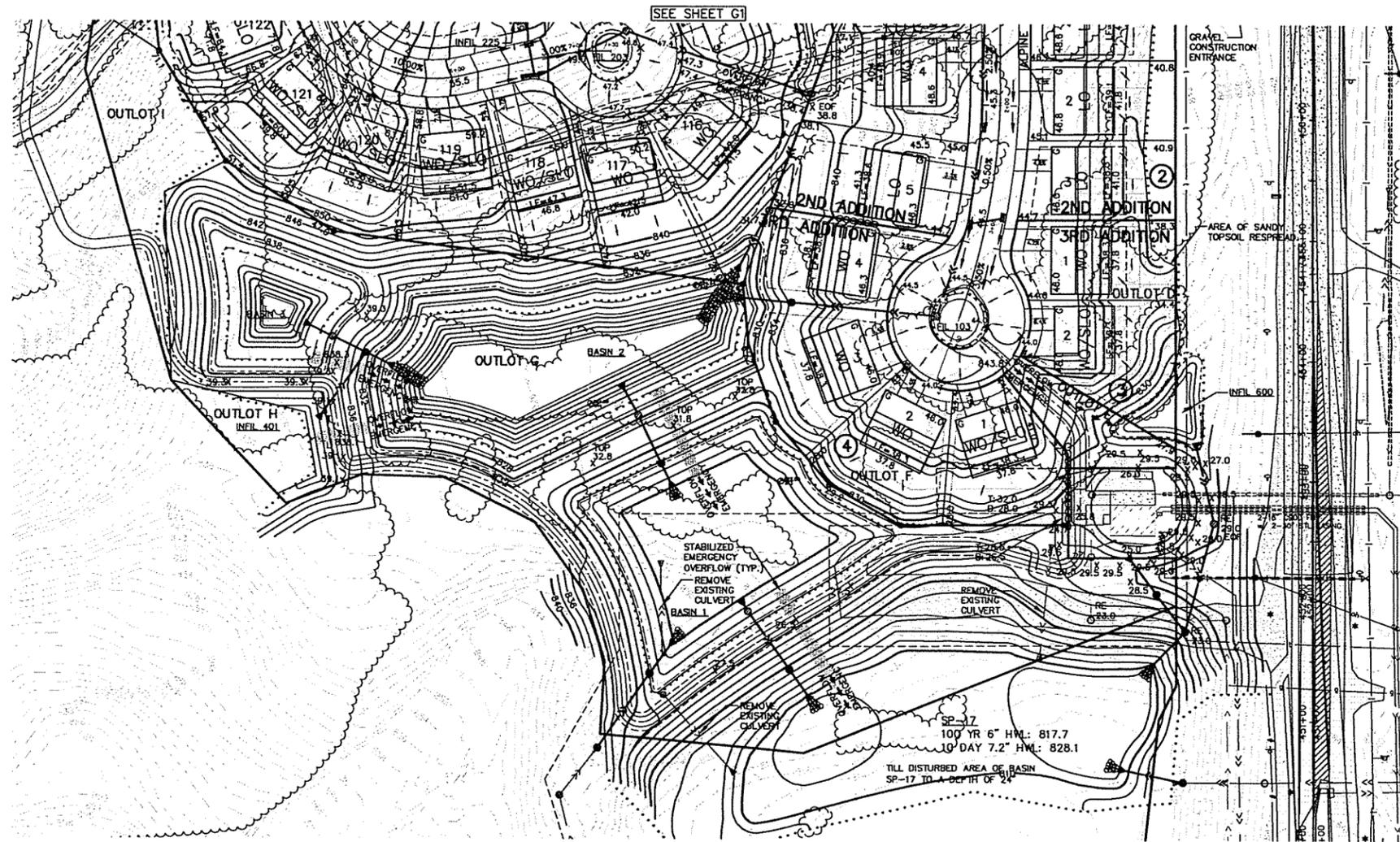
ARGENTA HILLS 2ND & 3RD ADDITION
INVER GROVE HEIGHTS, MINNESOTA

G1 OF 6

LEGEND

EXISTING	PROPOSED	DESCRIPTION
○	●	CATCH BASIN
○	○	MANHOLE
○	○	FLARED END
○	○	BEEHIVE
—	—	EXISTING STORM SEWER
—	—	PROPOSED STORM SEWER
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—	—	EX. HYDRANT
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ROADWAY IMPROVEMENTS		
—	—	RIGHT-OF-WAY LINE
—	—	BITUMINOUS PATH
—	—	CENTERLINE
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—	—	CONCRETE WALK
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—	—	RIBBON CURB
—	—	EX. GRAVEL SURFACE
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—	—	SELECT BACKFILL MATERIAL
—	—	GRAVEL CONST. ENTRANCE
—	—	FIBER BLANKET
○	○	OPEN SPACE SIGN

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FIL-103	NA	842.9	—	0.020	842.0
INFIL-202	NA	838.7	—	0.198	837.0
FIL-203	NA	846.9	—	0.015	846.0
INFIL-225	NA	850.0	—	0.020	849.0
INFIL-226	NA	842.6	—	0.006	842.0
INFIL-227	NA	849.6	—	0.004	849.0
INFIL-401	NA	837.1	—	0.242	833.0
INFIL-501	NA	845.4	—	0.027	843.0
INFIL-503	NA	854.2	—	0.004	853.0
INFIL-504	NA	857.6	—	0.009	856.5
INFIL-600	NA	825.5	—	0.107	823.0
INFIL-601	NA	845.8	—	0.021	845.0
INFIL-602	NA	844.6	—	0.097	843.0



GRADING AREA EARTHWORK
 CUT: 46,000 CU.YD.
 FILL: 133,000 CU.YD.



3422 Enterprise Drive
 Mendota Heights, MN 55120
 (651) 681-1914
 Fax: 651-9488
 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.
 Reg No. 19860 Exp. 3/31/10

Reviewed by: [Signature]
 1. 4-20-10 G11 COMMENTS
 2. 2-20-10 CITY COMMENTS
 3. 10-1-10 CITY COMMENTS
 4. 10-1-10 REVISED CL L-20-SAC
 Date: 7/26/10
 Designed: PJC
 Drawn: BNA/DMM

STEPHEN WEBB

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: June 27, 2011
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following actions for property located at 10115 Cloman Path:

- a) a Resolution relating to a **Conditional Use Permit** to allow an amateur radio tower in excess of height allowed in a residential zoning district.
 - Requires 4/5th's vote.
- b) a Resolution relating to a **Variance** to exceed structure height in the Critical Area Overlay District.
 - Requires 3/5th's vote.
 - 60-day deadline: July 5, 2011 (first 60-days)

SUMMARY

The applicant is proposing to construct an amateur radio tower with a maximum height of 65 feet. A conditional use permit is required for any structure over 35 feet high in a residential district and a variance is required to exceed the maximum building height of 35 feet in the Critical Area Overlay District. The applicant has stated that he will be initially constructing a 50 foot tall tower and if that provides satisfactory transmission and reception, then the additional 10 feet of height would not be used.

ANALYSIS

The tower is a self supporting 3 sided lattice type tower with no guy wires. The tower is for personal use and is not a commercial tower. It would be located at least 70 feet from all property lines so the entire fall zone would be on the applicant's property.

Based on the information provided by the applicant, the height of the tower seems reasonable given the lot and surrounding area is heavily wooded and the rolling terrain in the area. The tower would not be visible from the river. The application has been reviewed against the new variance criteria and staff believes the variance criteria have been met.

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 some amended language to condition #1 which allows some flexibility to actual location of the tower to move it away from the property to the south. (8-0).

Attachments: Conditional Use Permit Resolution Planning Commission Recommendation
 Variance Resolution Planning Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW AN AMATEUR
RADIO TOWER OVER 35 FEET IN HEIGHT**

(Stephen Webb)
Case No. 11-11C

WHEREAS, an application for a Conditional Use Permit has been submitted for the property legally described as:

**Lot 3, Block 1, Leitch Estates, according to the recorded plat thereof, Dakota County,
Minnesota**

WHEREAS, an application for a conditional use permit has been submitted to allow a radio tower 65 feet in height whereas 35 feet is the maximum structure height;

WHEREAS, the aforescribed property is zoned E-1, Estate Residential;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 7, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow an amateur radio tower 65 feet in height is hereby approved with the following conditions:

1. The radio tower shall be constructed on the property at least 70 feet from all property lines. Any alteration from the location shown on the site plan dated 5/6/11 shall require City approval prior to issuance of any building permits.
2. A building permit is required for the construction of the tower and shall be subject to the review and approval of the Chief Building Official.
3. The Conditional Use Permit shall expire if not used within two (2) years from the City Council approval date.

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 _____ day of _____, 2011.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VARIANCE TO EXCEED STRUCTURE HEIGHT IN
THE CRITICAL AREA OVERLAY DISTRICT TO ALLOW AN AMATEUR RADIO
TOWER OF MAXIMUM 65 FEET

CASE NO. 11-11C
(Stephen Webb)

Property located at 10115 Cloman Path and legally described as follows:

Lot 3, Block 1, Leitch Estates, according to the recorded plat thereof, Dakota County,
Minnesota

WHEREAS, an application has been received for a variance to allow an amateur radio tower a maximum of 65 feet tall whereas 35 feet is the maximum structure height in the Critical Area Overlay District;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on June 7, 2011 in accordance with City Code 10-3-3: C.;

WHEREAS, the requested variance is in harmony with the general purposes and intent of the city ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. The proposed tower height would not have a negative impact on the surrounding properties. The

request the additional height appears to be reasonable given the heavy tree canopy and rolling terrain of the location. This request is not due to economic circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct a maximum 65 foot tall amateur radio tower is hereby approved with the following conditions:

1. The radio tower shall be constructed on the property at least 70 feet from all property lines. Any alteration from the location shown on the site plan dated 5/6/11 shall require City approval prior to issuance of any building permits.
2. A building permit is required for the construction of the tower and shall be subject to the review and approval of the Chief Building Official.

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 27th day of June, 2011.

George Tourville, Mayor

Ayes:

Nays:

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: June 7, 2011
SUBJECT: STEPHEN WEBB – CASE NO. 11-11C

Reading of Notice

Commissioner Simon read the public hearing notice to consider a request for a conditional use permit to allow an amateur radio tower in excess of height allowed in a residential district, and a variance to exceed structure height in the Critical Area Overlay District, for the property located at 10115 Cloman Path. 12 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant has requested a CUP for a 65 foot tall amateur radio tower to be erected in the southwest corner of the 2.5 acre property. He advised that a variance is also being requested to exceed the 35 foot maximum structure height in the Critical Area Overlay District whereas 65 feet is being proposed. The applicant is proposing the tower to be setback 70 feet from west and south property lines. This would put the fall zone of the tower entirely on the subject property. Staff submitted an application to the DNR as a courtesy; their comment is not required. He advised that there is a high tree canopy in the area and the tower would not be visible from the river. In staff's opinion the request satisfies the variance criteria and they recommend approval of the request with the conditions listed in the report.

Chair Bartholomew referred to a previous request on Upper 55th Street where height was an issue and asked if the subject site was too far away from the airport for height to be a concern.

Mr. Hunting replied that the tower would have to be 200 feet above the airport elevation for it to become an issue.

Commissioner Simon asked if staff received any comments from the DNR, to which Mr. Hunting replied they had not.

Commissioner Simon asked if staff received any comments from the neighbors.

Mr. Hunting replied that he received one phone call with a general inquiry and another from the property owner just south of the subject property who raised some concerns about the height of the proposed tower.

Commissioner Wippermann referred to mention in the report of the potential for television interference and questioned why the tower was not moved further away from the house to the south.

Mr. Hunting recommended that the applicant answer the question about tower location. He noted that most people use cable so the impact on television reception was likely minimal and he added that the taller antennae would help minimize any television interference as well.

Opening of Public Hearing

The applicant, Stephen Webb, 10115 Cloman Avenue, advised he was available to answer any questions.

Chair Bartholomew asked if the applicant agreed with the three conditions listed in the report, to which Mr. Webb replied in the affirmative.

In response to Commissioner Wippermann's question regarding the location of the tower, Mr. Webb agreed that a better location might be further north while remaining 70 feet from the property lines. He stated his main concern was minimizing the antennae visibility from the property owner to the south, and he would like the flexibility to move the tower from the location shown on the site plan.

Commissioner Wippermann asked if the entire back of the lot was wooded, to which Mr. Webb replied in the affirmative.

Commissioner Elsmore asked if the applicant had ever installed a 35 foot or shorter tower on the property.

Mr. Webb stated he currently had a shorter temporary antennae set up for doing antennae tests, and distant stations were unable to hear him which is a result of antennae height. He advised that if 55 feet is adequate he will not add the extra ten feet. He advised that all receivers must be FCC compliant and with the improvements in receiver circuitry and with cable being the primary source of television and radio, there is virtually no problem with interference. He advised that raising the antennae height reduces any RF radiation as well.

Commissioner Schaeffer asked if the neighbors would potentially see any effects on their cell phone strength, to which Mr. Webb replied there would be no interference with phone service.

Commissioner Simon asked if Condition 1 could be reworded to allow the applicant the flexibility to move the tower a little further north while still maintaining a 70 foot setback, to which Mr. Hunting replied in the affirmative.

Planning Commission Discussion

Chair Bartholomew stated the language could be modified to read that 'prior to a building permit, the applicant has the option of moving the location of the tower providing it remains 70 feet from the property line'.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Elsmore, to approve the request for a conditional use permit to allow an amateur radio tower in excess of height allowed in a residential district, and a variance to exceed structure height in the Critical Area Overlay District, for the property located at 10115 Cloman Path, with the three conditions listed with the report with an amendment to Condition 1 to read **"The radio tower shall be constructed on the property at least 70 feet from all property lines. Any alteration from the location shown on the site plan dated 5/6/2011 shall require City approval prior to issuance of building permits."**

Motion carried (8/0). This item goes to the City Council on June 27, 2011.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: June 2, 2011 **CASE NO:** 11-11C

HEARING DATE: June 7, 2011

APPLICANT/PROPERTY OWNER: Stephen Webb

REQUEST: Conditional Use Permit to exceed 35 foot maximum height and Variance to exceed 35 foot maximum height in Critical Area Overlay District.

LOCATION: 10115 Cloman Path

COMPREHENSIVE PLAN: Rural Density Residential

ZONING: E-1, Estate Residential
Critical Area Overlay District

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
City Planner

BACKGROUND

The applicant has requested a CUP for a 65 foot tall amateur radio tower to be erected in the southwest corner of the property. The requested height includes the antenna. The property is 2.5 acres in size. The maximum height for structures in the ordinance is 35 feet. There is however, a clause in the ordinance that allows towers and antenna to exceed 35 feet with an approved conditional use permit (Title 10-5-8.B). The property also lies within the Critical Area Overlay District. All structures in this overlay are limited to a 35 foot height limit. Anything above 35 feet would require a variance. The applicant is requesting a variance to exceed 35 feet in the overlay district. The applicant is requesting additional height for reasonable radio reception and transmission of amateur radio signals due to the significant amount of mature trees in the area and the rolling topography.

In 2010, the Minnesota Supreme Court ruled that the criteria historically used by cities to determine hardships in variance requests were not consistent with the existing language in state statute. After this determination, cities were then obligated to follow the language of statute which essentially said that variances can only be granted when the property in question cannot be put to a reasonable use without varying from official controls. Since the Supreme Court Decision in early 2010, the legislature had been working on redrafting the variance statute language to give some reasonable flexibility back in the hands of cities. In May, 2011, the Governor signed in to law new variance language which now addresses practical difficulties when reviewing variances. A copy of the new state language is attached.

Planning Staff is in the process of preparing an ordinance amendment to address this new language to put into our city code. In the mean time, since variance language is governed by state statute, the new state language supersedes any local control language and thus the city may utilize this new language to review variances.

EVALUATION OF REQUEST:

Surrounding Uses: The subject site is located in rural section of the City and is surrounded large lot residential uses.

CONDITIONAL USE PERMIT REVIEW

The City Code does not provide specific criteria for tower or antenna height CUP's. The request is therefore reviewed against the general CUP criteria listed below.

The proposed radio tower would be a self supporting three sided lattice style tower for the personal use of the land owner. No guy wires are needed for stability. The maximum height of this tower design is 60 feet. The applicant is anticipating constructing a shorter tower at first, but is requesting the maximum height in case additional height is needed at a later date. The antenna array would be an additional five feet in height.

The applicant is proposing the tower to be setback 70 feet from west and south property lines. This would put the fall zone of the tower entirely on the subject property. Staff finds the location of the tower acceptable.

Staff has asked the applicant to provide some information on rationale for the requested height. The applicant has provided some information prepared by The American Radio Relay League (ARRL) on height. The ARRL has prepared a document entitled Antenna Height and Communications Effectiveness, a Guide for City Planners and Amateur Radio Operators. Based on physics of the earth's atmosphere and radio waves in the frequencies used for amateur radio, the taller the antenna, the better the performance. For example, an antenna at a height of 70 feet will provide greatly superior performance over the same antenna at 35 feet. The applicant's property is heavily wooded with mature trees that are probably 30-50+ feet tall. It would appear that to achieve a reasonable transmitting and receiving signal, a taller antenna is needed.

The report goes on to say that if the antenna height is restricted, in many cases, the operator must boost their transmitting power to compensate for the lower height. This increases the potential for interference to telephones, televisions, radios and other electronic equipment. The report also indicates that the higher the antenna, the less the possibility for significant RF exposure. Based on the information contained in the ARRL report, it would seem to be appropriate to allow for the proposed tower and antenna height.

There are federal regulations that prohibit state and local regulations from precluding amateur radio service communications. This comes from an opinion issued by the Federal

Communications Commission, known as PRB-1, which states that there may be local control over certain elements of amateur radio towers for public health and safety reasons, such as screening, placement and height restrictions. However, the regulations cannot prohibit amateur radio communications. Based on this ruling, our city code had been updated a number of years ago to allow additional height by CUP.

The topography of the area is rolling terrain. The ground elevation of the proposed tower appears to be at about 875 feet above sea level. The high point in the neighborhood is an elevation of 900 feet located south of this property. Elevations range from around 830 to 900 feet in the surrounding area.

General CUP Criteria

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The property is guided and zoned for residential use. An antenna or radio tower would be an accessory use to a residential use. There would be no impact to future land uses, utilities, streets or parks.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The zoning ordinance allows for additional height in all districts by a conditional use permit. A tower and antenna would be a typical accessory use to the principal use of the property for residential purposes.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The setbacks for the tower are great enough such that if the tower were to fail at the ground, the full length of the tower and antenna would fall on the applicant's property. The closest home would be over 150 feet from the base of the proposed tower. The majority of the tower would be screened from view from abutting properties at least during leaf-on conditions. The request does not appear to be materially injurious to the surrounding properties.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The additional height would not have any impact on city facilities and services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*
 - i. *Aesthetics/exterior appearance*

The majority of the tower would be screened from view from abutting properties at least during leaf-on conditions.
 - ii. *Noise*

There would be no impact to noise.
 - iii. *Fencing, landscaping and buffering*

No fencing or landscaping is required.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

The property is large enough to provide adequate setbacks for the tower and the significant tree mass would be adequate screening.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

The additional tower height would not appear to have an undue adverse impact on the environment.

Variance

As indicated earlier, the applicant is requesting a variance to the maximum height requirement in the Critical Area Overlay District to exceed 35 feet in height. The application has been sent to the DNR for their records. The DNR may or may not have comment on the request.

The subject property is located approximately 2,500 feet from the Mississippi River. The water level at the river is approximately 690 feet. Due to the rolling terrain, distance from the river, and tree canopy, the tower would not be visible from the river

Mn Statutes Section 462.357, subdivision 6. **Variations**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the official control (city ordinance) and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested

variances, State Statute identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

One of the primary purposes of height restrictions is to limit the visual impact of structures from the river. In this case, the tower would not be visible from the river. The ordinance allows for additional height for towers and antennas. The request appears to be in harmony with the code and would be consistent with the comprehensive plan.

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

Additional height for towers and antenna are provided for in the ordinance. The request for the additional height appears to be reasonable given the heavy tree canopy and rolling terrain of the location which would dictate the need for a taller tower and antenna.

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

The characteristics of the lay of the land are not created by the landowner and while the physical characteristic of the property may not be unique, the City must provide for a reasonable tower and antenna height.

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

The tower height does not appear to have an impact on the character of the locality. The majority of the tower will be screened from view and the large lots provide ample separation from adjacent houses.

5. *Economic considerations alone do not constitute an undue hardship.*

This request is not due to economic circumstances.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. **Approval.** If the Planning Commission favors the request, the Commission should recommend approval of the following requests:

- Approval of the Conditional Use Permit to allow a radio tower and antenna to a maximum height of 65 feet subject to the following conditions:

1. The radio tower shall be constructed on the property in substantial conformance to the site plan submitted May 6, 2011 and on file with the Planning Department.
 2. A building permit is required for the construction of the tower and shall be subject to the review and approval of the Chief Building Official.
 3. The Conditional Use Permit shall expire if not used within two (2) years from the City Council approval date.
- Approval of the Variance to allow a radio tower and antenna taller than 35 feet in the Critical Area Overlay District subject to the following condition:
 1. The Variance shall expire if not used within two (2) years from the City Council approval date.
- B. Denial** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

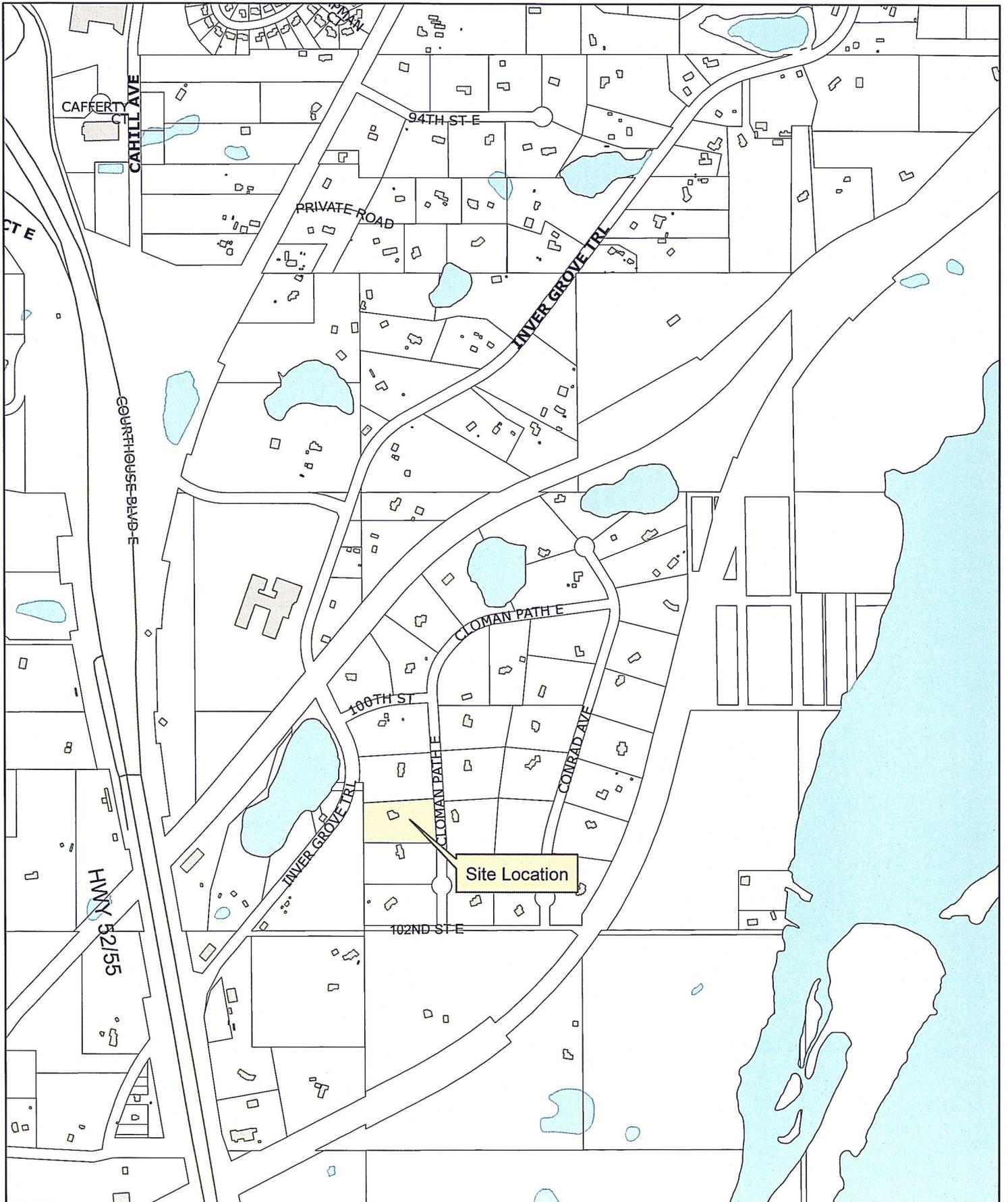
Staff recommends approval of the two requests as presented with the conditions listed in the report.

Attachments: Exhibit A - Location Map
Exhibit B - Applicant narrative
Exhibit C - Site Plan
Exhibit D - Drawing of Tower
Exhibit E - ARRL Antenna Height and Community Effectiveness Article executive summary



Location Map

Case No. 11-11C



CAFFERTY

CAHILL AVE

94TH ST E

PRIVATE ROAD

INVER GROVE TRL

COURTHOUSE BLVD E

CLOMAN PATH E

100TH ST

INVER GROVE TRL

CLOMAN PATH E

CONRAD AVE

Site Location

102ND ST E

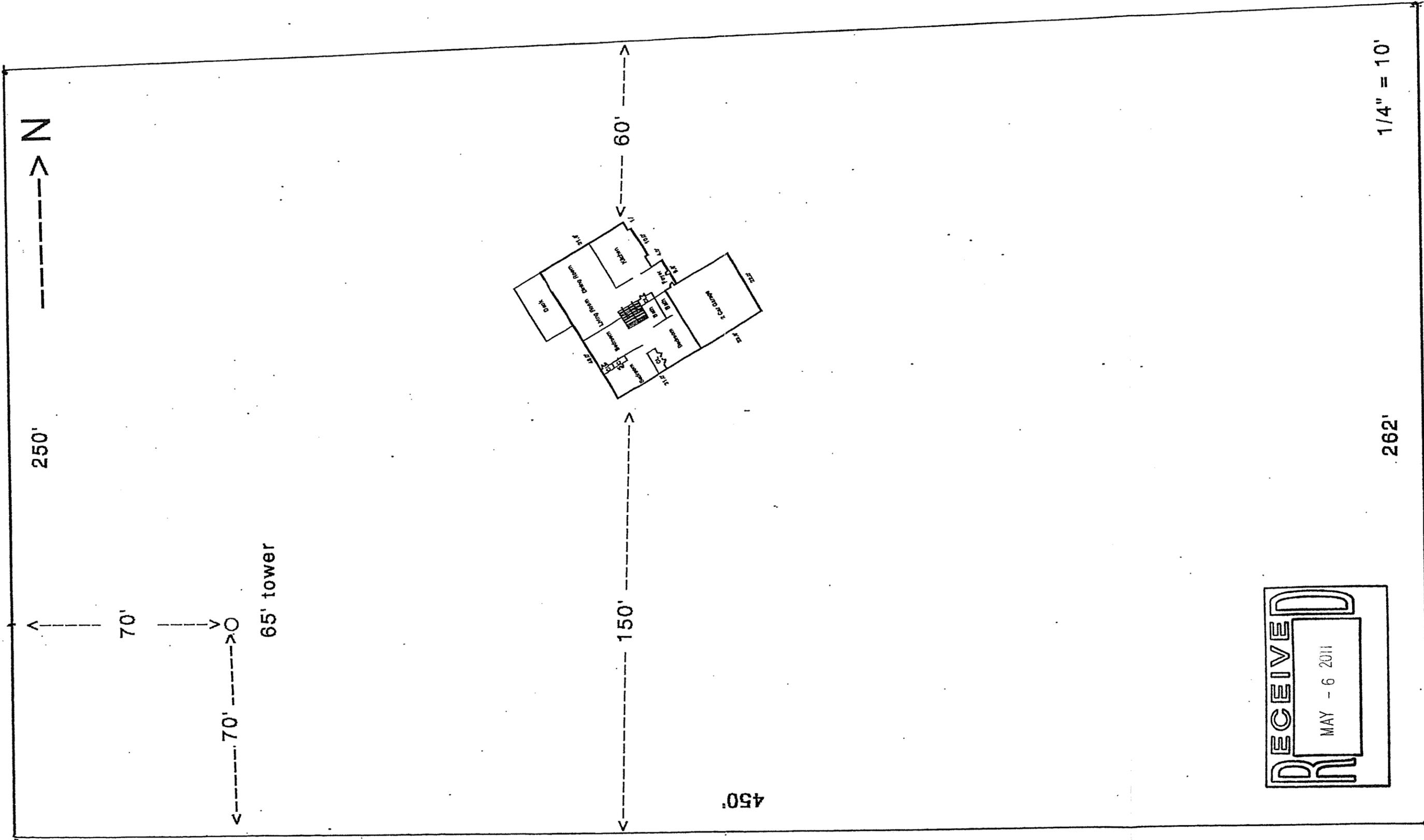
HVN 52155

Request for Conditional Use Permit

Stephen L. webb
10115 Cloman Path
Inver Grove Heights, MN 55076
Leitch Estates Block 1 Lot 3

The purpose of this request for Conditional Use Permit is to gain permission to erect an Amateur Radio antenna support tower above the height allowed by Inver Grove Heights code. The code currently restricts any structure of this type to 35 feet with another 50% to be allowed under conditional use for residential non commercial installations. In my case, the additional tower height is needed beyond this height so that I can get the antenna sufficiently above the surrounding terrain and structures for resonable reception and transmission of amateur radio signals. In order to comply and stay within my lot, I cannot put a shorter tower on the highest point of my lot. I am requesting a height of 65 feet which includes the tower and the antenna mounted at the top of the tower. This is the minimum height required for the lowest frequency I can use with this antenna. Antennas have the best effeciency at one wavelength above ground (lowest frequency for this antenna has a wavelength of 66 feet). Documentation supporting my request has been provided with this application in hard copy and on a CD. I understand that this application may raise many questions. Please contact me for clarification of any questions.

Steve Webb
651-451-0034
webbs1@comcast.net



N

250'

70'

70'

65' tower

150'

60'

450'

262'

1/4" = 10'

RECEIVED
MAY - 6 2011

10115 Cloman Path
Leitch Estates Block 1 Lot 3

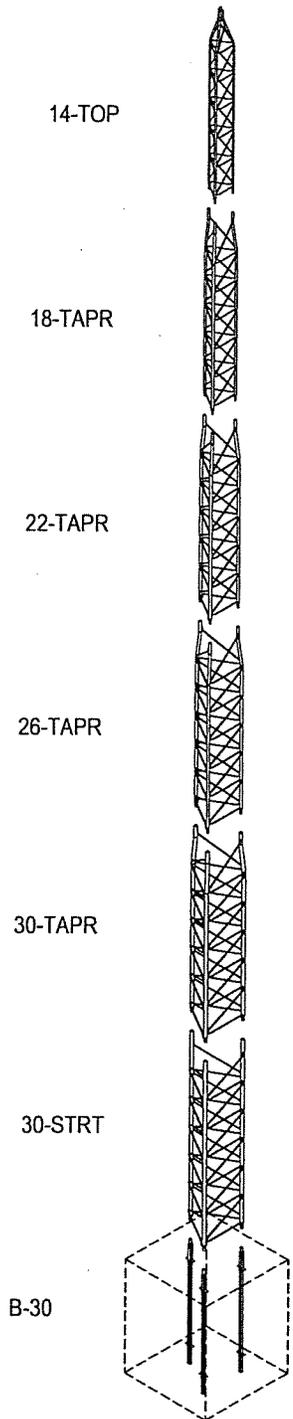
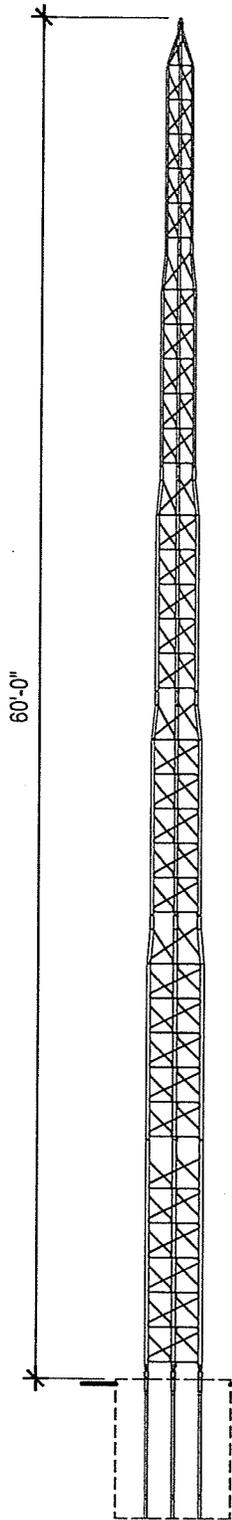
FREESTANDING ALUMINUM TOWER

MODEL #HD 21-60

TOTAL WEIGHT: 256 LBS.

WIND LOADING:
21.08 Sq. Ft.

Contact Universal Towers to confirm
geographical location of your tower and
all wind load implications



WARRANTY
UNIVERSAL TOWERS ARE WARRANTED AGAINST DEFECTIVE MATERIAL OR WORKMANSHIP AND ARE SUBJECT TO REPAIR OR TO MATERIAL REPLACEMENT ONLY IF FAILURE RESULTS FROM THESE FACTORS WITHIN ONE YEAR FROM PURCHASE BY USER. THIS WARRANTY DOES NOT EXTEND TO ANY OF OUR PRODUCTS WHICH HAVE BEEN SUBJECTED TO MISUSE, NEGLIGENCE, ACCIDENT, IMPROPER INSTALLATION OR APPLICATION, NOR SHALL IT EXTEND TO UNITS WHICH HAVE BEEN REPAIRED OR SUBSTANTIALLY ALTERED OUTSIDE OF OUR FACTORY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.

ELEVATION 2
SCALE: 3/16"=1'=0"

ISOMETRIC 1
SCALE: N.T.S.

ALUMINUM TOWER



UNIVERSAL TOWERS
A DIVISION OF
UNIVERSAL MANUFACTURING CORP.
43900 GROESBECK HWY.
CLINTON TOWNSHIP, MI 48036
PH: (586) 463-2560
FAX: (586) 463-2964

JOB NO.:

COMPONENT:

HD 21-60

STEPHEN WEBB
10115 CLOMAN PATH
Case # 11-11C

Antenna Height and Communications Effectiveness

Second Edition

A Guide for City Planners and Amateur Radio Operators

By R. Dean Straw, N6BV, and Gerald L. Hall, K1TD
Senior Assistant Technical Editor and Retired Associate Technical Editor

Copyright ©1999
The American Radio Relay League, Inc.
225 Main Street
Newington, CT 06111



Executive Summary

Amateur radio operators, or “hams” as they are called, communicate with stations located all over the world. Some contacts may be local in nature, while others may be literally halfway around the world. Hams use a variety of internationally allocated frequencies to accomplish their communications.

Except for local contacts, which are primarily made on Very High and Ultra High Frequencies (VHF and UHF), communicating between any two points on the earth rely primarily on high-frequency (HF) signals propagating through the ionosphere. The earth’s ionosphere acts much like a mirror at heights of about 150 miles. The vertical angle of radiation of a signal launched from an antenna is one of the key factors determining effective communication distances. The ability to communicate over long distances generally requires a low radiation angle, meaning that an antenna must be placed high above the ground in terms of the wavelength of the radio wave being transmitted.

A beam type of antenna at a height of 70 feet or more will provide greatly superior performance over the same antenna at 35 feet, all other factors being equal. A height of 120 feet or even higher will provide even more advantages for long-distance communications. To a distant receiving station, a transmitting antenna at 120 feet will provide the effect of approximately 8 to 10 times more transmitting power than the same antenna at 35 feet. Depending on the level of noise and interference, this performance disparity is often enough to mean the difference between making distant radio contact with fairly reliable signals, and being unable to make distant contact at all.

Radio Amateurs have a well-deserved reputation for providing vital communications in emergency situations, such as in the aftermath of a severe icestorm, a hurricane or an earthquake. Short-range communications at VHF or UHF frequencies also require sufficient antenna heights above the local terrain to ensure that the antenna has a clear horizon.

In terms of safety and aesthetic considerations, it might seem intuitively reasonable for a planning board to want to restrict antenna installations to low heights. However, such height restrictions often prove very counterproductive and frustrating to all parties involved. If an amateur is restricted to low antenna heights, say 35 feet, he will suffer from poor transmission of his own signals as well as poor reception of distant signals. In an attempt to compensate on the transmitting side (he can’t do anything about the poor reception problem), he might boost his transmitted power, say from 150 watts to 1,500 watts, the maximum legal limit. This ten-fold increase in power will very significantly increase the *potential* for interference to telephones, televisions, VCRs and audio equipment in his neighborhood.

Instead, if the antenna can be moved farther away from neighboring electronic devices—putting it higher, in other words—this will greatly reduce the likelihood of interference, which decreases at the inverse square of the distance. For example, doubling the distance reduces the potential for interference by 75%. As a further benefit, a large antenna doesn’t look anywhere near as large at 120 feet as it does close-up at 35 feet.

As a not-so-inconsequential side benefit, moving an antenna higher will also greatly reduce the potential of exposure to electromagnetic fields for neighboring human and animals. Interference and RF exposure standards have been thoroughly covered in recently enacted Federal Regulations.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

LUTHER NISSAN KIA - Case No. 11-12CA

Meeting Date: June 27, 2011
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: Planning

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider a resolution relating to a **Conditional Use Permit Amendment** to add a 20,000 square foot building addition and a 43,000 square foot parking lot addition to the existing site along for the property located at 1470 50th Street.

- Requires a 4/5ths vote.
- 60-day deadline: July 8, 2011 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit amendment to add a 20,200 square foot building addition and a 43,100 square foot parking lot addition to the existing car sales lot.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, landscaping, and aesthetics, environmental impacts, and public health and safety impacts. Access to the site is not changing. The applicant has been working with the Engineering Department to finalize stormwater and grading plans. The applicant is requesting two temporary sales trailers to be allowed during construction; the sales trailers would be located on either the north or south parcels owned by the Luther Company. Staff is in support of this request and addresses the trailers as a condition of approval.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit amendment to add an addition to the existing building and parking lot expansion with the conditions listed in the attached resolution.

Planning Commission: At the June 7, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0).

Attachments: CUP Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO ADD AN
ADDITION TO THE EXISTING AUTO SALES BUILDING AND EXPANSION TO THE
PARKING LOT**

Luther Nissan Kia
Case No. 11-12CA

WHEREAS, an application for a Conditional Use Permit Amendment has been submitted for the property located at 1470 – 50th Street and legally described as:

See Attached

WHEREAS, an application for a conditional use permit amendment has been submitted in order to allow for a 20,200 square foot expansion of the existing building and 43,100 square foot parking lot expansion;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on June 7, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to allow for an expansion of the existing building and parking lot expansion is hereby approved with the following conditions:

1. The site 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.

Civil Plan Set	dated 05/27/11
Temporary Sales Trailers	dated 05/27/11

2. All parking lot lighting on site shall be a down cast "shoe-box" style and the bulb shall not be visible from property lines.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
5. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities. An operation and maintenance plan shall be prepared annually and sent to the City.
6. An access agreement to the large pond/wetland was provided in 2010 from 50th Street. The owner shall provide a drainage and utility easement over the large pond, an access easement from the HWL (953.7) to 20 feet upland to allow City Access during flood events.
7. Prior to the issuance of a building permit, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
8. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
9. All final development plans shall be subject to the review and approval of the City Fire Marshal.
10. The storm water pollution prevention plan (SWPPP) shall be followed.
11. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
12. No outside paging system shall be utilized.

13. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.
14. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
15. Two temporary sales trailers shall be allowed on either the north or south parcels owned by the Luther Company. These trailers shall be removed no later than _____ or when a Certificate of Occupancy is issued, whichever happens first.
16. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot drainage permit.
17. The owner shall secure a building permit for the retaining wall and meet all conditions required by the Chief Building Official.
18. The developer shall provide a hydraulic analysis of the proposed storm sewer facilities for the review and approval by the City.
19. The developer shall secure authorization from previous easement holders (ie MnDot, Xcel) for all work proposed in existing easements. Plans shall be sent to MnDot, Xcel, and DNR to seek comments and conditions. Proper separation between the overhead power lines and parking shall be maintained.
20. Resolution No. 04-90 shall become null and void and shall be replaced by the terms of this conditional use permit.

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 _____ day of _____, 2011.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Melissa Rheume, Deputy Clerk

Legals

1470-50th Street East:

The southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southwest quarter (SW 1/4) of section 29, Township 28, Range 22, except that part thereof shown as Parcel 36H on the Plat designated as Minnesota Department of Transportation Right of way Plat numbered 19-65 on file and of record in the office of Abstract Property

Northern lot:

1430 50th St. and NE 1/4 of SE 1/4 of SW 1/4 Ex W 210 ft of N 290 ft. and Ex W 240 ft of S. 365 ft. Also Ex com 387 ft. W of NE cor W 60 ft S 273 ft E 100 ft. NW 275 ft. to BEG Ex N 229.26 ft. of E 190 ft. & N 16 ft. of NW 1/4 of SE 1/4 of SW 1/4 Ex 1.05 ACS IN Parcel 36F of 5th R/W Plat 19-65

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: June 7, 2011
SUBJECT: Luther Nissan Kia

Reading of Request

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to add an addition to the existing auto sales building, increase the size of the parking lot, and allow two temporary sales trailers on the northern storage lot, for the property located at 1470 – 50th Street. 7 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant is requesting a conditional use permit amendment to add a 20,200 square foot building addition, a 43,100 square foot parking lot expansion, and a temporary location for two sales trailers to be located on the northern storage lot. Staff has not heard from any neighboring property owners. She advised that the proposed improvements meet or exceed all review criteria. Therefore, staff recommends approval of the request with the 20 conditions listed in the report.

Commissioner Simon asked if staff received any comments from the Fire Marshal, to which Ms. Botten replied they had not.

Commissioner Simon asked if there were any impacts to the shoreland due to the northeastern tip of the parking lot in the southern parcel being in the Shoreland Overlay District.

Ms. Botten replied that the parking lot was existing and the proposed addition would have no impact to that shoreland. The City's Engineering Department is working with the applicants to ensure that the stormwater runoff does not impact the MNDOT pond.

Opening of Public Hearing

Jonathan Baker, 150 S. 5th Street, the architect for the project, clarified that although the planning report states that no fencing was requested, the applicants intend to install a four foot chain link fence on the top of the proposed retaining wall in the southern portion of the site. He advised that the report states the two temporary trailers would be located on the northern portion of the site. The applicants, however, are considering placing one on the north lot and one on the south lot. He advised that the trailers will be exclusively for use during construction and will be removed once the building is completed.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, in particular Condition 15 which requires that the temporary trailers be removed by June 1, 2012.

Ms. Botten advised that the date would be addressed during the development meeting and

would perhaps be modified.

Chair Bartholomew asked if the applicant was agreeable with Condition 19, to which Mr. Baker replied in the affirmative.

Chair Bartholomew asked if staff had any issue with the proposed fence or moving one of the temporary trailers from the north lot to the south lot, to which Ms. Botten replied they did not.

Chair Bartholomew asked if the expansion would include an increased labor force for the dealership.

Linda McGinty, Luther Companies, stated it could result in the hiring of 10-12 new employees.

Planning Commission Recommendation

Motion by Commissioner Schaeffer, second by Commissioner Scales, to approve the request for a conditional use permit amendment to add a 20,200 square foot building addition and a 43,100 square foot parking lot addition to the existing site along with two temporary sales trailers for the property located at 1470 – 50th Street.

Chair Bartholomew reiterated that he would like the removal date of the temporary trailers clarified.

Motion carried (8/0). This item goes to the City Council on June 27, 2011.

SITE PLAN REVIEW

Building Setbacks. The proposed building addition is located 45+ feet from the closest property line, exceeding setback requirements.

The two temporary sales trailers on the northern lot meet and exceed building setbacks.

Parking Lot. The proposed 43,000 square foot parking lot expansion meets setback and surfacing requirements. Overall, when considering the amount of parking spaces lost because of the building addition, the applicant is adding about 36 additional stalls.

Lot Coverage. Allowable impervious surface coverage in the B-3 district is 100%. The site currently contains approximately 33.6% impervious surface, the proposed impervious surface would be about 44.3%, which falls under the allowed maximum.

Access. Access to the site is not changing; there is one entrance off of 50th Street along the east side of the property.

Tree Preservation/Landscaping. Based on the tree protection and preservation ordinance, tree removal falls under the allowed removal threshold and therefore no reforestation would be required.

Landscaping requirements require a total of 36 overstory trees or the equivalent to be planted as part of the property improvements. The applicant has provided a landscape plan which shows 37 trees; a mix of overstory, ornamental, and shrubs. The proposed plan meets and exceeds the landscaping requirements.

Engineering. Engineering is reviewing the plans and has been working with the applicant on stormwater and grading requirements. The proposed site plan protects the existing pond and treats the stormwater runoff on site. Engineering has made some recommendations on conditions that should be added to the approval. These conditions are included in the list of conditions at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

Lighting. The applicant has submitted a lighting plan which illustrates the location of lighting in the parking lot. The proposed illumination pattern of the lights complies with the maximum foot candles at the center line of the street. All parking lot lighting shall be designed so as to deflect light away from any adjoining residential zones or from the public streets. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Roof top Screening. As a consistent policy of commercial development, any roof top equipment shall be screened from view from the street. If necessary, the form of screening will be reviewed at time of building permit. This condition would apply to all new roof top equipment.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building

GENERAL CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial, automobile sales is consistent with the uses envisioned in this district.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and the intent of the specific Zoning District in which the use is located.*

The applicant's property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3 zoning district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The proposed site improvements would not have a detrimental effect on public improvements in the vicinity of the property.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly, timely manner.*

The property improvements do not appear to have any negative effects on City facilities or services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

- i. Aesthetics/exterior appearance*

The proposed building addition would be constructed with similar materials as the existing building.

- ii. Noise*

The proposed addition would not generate noises that are inconsistent with B-3 zoning

iii. Fencing, landscaping and buffering

No fencing is proposed and landscaping meets the City's requirements.

6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. Building and parking setbacks meet or exceed code requirements.

7. *The use does not have an undue adverse impact on the public health, safety or welfare.*

This use does not appear to have any negative effects on the public health, safety or welfare.

8. *The use does not have an undue adverse impact on the environment, including, but not limited to, surface water, groundwater and air quality.*

This use would not have an undue adverse impact on the environment. The applicant is working with the City Engineering Department creating a stormwater treatment plan, reducing the amount of runoff on the property.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
 - Approval of a **Conditional Use Permit Amendment** for automobile and off highway vehicles sales to allow an addition to the existing building subject to the following conditions:
 1. The site 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.

Civil Plan Set	dated 05/27/11
Temporary Sales Trailers	dated 05/27/11

2. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
5. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities. An operation and maintenance plan shall be prepared annually and sent to the City.
6. An access agreement to the large pond/wetland was provided in 2010 from 50th Street. The owner shall provide a drainage and utility easement over the large pond, an access easement from the HWL (953.7) to 20 feet upland to allow City Access during flood events.
7. Prior to the issuance of a building permit, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
8. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
9. All final development plans shall be subject to the review and approval of the City Fire Marshal.
10. The storm water pollution prevention plan (SWPPP) shall be followed.
11. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
12. No outside paging system shall be utilized.
13. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.

14. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
15. Temporary sales trailers are allowed on the northern parcel owned by the Luther Company. These trailers shall be removed no later than June 1, 2012 or when a Certificate of Occupancy is issued, whichever happens first.
16. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot drainage permit.
17. The owner shall secure a building permit for the retaining wall and meet all conditions required by the Chief Building Official.
18. The developer shall provide a hydraulic analysis of the proposed storm sewer facilities for the review and approval by the City.
19. The developer shall secure authorization from previous easement holders (ie MnDot, Xcel) for all work proposed in existing easements. Plans shall be sent to MnDot, Xcel, and DNR to seek comments and conditions. Proper separation between the overhead power lines and parking shall be maintained.
20. Resolution No. 04-90 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

RECOMMENDATION

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

Attachments: Zoning/Location Map
Narrative
Site, Grading, Landscaping Plans
Elevations
Temporary Sales Trailer locations



Luther Nissan Kia CUP Amendment

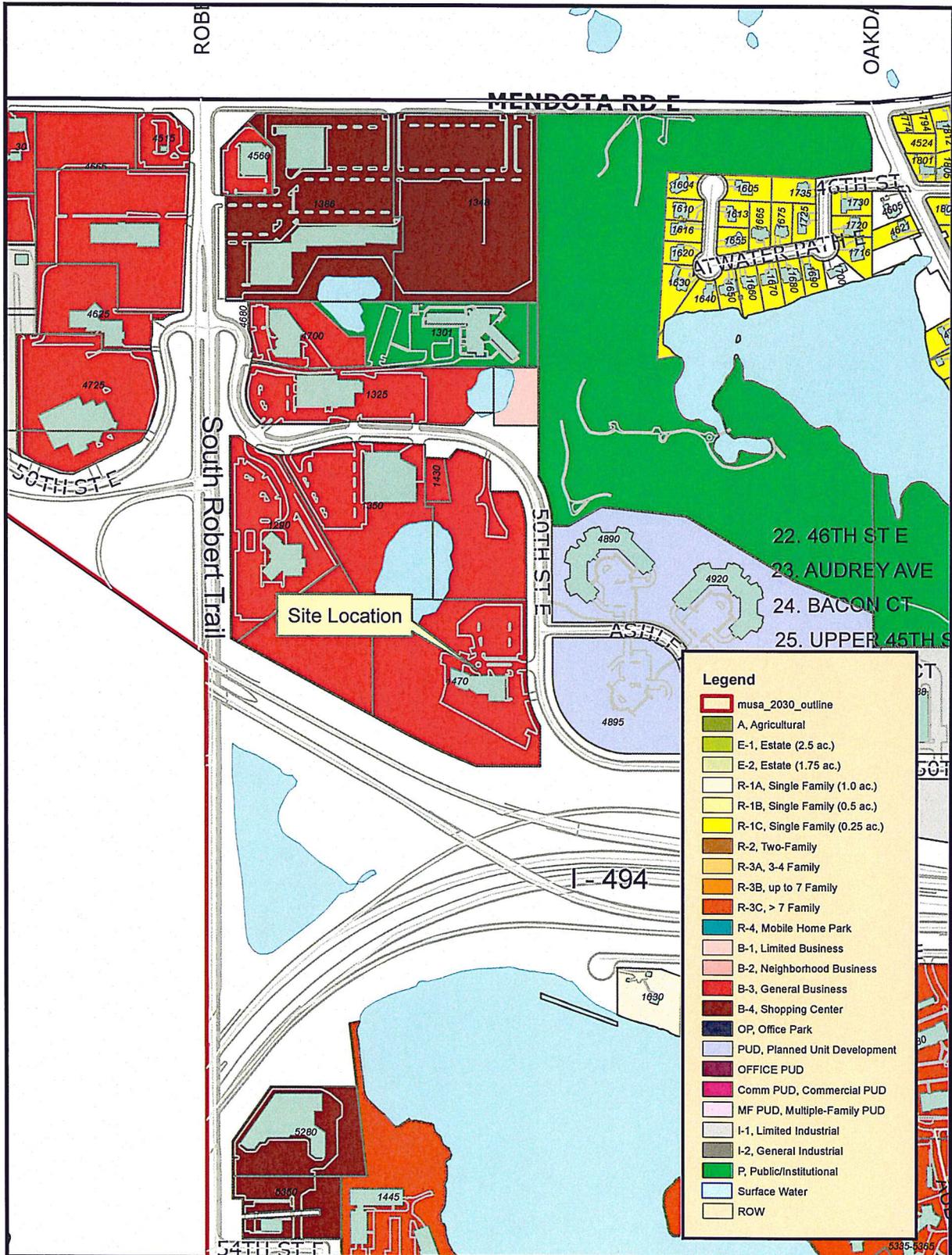


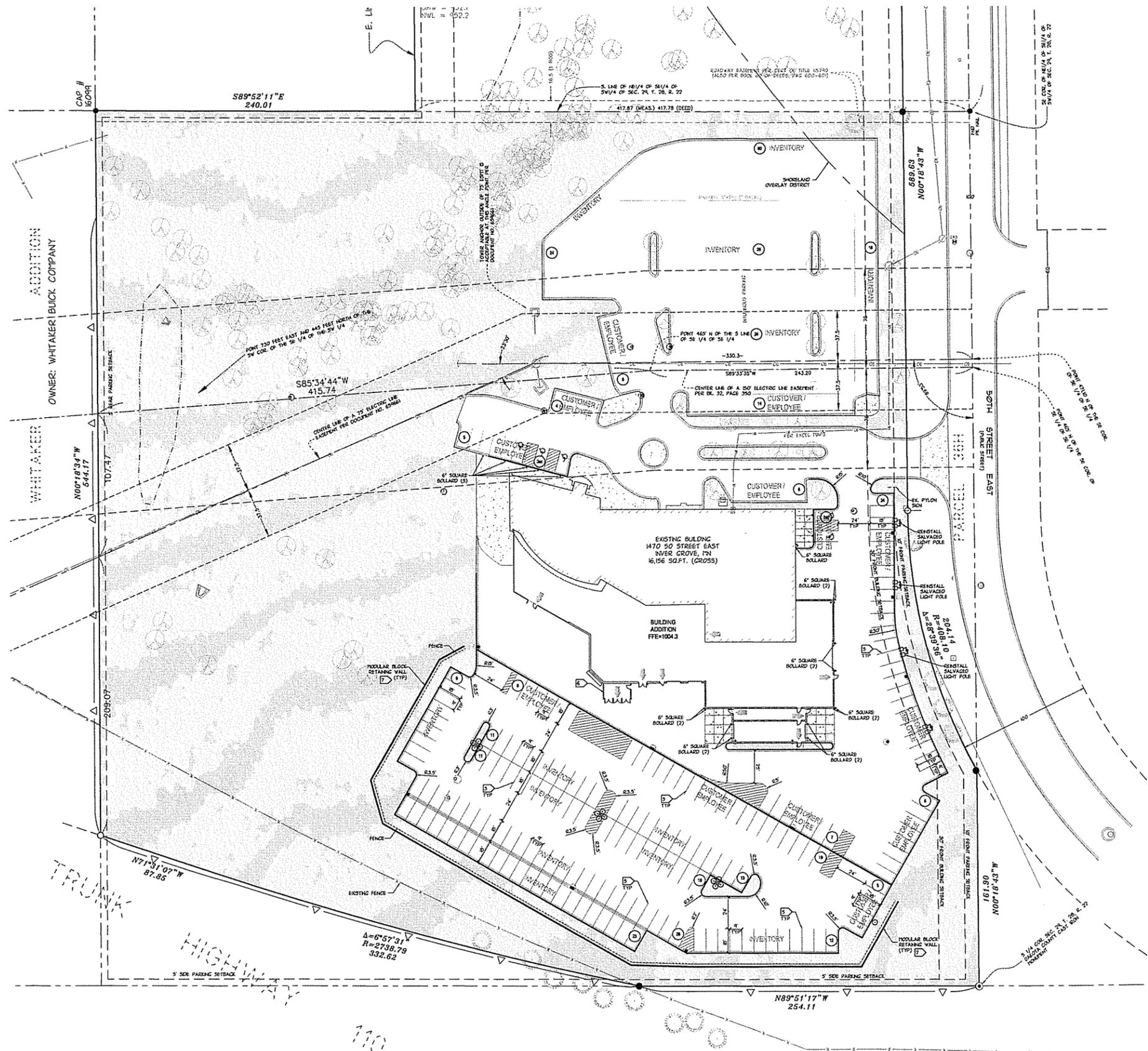
Exhibit A
Zoning and Location Map

Narrative
CUP Amendment
1470 50th Street East & 1430 50th St.

The Luther Company LLLP is planning to expand and update its Luther Nissan Kia operation located at 1470 50th Street East. The building expansion will add 15,400 square feet to the footprint plus an additional 4800 square feet to the second level. The parking lot expansion results in an approximate additional 43,100 square feet and 36 additional parking stalls.

The building expansion will affect most operations that occur on the main level. The showroom, offices, parts department, customer lounge, restrooms, service department and drive aisle will all increase in size. The existing car wash will be replaced with a drive-thru car wash attached to the south of the building. The car wash is for exclusive use of the dealership.

In order to maintain dealership operations during construction we are requesting permission to place up to 2 commercial trailers on our recently expanded parking lot located directly to the north (1430 50th St.). This is an interim use. The trailers will be removed when the remodel and expansion of the dealership is complete.



SITE PLAN NOTES

- OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WITHIN OR USE OF, PUBLIC RIGHT-OF-WAY.
- THE DIGITAL FILE, WHICH CAN BE OBTAINED FROM THE ENGINEER, SHALL BE USED FOR STAKING. DISCREPANCIES BETWEEN THE DRAWINGS AND THE DIGITAL FILE SHALL BE REFERRED TO THE ENGINEER. THE BUILDING FOOTPRINT, AS SHOWN ON THESE DRAWINGS, AND THE DIGITAL FILE, SHALL BE COMPARED TO THE STRUCTURAL DRAWINGS PRIOR TO STAKING.
- BUILDING LAYOUT ANGLES ARE PARALLEL WITH OR PERPENDICULAR TO THE PROPERTY LINE AT THE LOCATION INDICATED.
- DIMENSIONS SHOWN ARE TO FACE OF CURB AND EXTERIOR FACE OF BUILDING UNLESS NOTED OTHERWISE.
- DELIMITED PARKING STALLS WITH A 4-INCH WIDE WHITE PAINTED STRIPE, DELINEATE ACCESSIBLE STALLS WITH 4-INCH WIDE WHITE PAINTED STRIPES 8 INCHES ON CENTER AND AT 45 DEGREE ANGLE TO DIRECTION OF TRAVEL.
- TRASH/RECYCLING AREAS: SEE ARCHITECTURAL DRAWINGS.
- RETAINING WALL TYPE, SIZE, AND COLOR TO BE DETERMINED UPON RECEIPT OF GEOTECHNICAL INVESTIGATION AND DURING STRUCTURAL DESIGN PROCESS FOR BUILDING FOOTPRINT SUBMITTAL.

GREEN SPACE (LANDSCAPE AREA)

PARKING SUMMARY

REQUIRED PARKING:			
MOTOR SERVICE STATION	3 SPACES, PLUS 7 SPACES FOR EACH SERVICE BAY	16 SERVICE BAYS	24 STALLS
OFFICE	1 SPACE FOR EACH 200 SF.	4,254 SF.	46 STALLS
AUTO SALES	1 SPACE FOR EACH 500 SF.	3,161 SF. SHOWROOM	8 STALLS
WAREHOUSE (UNDER 500 SF.)	1 SPACE FOR EACH 500 SF.	7,233 SF. PARTS WAREHOUSE	14 STALLS
TOTAL PARKING STALLS REQUIRED			107 STALLS
* THESE REQUIRED STALLS USED AS BASIS FOR REQUIRED NUMBER OF ACCESSIBLE PARKING STALLS			
PROVIDED PARKING:			
STANDARD STALLS	(9x12)		123 EA.
INVENTORY STALLS	(9x12)		265 EA.
ACCESSIBLE STALLS	(6x12)		5 EA.
TOTAL PARKING STALLS PROVIDED			373 EA.

AREA SUMMARY

EXISTING OVERALL		
PERVIOUS	250,141 SF.	66.4%
IMPERVIOUS	130,960 SF.	33.6%
TOTAL (8.95 AC.)	381,101 SF.	100.0%
PROPOSED OVERALL		
PERVIOUS	217,054 SF.	55.7%
IMPERVIOUS	172,847 SF.	44.3%
TOTAL (8.95 AC.)	389,901 SF.	100.0%

ZONING AND SETBACKS SUMMARY

CURRENT ZONING: B3 - GENERAL BUSINESS	
BUILDING SETBACKS:	PARKING SETBACKS:
FRONT= 30 FEET	FRONT= 10 FEET
SIDE= 10 FEET	REAR= 5 FEET
REAR= 30 FEET	SIDE= 5 FEET

SHORELAND OVERLAY DISTRICT

* PER MEASURE BOTTEN AT THE PLANNING DEPT. OF INVER GROVE HEIGHTS A PORTION OF THE NORTHEAST CORNER OF THE PROPERTY LIES WITH A SHORELAND OVERLAY DISTRICT.
 ALLOWABLE PREEVIOUS AREA FOR CITY OF INVER GROVE HEIGHTS PARCEL# ALLOWABLE PREEVIOUS AREA WITH SHORELAND OVERLAY DISTRICT @ 73%.

BA
BAKER ASSOCIATES, INC.
ARCHITECTS

120 SOUTH FIFTH STREET
SUITE 1405
MINNEAPOLIS, MN 55402-1300
TELEPHONE: 612.336.8601
FAX: 612.336.9098

Luther
Inver Grove Heights
Dealership
Inver Grove Heights, MN

Inver Grove Nissan Kia

Issue:
CITY SUBMITTAL 9 MAY 2011
CITY SUBMITTAL 21 MAY 2011

CITY SUBMITTAL
MAY 27, 2011

LANDFORM
From Site to Finish
125 South Fifth Avenue
Suite 513
Vernon, MN 56401
Tel: 612.252.9070
Fax: 612.252.9077
Web: landform.net

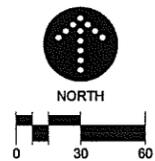
IF THE LICENSEE DIRECTLY ADMIN 2005 ANY CONTAIN FOR USE, THE SHEET AND SIGN OTHERWISE WITHIN INTERIOR OR EXTERIOR. PLEASE CONTACT THE ENGINEER TO OBTAIN ADDITIONAL DOCUMENTS.

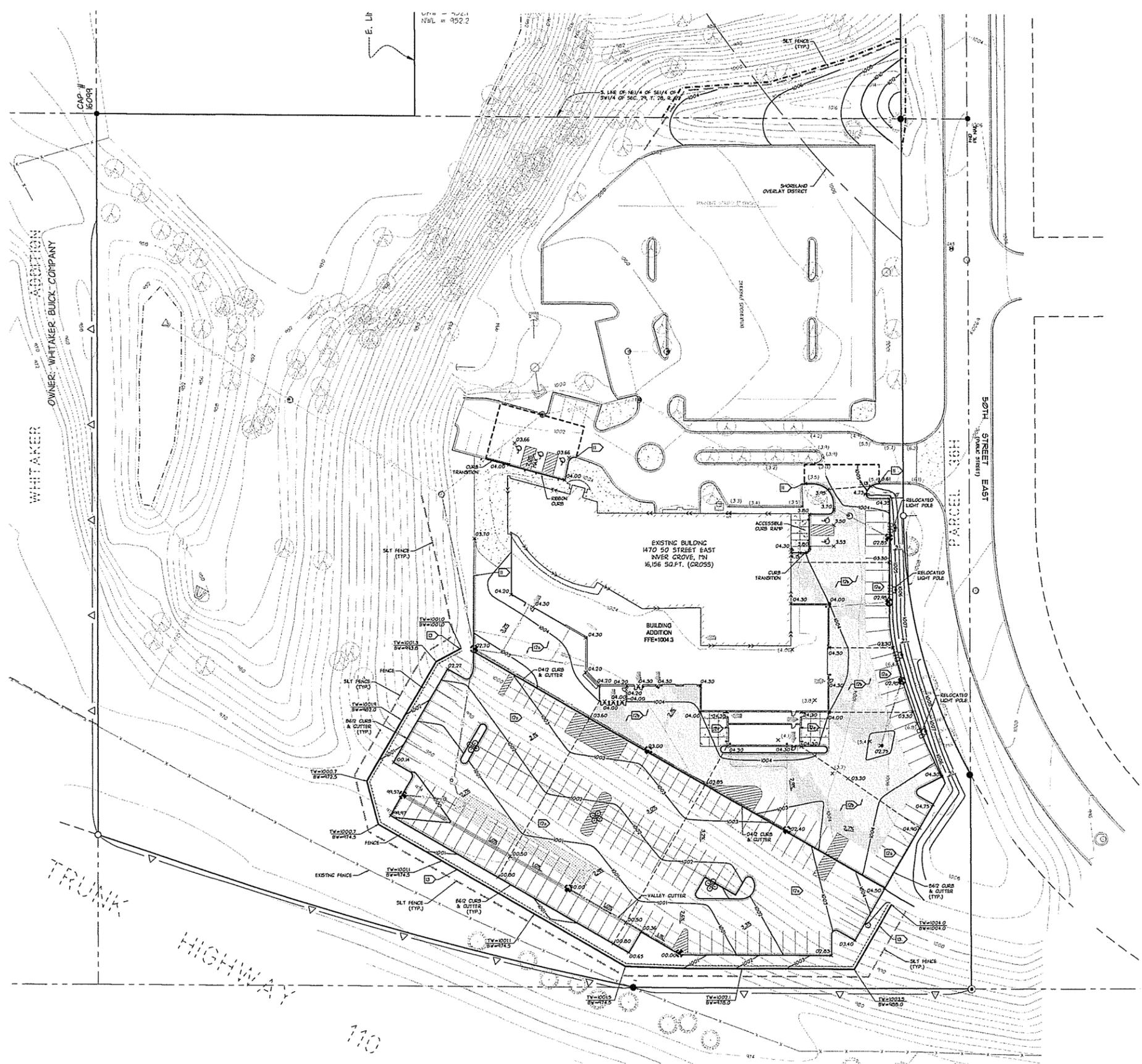
PROJECT MANAGER REVIEW
BY: RES DATE: 05/27/2011

PRELIMINARY
NOT FOR
CONSTRUCTION

Sheet Title: **SITE PLAN**

Scale: 1" = 30'
Date: 05-27-11
Current No.: 04455233
Sheet Number: **C-201**





GRADING NOTES

1. CONTACT UTILITY SERVICE PROVIDERS FOR FIELD LOCATION OF SERVICES 72 HOURS PRIOR TO BEGINNING GRADING.
2. REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION ON BACKFILL MATERIAL AND COORDINATE WATER CONDITIONS.
3. REMOVE TOPSOIL FROM GRADING AREAS AND STOCKPILE SUFFICIENT QUANTITY FOR REUSE.
4. REMOVE SURFACE AND GROUND WATER FROM EXCAVATIONS. PROVIDE FINAL LIFTS OF STABLE FOUNDATION MATERIAL IF EXPOSED SOILS ARE WET AND UNSTABLE.
5. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR HOLD DOWN INFORMATION FOR ROUGH GRADE BUILDING OF PAD.
6. REFER TO STRUCTURAL SPECIFICATIONS FOR EARTHWORK REQUIREMENTS FOR BUILDING PADS.
7. AN INDEPENDENT TESTING FIRM SHALL VERIFY THE REMOVAL OF ORGANIC AND UNSTABLE SOILS, SOIL CORRECTION AND COMPACTION AND PROVIDE TESTING REPORTS TO THE OWNER.
8. PLACE AND COMPACT FILL USING LIFT THICKNESSES PATCHED TO SOIL TEST AND COMPACTION EQUIPMENT TO OBTAIN SPECIFIED COMPACTION THROUGHOUT THE LIFT.
9. COMPACT MATERIAL IN PAVED AREAS TO SIDE OF FINISHED DEPTH THROUGHOUT STANDARD PRACTICE (ASTM D698) EXCEPT THE TOP 3 FEET WHICH SHALL BE COMPACTED TO 100%. COMPACT TO 98% DENSITY WHERE FILL DEPTH EXCEEDS 10 FEET.

PAVING NOTES

10. SPOT ELEVATIONS AT CURBWAYS INDICATE FINISHES UNLESS NOTED OTHERWISE. SEE SHEET C-100 FOR ELEVATIONS OF CATCH BASINS.
11. PAVEMENT MATCH EXISTING CLASS. PROVIDE 10 FOOT TRANSITION IF NECESSARY.
12. PAVING SECTIONS (REFER TO GEOTECHNICAL REPORT)
 - a. INTERMEDIATE PAVING (LIGHT DUTY)
 - 1.5-INCH WEAR (TYPICAL 2360)
 - TACK COAT
 - 1.5-INCH BASE (TYPICAL 2360)
 - 6-INCH AGGREGATE BASE (TYPICAL 3100, CLASS 2)
 - COMPACTED SUBSOIL
 - b. INTERMEDIATE PAVING (HEAVY DUTY)
 - 1.5-INCH WEAR (TYPICAL 2360)
 - TACK COAT
 - 2.0-INCH BASE (TYPICAL 2360)
 - 8-INCH AGGREGATE BASE (TYPICAL 3100, CLASS 2)
 - COMPACTED SUBSOIL
 - c. CONCRETE DRIVEWAYS, APRONS, AND EXTERIOR SLABS
 - 8-INCH CONCRETE W/ #4 REBAR AT 18 INCHES OC
 - 8-INCH AGGREGATE BASE (TYPICAL 3100, CLASS 2)
 - COMPACTED SUBSOIL

RETAINING WALL NOTES

13. PROVIDE STRUCTURAL DESIGN OF RETAINING WALLS, FOLLOWING LANDFORM RETAINING WALL SPECIFICATIONS FOR PERMIT DESIGN AND PERFORMANCE. PROVIDE CONSTRUCTION OF WALLS IN ACCORDANCE WITH APPROVED DESIGN.
14. CONFORM ARCHITECTURAL REQUIREMENTS FOR WALL UNITS WITH OWNER.
15. SUBMIT DESIGN TO CITY FOR APPROVAL PRIOR TO BUILDING PERMIT SUBMITTAL.
16. PROVIDE COORDINATION AND ASSURANCE THAT RELATED WORK CONSTRUCTED WITHIN THE GEN-ERATED EARTH ZONE, INCLUDING FENCES, UNDERGROUND UTILITIES, CURB RAILS, ETC. IS IN ACCORDANCE WITH APPROVED DESIGN AND DOES NOT DAMAGE TO EXISTING ELEMENTS OF THE RETAINING WALL.

EROSION PREVENTION AND SEDIMENT CONTROL NOTES

17. INSTALL PERIMETER SEDIMENT CONTROLS PRIOR TO BEGINNING WORK AND MAINTAIN FOR DURATION OF CONSTRUCTION. REMOVE CONTROLS AND DISPOSE OF OFF SITE AFTER AREAS CONTAINING SOIL ARE PERMANENTLY STABILIZED.
18. LIMIT SOIL DISTURBANCE TO THE GRADING LIFTS SHOWN. SCHEDULE OPERATIONS TO MINIMIZE LENGTH OF EXPOSURE OF DISTURBED AREAS.
19. MANAGEMENT PRACTICES SHOWN ARE THE MINIMUM REQUIREMENT. INSTALL AND MAINTAIN ADDITIONAL CONTROLS AS WORK PROCEEDS TO PREVENT EROSION AND CONTROL SEDIMENT CARRIED BY WIND OR WATER.
20. RESTORE DISTURBED OPEN AREAS WITH TEMPORARY SEED OR SOO WITHIN 72 HOURS OF COMPLETING GRADING IN EACH AREA.
21. TEMPORARY SEED, SOO, FERTILIZER AND FERTILIZER SHALL TEST THE FOLLOWING SPECIFICATIONS AS TYPICAL:

ITEM	SELECTION NUMBER
SEED	TYPICAL 3075
	TYPICAL 3076
TYPE SO @ 40 LB/AC	
TYPE SOA @ 60 LB/AC	
FERTILIZER (TYPE 1, 0-0-0 ANCHORED)	TYPICAL 3082
FERTILIZER	TYPICAL 3081
GENERAL PLACEMENT	TYPICAL 3078
22. SEE LANDSCAPING SHEETS FOR PERMANENT TURF ESTABLISHMENT.
23. SWEEP STREETS CLEAN DAILY.
24. EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES, INCLUDING CONCRETE WASHOUT, MUST BE LIMITED TO A DESIGNATED AREA OF THE SITE. WASHOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DISCHARGING IS ALLOWED ON SITE.
25. DEWATERING OR DRAINING ACTIVITIES OF TURBID OR SEDIMENT LOADED WATER SHALL BE DEWATERED TO A SEDIMENTATION BASIN OR TREATED WITH THE APPROPRIATE BMP PRIOR TO ENTERING THE SURFACE WATER. ENERGY DISSIPATION SHALL BE PROVIDED AT ALL DISCHARGE POINTS. DEWATERING OR BASH DRAINING ACTIVITIES SHALL NOT CAUSE UNDESIRABLE CONDITIONS, EROSION IN RECEIVING CHANNELS OR ON DOWNLOPE PROPERTIES, OR ADVERSELY IMPACT WETLANDS.

EARTHWORK QUANTITIES

NOTE: EARTHWORK QUANTITIES ARE BASED ON A 1" HOLD DOWN IN PAVEMENT AREAS
 TOTAL CUT: 23,008 C.Y.
 TOTAL FILL: 27,208 C.Y.
 NET: 24,900 C.Y. FILL

LEGEND

- SLOPE FENCE
- - - PAVEMENT SAVOUT LINE
- - - LIFTS OF CONSTRUCTION
- INLET PROTECTION

NPDES AREA SUMMARY NORTH LOT

	EXISTING	PROPOSED	ULTIMATE
PREVIOUS	5.14 ACRES	4.90 ACRES	4.90 ACRES
PREVIOUS	2.01 ACRES	2.47 ACRES	2.47 ACRES
TOTAL	8.15 ACRES	8.15 ACRES	8.15 ACRES

BA
 BAKER ASSOCIATES, INC.
 ARCHITECTS

120 SOUTH FIFTH STREET
 SUITE 1100
 MINNEAPOLIS, MN 55402-1200
 TEL: 612.339.9001
 FAX: 612.339.5088

Luther
 Inver Grove Heights
 Dealership
 Inver Grove Heights, MN

Inver Grove Nissan Kia

ISSUED:
 CITY SUBMITTAL 9 MAY 2011
 CITY SUBMITTAL 21 MAY 2011

CITY SUBMITTAL
MAY 27, 2011

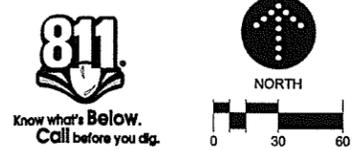
LANDFORM
 From Site to Finish

105 South 5th Avenue Tel: 612.352.9070
 Suite 513 Fax: 612.352.9077
 Minneapolis, MN 55401 Web: landform.net

PROJECT MANAGER REVIEW
 BY: SES DATE: 5/27/2011

PRELIMINARY
NOT FOR
CONSTRUCTION

Scale: 1" = 30'
 Date: 05-27-11
 Sheet Number: C-301





Inver Grove Nissan Kia

Issue: CITY SUBMITTAL 19 MAY 2011
City SUBMITTAL 21 MAY 2011

PRELIMINARY PLANT SCHEDULE

SYMBOL	COMMON NAME	SCIENTIFIC NAME	PLANTING SIZE	ROOT COND.	MATURE SIZE	SPECIAL FEATURES
DECIDUOUS TREES						
	NORWAY SPRUCE	PICEA NORWICENSIS	2.5' CAL.	B&B	50H x 30W	PYRAMIDAL FORM
CONIFEROUS TREES						
	AUSTRIAN PINE	PINUS NIGRA	6' HT.	B&B	30H x 10W	DENSE GROWTH
	COLORADO SPRUCE	PICEA PLICATA	6' HT.	B&B	30H x 10W	PYRAMIDAL FORM
ORNAMENTAL TREES						
	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	1.5' CAL.	B&B	20H x 15W	NO FRUIT
CONIFEROUS SHRUBS						
	BLUE CHIP JUNIPER	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	8" SP.	POT	10H x 5W	EVERGREEN
DECIDUOUS TREES						
	ANTHONY WATERER SPIREA	SPIREA X BUNALDIA 'ANTHONY WATERER'	24" HT.	POT	3H x 4W	FLOWERING

LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING A BID TO BECOME FAMILIAR WITH SITE CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DIGGING. THE LANDSCAPE CONTRACTOR SHALL COORDINATE INSTALLATION WITH GENERAL CONTRACTOR.
- ALL PLANT MATERIALS SHALL CONFORM WITH THE AMERICAN ASSOCIATION OF NURSERMEN STANDARDS AND SHALL BE OF HARDY STOCK, FREE FROM DISEASE, DAMAGE AND DEFOLIATION.
- ALL TREES NOT PLACED WITHIN A SHRUB PLANTING BED SHALL HAVE A FOUR (4) FOOT DIAMETER FELON RING INSTALLED AROUND THE TREE. VENTILATION IS REQUIRED WITH TREES NOT LOCATED IN SHRUB BED AREAS.
- INSTALL 3-4 INCH DEPTH SHREDED HARDWOOD BARK MULCH IN LANDSCAPE AREAS.
- SOO OR SEED ALL TURF AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLAN.
- ALL NEWLY PLANTED TURF SEEDING AREAS SHALL BE IRRIGATED WITH AN UNDERGROUND IRRIGATION SYSTEM. THE SYSTEM SHALL BE DESIGNED BY THE IRRIGATION CONTRACTOR. THE IRRIGATION CONTRACTOR IS TO SUBMIT SHOP DRAWINGS OF IRRIGATION DESIGN AND CALCULATIONS FOR REVIEW BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. IRRIGATION CONTRACTOR IS TO FILL ALL CITY PLUMBING CODES AND REQUIREMENTS. PARKING ISLANDS WITHOUT SHRUBS NEED NOT BE IRRIGATED.
- PLANTING SOIL FOR BACK FILLING PLANTING PITS SHALL CONSIST OF TOPSOIL TO WHICH HAS BEEN ADDED THREE (3 LBS.) POUNDS OF COMMERICAL FERTILIZER AND 1/2 YARD OF PEAT MOSS PER CUBIC YARD.
- THE LANDSCAPE CONTRACTOR IS TO FOLLOW ALL PLANTING INSTRUCTIONS AND EROSION CONTROL MEASURES FOR THE ESTABLISHMENT OF NATIVE SEED MIXTURES AS SPECIFIED IN TRADOT SEEDING MANUAL 2003.
- ALL EXISTING DECIDUOUS/CONIFEROUS TREES ARE TO BE TRIMMED OF DEAD WOOD AND PRUNED TO A NATURAL UNIFORM SHAPE.
- QUANTITIES LISTED IN SCHEDULE ARE FOR REFERENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING QUANTITIES ON PLAN PRIOR TO BID AND INSTALLATION.

OVERSTORY TREE REQUIREMENTS NORTH LOT

SITE REQUIREMENTS GREATER OF:

- 1 TREE PER 1000 SF GROSS BUILDING FLOOR AREA
- 1 TREE PER 10 PARKING STALLS
- 6-7 FT. SHRUB = 1 OVERSTORY TREE
- 2-1/2" DIAMETER ORNAMENTAL TREES = 1 OVERSTORY TREE
- 1/2" CAL. DECIDUOUS OVERSTORY TREES
- 1/2" CAL. CONIFEROUS OVERSTORY TREES
- 1 EXISTING TREE = 1 PROPOSED TREE
- (EXISTING DECIDUOUS TREE = 1/2" CAL. DIAMETER D.M.)
- (EXISTING CONIFEROUS TREE = 1/2" CAL. HEIGHT)
- REQUIRED

20,200 NEW GFA ADDITION = 20 TREES
 60 NEW PARKING STALLS = 6 TREES
TOTAL REQUIRED = 36 TREES

PROPOSED

PARKING LOT LANDSCAPING = 12 DECIDUOUS OVERSTORY TREES
 4 ORNAMENTAL TREES (7 EQUIVALENT OVERSTORY TREES)
 26 SHRUBS (6 EQUIVALENT OVERSTORY TREES)
TOTAL PARKING LOT TREES = 25 EQUIVALENT OVERSTORY TREES

SITE LANDSCAPING = 4 CONIFEROUS OVERSTORY TREES
 6 ORNAMENTAL TREES (13 EQUIVALENT OVERSTORY TREES)
TOTAL SITE TREES = 17 EQUIVALENT OVERSTORY TREES

TOTAL PROPOSED TREES = 37 EQUIVALENT OVERSTORY TREES

CITY SUBMITTAL
MAY 27, 2011

LANDFORM
From Site to Finish

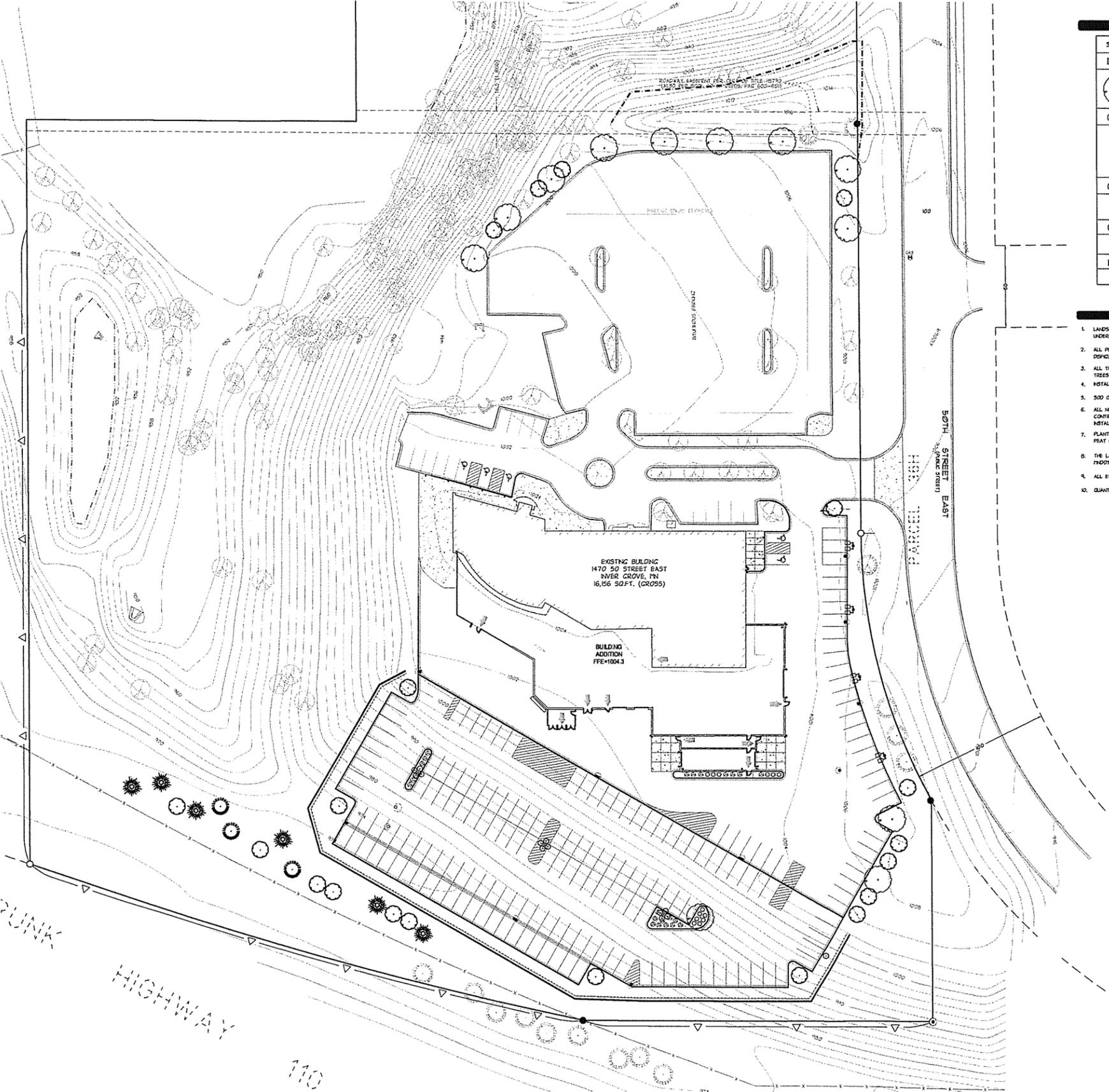
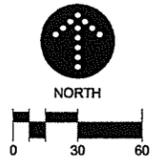
105 South 5th Avenue Suite 313
Minneapolis, MN 55401
Tel: 612.233.8070
Fax: 612.233.8077
Web: landform.net

PROJECT MANAGER REVIEW
BY: GEB DATE: 05/27/2011

PRELIMINARY NOT FOR CONSTRUCTION

Sheet No. **LANDSCAPE PLAN**

Scale: 1" = 30'
Date: 05-27-11
Drawn by: BAA/0533
Sheet Number: **L-201**



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

KAY DICKISON - Case No. 10-26V

Meeting Date: June 27, 2011
 Item Type: Regular
 Contact:  Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

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

- a. A **Variance** from the bluffline setback to construct an accessory structure in the bluffline whereas 40 feet is the required setback.
- b. A **Variance** from the front yard setback for an accessory structure to be located 20 feet from the front property line whereas 30 feet is required.
 - Requires a 3/5th's vote.
 - 60-day deadline: August 8, 2011 (first 60-days)

SUMMARY

This request was brought in front of the City Council last fall, at that time the applicant requested the item to be tabled until the variance criteria was changed. Since then, the request has been modified. The applicant is no longer asking for the variance regarding the number of accessory buildings; she is only asking for setback variances to construct an accessory building on the property abutting the river.

The applicant would like to construct one detached accessory building 160 square feet in size, with a 96 square foot deck. The accessory structure would be placed 20 feet from road right-of-way whereas 30 feet is required and located in the bluffline whereas a 40 foot setback is required.

The applicant's request was reviewed against the new variance criteria. The two setback variances would be in harmony with the general purpose and intent of the city code, consistent with the comprehensive plan, and there are practical difficulties in complying with official control. The property is unique in that it is one tax parcel divided by road and railroad right-of-way, limiting the buildable area adjacent to the river. The surrounding properties would not be negatively impacted and the location of the accessory structure would be located in an area that would have a minimal impact to the bluffline and right-of-way setback. The properties to the north and south of this parcel have homes located at about the same setback as the proposed accessory building.

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

Planning Commission: At the June 21, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (9-0).

Attachments: Variance Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING VARIANCES FOR A DETACHED ACCESSORY
BUILDING TO BE LOCATED 20 FEET FROM THE FRONT SETBACK AND ZERO
FEET FROM THE BLUFF LINE SETBACK**

**CASE NO. 10-26V
(Dickison)**

Property located at 7521 River Road and legally described as follows:

See Attached

WHEREAS, an application has been received for a variance to allow a detached accessory structure 20 feet from the right-of-way whereas 30 feet is required and zero 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 City of Inver Grove Heights Planning Commission reviewed the request on June 21, 2011 in accordance with City Code 10-3-3: C.;

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

WHEREAS, the requested variance is in harmony with the general purposes and intent of the city ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. The proposed addition would not have a negative impact on the surrounding properties. The property

owner is proposing to utilize the property in a reasonable manner, minimizing the impact to the bluffline. The property is unique in that it is one tax parcel divided by road and rail road right-of-way. This request is not due to economic circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variances to construct an accessory building located in the bluff line and 20 feet from the right of way setback is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.
2. 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.

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 27th day of June, 2011.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

ATTACHMENT TO POWER OF ATTORNEY DATED SEPTEMBER 15, 2005, FROM GALEN E. RILEY

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: June 21, 2011

SUBJECT: KAY DICKISON – CASE NO. 10-26V

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance from the bluffline setback to construct a 160 square foot structure in the bluffline whereas 40 feet is the required setback, and a variance from the front yard setback for an accessory building to be located 20 feet from the front property line whereas 30 feet is required, 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 request was originally brought to the Planning Commission in 2010. At that time of the City Council meeting the applicant recommended tabling the request until the variance criteria was changed at the legislative level. The applicant would like to construct a 160 square foot detached accessory structure on the property overlooking the river. The request requires two setback variances; one for the structure to be located 20 feet from River Road whereas 30 feet is required, and the second to be located in the bluffline whereas 40 foot is the required setback from the top of bluff. She noted that DNR received notice of the original request last summer. At that time they recommended denial; however, they were under the impression that there was room on the property for the applicant to construct an accessory building that would meet all setbacks and they did not take into consideration the City's required front yard setback and the bluffline setback. Staff recommends approval of the request with the conditions listed in the report.

Commissioner Gooch asked if the DNR was still opposed to the request, to which Ms. Botten replied that staff had not renotified them as the structure size and location had not changed.

Commissioner Gooch asked if DNR's opposition was mostly due to the fact that they did not understand the other setbacks.

Ms. Botten replied in the affirmative. She stated the DNR based their decision on a 75 foot Ordinary High Water (OHW) setback whereas the OHW is actually 50 feet. Therefore, the applicants are compliant with the OHW setback.

Commissioner Gooch asked why staff felt there was a misunderstanding on the part of the DNR.

Ms. Botten replied that she spoke with the DNR after receiving their letter and confirmed the OHW setback was 50 feet as opposed to the 75 feet referenced in their letter. Also, DNR's letter did not address where the bluffline setback was and the fact that the City required a front yard setback as well.

Recommendation to City Council

June 21, 2011

Page 2

Commissioner Gooch asked if there was any buildable space on this lot, to which Ms. Botten replied there was not.

Commissioner Schaeffer asked if the DNR comments were solely a recommendation, to which Ms. Botten replied in the affirmative.

Commissioner Lissarrague asked what the setback was on the single-family dwellings in the area.

Ms. Botten replied that the lot to the north was approximately 35-40 feet from the river and the one to the south was approximately 50 feet, making the proposed structure would be in character with the neighborhood.

Commissioner Gooch asked if the studio was proposed to have water or septic, to which Ms. Botten replied it was not.

Commissioner Gooch asked if there was potential for the property to be sold and the new owner building a single-family home.

Ms. Botten replied there was not as they would have to subdivide the property and it would not meet the City's lot size requirements for a single-family home.

Opening of Public Hearing

The applicant, Kay Dickison, 7521 River Road, pointed out that she originally requested an additional variance to allow another detached structure. She has since attached the garage and therefore that request has been taken off the table. She stated she wants to build a studio where she can sit indoors and enjoy the river. The studio will have no water or septic and will not be a living space. It may, however, have solar or electric.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, to which Ms. Dickison replied in the affirmative.

Commissioner Wippermann asked if there would be a formal driveway to the studio.

Ms. Dickison replied there would be no pavement, but perhaps some gravel.

Commissioner Wippermann asked if the structure currently on the property would remain.

Ms. Dickison replied it was a temporary structure being used by her contractor during construction.

Commissioner Simon asked why the applicant oriented the proposed studio east/west rather than north/south.

Ms. Dickison replied she wanted the studio to have a similar configuration to the home and she also wanted to maximize her view of the river while minimally impacting the environment.

Recommendation to City Council

June 21, 2011

Page 3

Commissioner Hark asked if the applicant planned to park any vehicles on the potential gravel driveway.

Ms. Dickison replied there would be no permanent placement of vehicles there and minimal intermittent use.

Planning Commission Discussion

Chair Bartholomew stated he supported the request.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Gooch, to approve the request for a variance from the bluff line setback to construct a 160 square foot structure in the bluffline whereas 40 feet is required, and a variance from the front yard setback for an accessory building to be located 20 feet from the front property line whereas 30 feet is required, for the property located at 7521 River Road, with the three conditions listed in the report.

Motion carried (9/0). This item goes to the City Council on June 27, 2011.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: June 16, 2011 **CASE NO.:** 10-26V

HEARING DATE: June 21, 2011

APPLICANT AND PROPERTY OWNER: Kay Dickison

REQUEST: A variances to encroach into setback requirements along the bluff line and the front yard.

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

This request was brought in front of you in 2010. At that time the applicant was asking for multiple accessory building and setback variances. The request was tabled at the City Council meeting until the variance criteria was changed at a legislative level. Since the original submittal the applicant has amended the request and is only asking for the setback variances.

The applicant would like to construct one detached accessory buildings on the 2.92 acre property. The structure would be 160 square feet in size with a 96 square foot deck, located on the sliver of property closest to the river. The structure is proposed at 20 feet from the right-of-way line whereas 30 feet is required and it would be located in the bluffline whereas 40 feet is the required setback from the top of bluff. The lot is unique in that it is one tax parcel divided by railroad right-of-way and River Road. The original home has been removed and the applicant is currently constructing a new home on the larger piece of land.

SPECIFIC REQUEST

The following specific applications are being requested:

- 1) A variance from the bluff line setback to construct a 160 square foot structure in the bluffline whereas 40 feet is the required setback.

- 2) A variance from the front yard setback for the accessory building to be located 20 feet from the front property line whereas 30 feet is required.

EVALUATION OF REQUEST:

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

DNR REVIEW

We received comment from the DNR on the original request. They are opposed to the City granting the variance as proposed.

VARIANCE

Mn Statutes Section 462.357, subdivision 6. **Variations**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the official control (city ordinance) and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, State Statute identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

Shoreland regulations are in place to preserve and enhance the quality of surface waters and conserve the economic and natural environmental values of shorelands. By allowing the proposed accessory building, the surrounding properties would not be negatively impacted and the location of the accessory structure would be located in an area that would have a minimal impact to the bluffline and front property lines. Therefore the addition would not be contrary to the zoning code. The application is not contrary to the Comprehensive Plan as the future land use is low density residential.

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

The property to the north of the applicants has a home located at about the same setback as the proposed accessory building. The portion of property located between River Road and the river is unbuildable without a variance. The size of the structure is relatively small and not out of character for this area. Therefore, the request to construct the accessory building would be a use that is reasonable for this parcel.

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

Because of the size and lot dimensions of the parcel, a variance would be required to build anywhere on the parcel. The property is unique in that it is one tax parcel divided by road and railroad right-of-way.

4. *The variance will not alter the essential character of the locality.*
The building addition does not appear to have a negative impact on the character of the locality. The properties to the north and south of this parcel have homes located at about the same setback as the proposed accessory building.
5. *Economic considerations alone do not constitute an undue hardship.*
This request is not due to economic circumstances.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. Approval If the Planning Commission finds the setback variances 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.

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

RECOMMENDATION

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

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site & Building Plans



7521 River Road

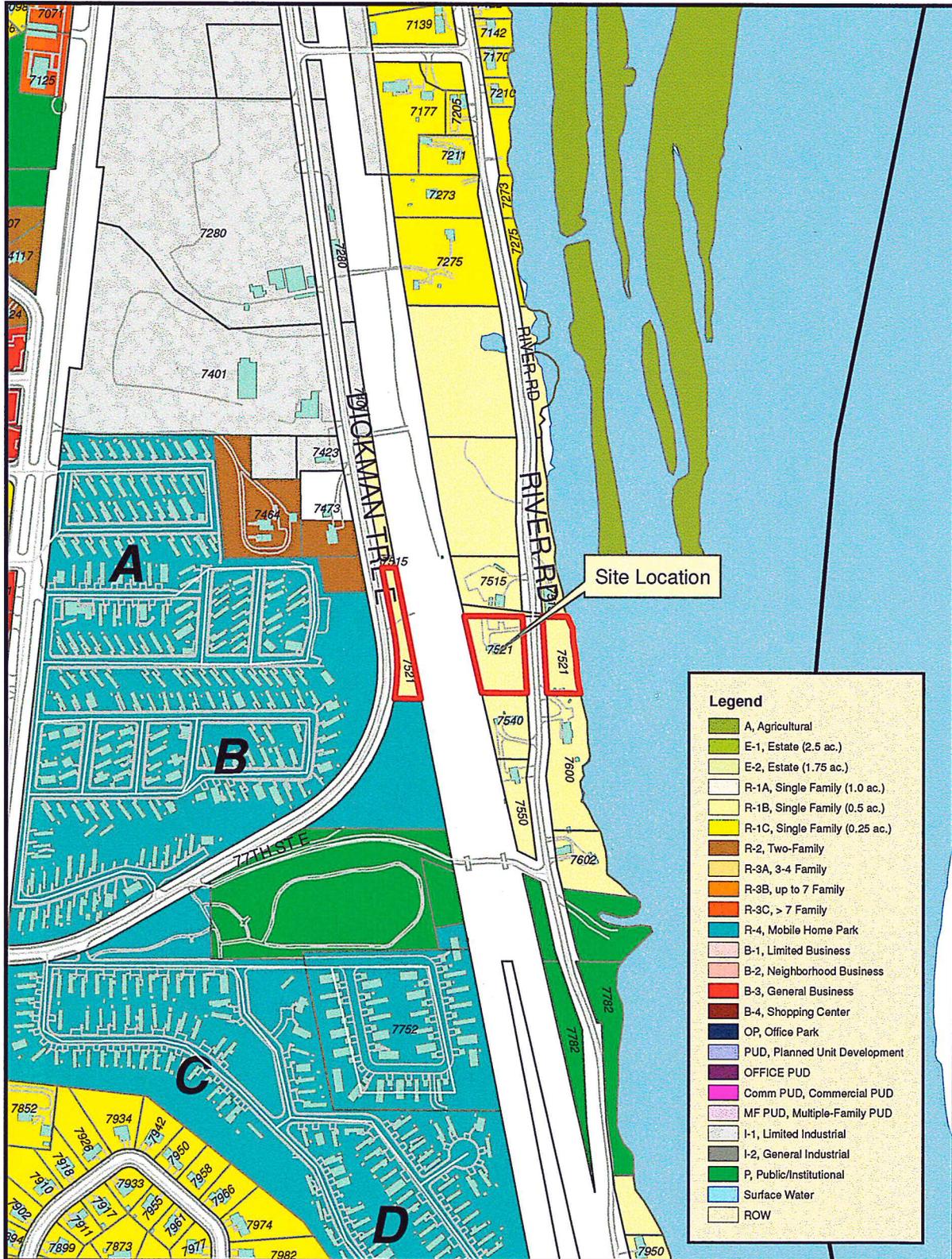


Exhibit A
Zoning Map

June 2011 Variance Information for 7521 River Road:

1. Setbacks for an accessory structure on the narrow, unique, river side of lot:
160 sf structure, with 96 sf deck = 256 total sf.

	<i>Required</i>	<i>Request</i>
East:	40 ft from bluff line	20 ft from bluff line
West:	30 ft from River Road r/w	20 ft from RR r/w
North:	10 ft	comply
South:	10 ft.	comply
Height:	10 ft grade- mid-roof slope	comply

2. Variance conditions:

- 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.

3. Practical and logistical reasons that support request for variance:

- Narrow, river side area but no request for water, septic, or land disruption (structure on piers).
- "Connect", use, establish, and control the disconnected river side of lot.
- Add interest and use (life jackets, safety poles, line, lighting by river access, etc.) to the vacant lot with a water-oriented structure and a "contemplative retreat" (not a storage building).
- Construct a structure that complements the rural cluster design of the primary house and attached garage currently under construction.
- The city road divides the property and creates two "front yards" with which to comply.

4. Request to deny the DNR bluffline setback for above practical and logistical reasons.

- DNR's setback (Fall 2010 letter) of 75 ft with no city utilities is based on assumption that building requested involves water/septic. This does not apply.
- DNR and city code allow local controls for "water-oriented accessory structures" to be located closer to public waters than the structure setback if:
 - it meets terms of reducing visibility from public waters
 - no water supply or sewage treatment
 - no human habitation, etc.

5. Addresses of neighbors:

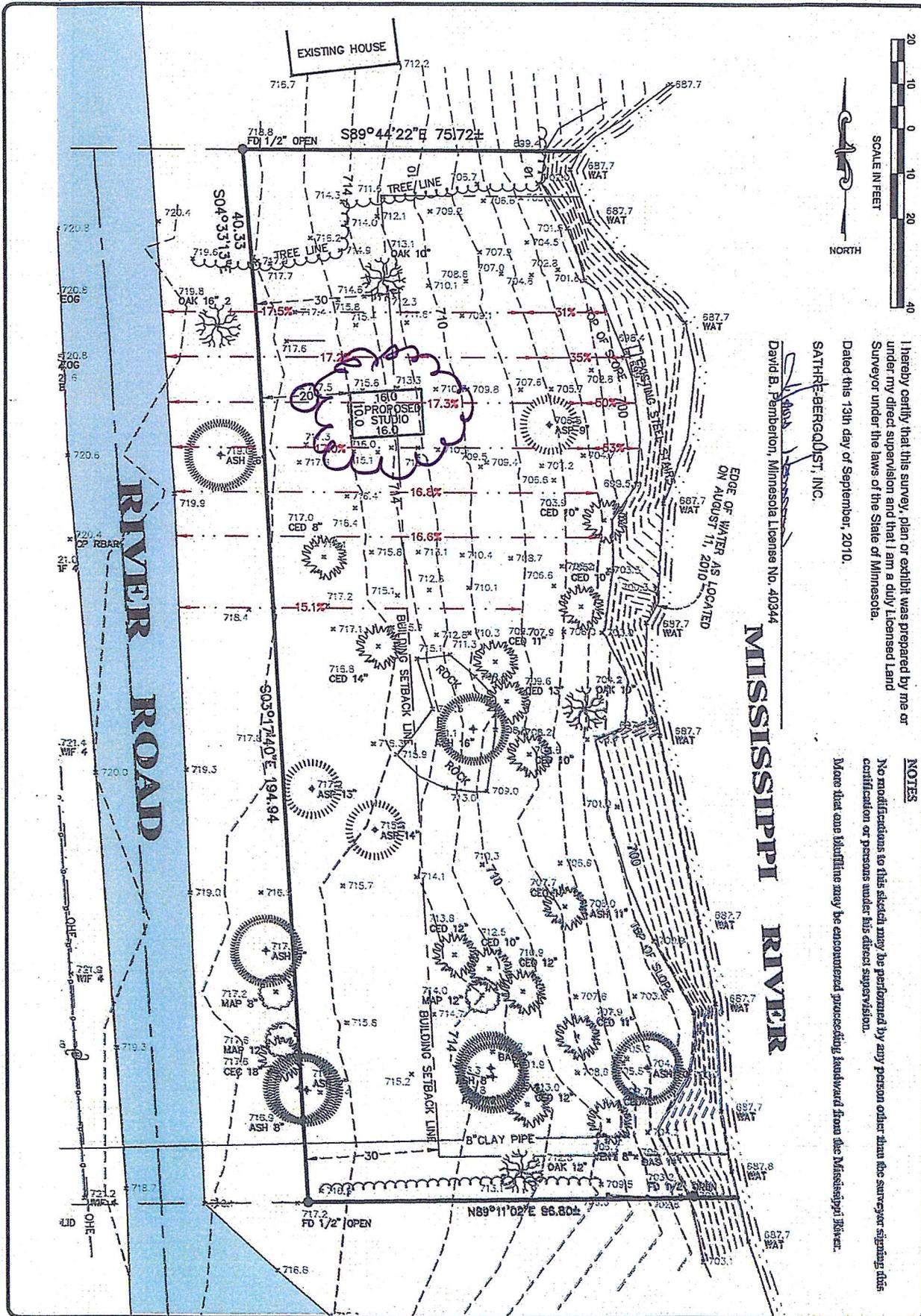
Howard and Lee Ann Harvey, 7515 River Road

Iva Sampson, 7600 River Road

Greg & Robin Sampson, 7540 River Road

6. Survey/site design attached.

Submitted by Kay Dickison



I hereby certify that this survey, plan or exhibit was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 13th day of September, 2010.

SATHRE-BERGQUIST, INC.

David B. Pemberton, Minnesota License No. 40344

MISSISSIPPI RIVER

NOTES

No modifications to this sketch may be performed by any person other than the surveyor signing this certification or persons under his direct supervision.

More than one shoreline may be encountered proceeding landward from the Mississippi River.

DRAWN/	DEP
DATE	09/17/12
BOOK/F	1951/1
JOB N	19892-4
DWG. N	PARCEL D

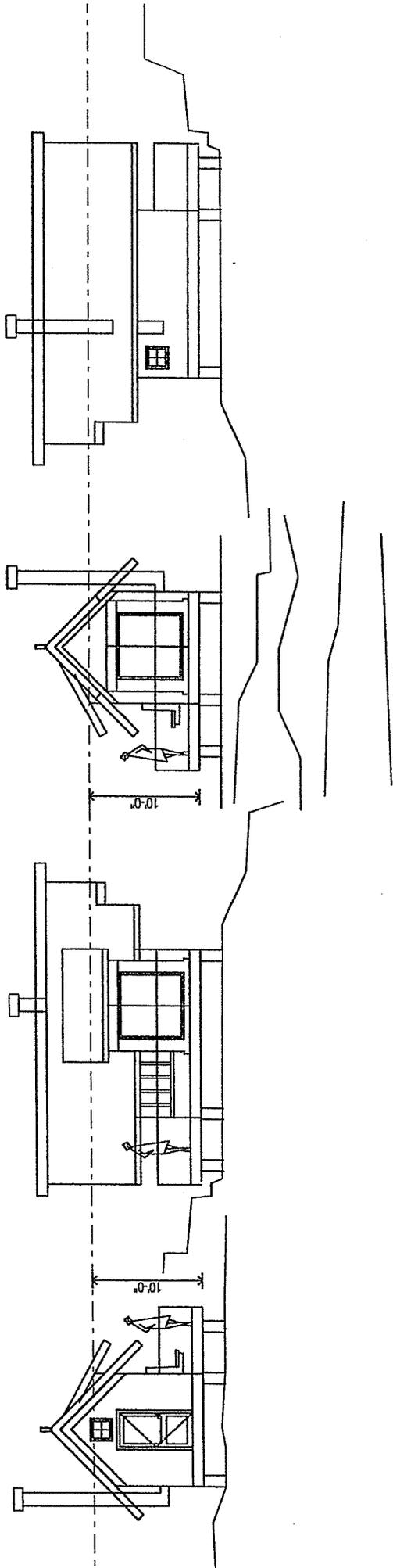
CERTIFICATE OF SURVEY
 PREPARED FOR
KAY DICKISON

ENGINEER SURVEYOR

SATHRE-BERGQUIST, INC.

180 SOUTH BROADWAY, MINNEAPOLIS, MN 55401

RESERVED



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Adopt Resolution Authorizing City to send Default Notification Letter on Concord Hills Development with a 30-Day Cure Timeframe

Meeting Date: June 27, 2011
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

PK

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other:

PURPOSE/ACTION REQUESTED

The City of Inver Grove Heights and the Danner Family Partnership entered into a Development Agreement for the development of Concord Hills in 2006. The original agreement required completion of the developer-installed improvements by October 15, 2009.

In the fall of 2009, on November 5, 2009, the City and the Danner Family Partnership entered into an amendment to the Development Agreement that extended the completion date to July 15, 2010. A number of conditions were included with this extension as recommended by the City Engineer's October 21, 2009 letter. In July 2010, the City received another request for an extension from the developer and the Council passed Resolution No. 10-106 (attached) which requires the Developer to place the final wear course by June 30, 2011 and complete other items by July 15, 2011.

The City has received another request for an extension from the Danner Family Limited Partnership dated June 14, 2011 (attached). This request came from the developer following repeated letters from the City Engineer prompting the developer to complete this project (April 27, 2011 e-mail and June 10, 2011 letter attached).

The Developer is now requesting an additional 2-year extension of the completion date to July 15, 2013. The current LOC has an expiration date of April 17, 2012 (attached). The developer indicates the housing market slow-down is responsible for the housing inactivity in the Development.

The developer has done some of the improvements required by the extension amendment; however, many improvements remain not completed as illustrated by the City Engineer's November 2, and December 1, 2010 punch lists (attached). Numerous attempts were made on a monthly basis between April 2011 and this date to get the developer to perform.

A site visit on June 22, 2011 indicates that there are additional items of concern on the project as summarized as follows:

- i. Recent grading adjacent to the east side of Concord Hills (next to Summit Pines) has not been re-vegetated and no erosion control is in-place. This has caused erosion onto a low point near the cul-de-sac and the storm sewer system that leads to the wetland northeasterly of the project.
- ii. Fill has been placed over the curb and sidewalk to allow dumping on the south side of the project.
- iii. A street light stays on all day long.
- iv. Recent patching in the street near castings is substandard and not acceptable.

- v. Construction material, debris and boulders have been stored throughout the site.
- vi. Erosion next to the 11-foot tall retaining wall may cause it to fail and allow erosion into the wetland northeast of the site.
- vii. The infiltration basin next to the street is not functioning properly and it needs to be reworked to meet the requirements of the project.
- viii. The developer did not pay the taxes on the various outlots conveyed to the City before conveyance, therefore the City utilized the escrow funds for this purpose.

The project has been reviewed by the City Engineer, Director of Public Works and City Attorney. The City Attorney had prepared a resolution (attached) requesting Council authorization to send a Default Notice per the Development Agreement after the completion date passed in 2010. A similar resolution and notice would be sent in 2011 if the developer does not meet the 2011 deadlines. The Development Agreement provides the developer with 30 days to comply with the requirements of the Development Agreement.

It is recommended that the City Council adopt the resolution directing staff to send the Notice of Default with a 30-day correction timeframe. If the developer does not cover the defaults in the allotted timeframe, staff will report back to the Council before any action is taken to draw against the Letter of Credit.

TJK/kf

Attachments: Developer request for additional extension letter
Resolution No. 10-106
April 27, 2011 e-mail from City Engineer
June 10, 2011 letter from City Engineer
Letter of Credit
November 2, 2010 punch list
December 1, 2010 punch list

June 14, 2011

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

Re: Concord Hills

Dear Mr. Kaldunski:

The Developers Agreement states the wear course be placed by July 15, 2011.

The Danner Family Partnership is asking for a 2 year extension on the wear course from the original July 15, 2011 date.

The Danner Family has escrowed \$14,000.00 for seal coating the wear course. There is a 3 year margin that the seal coating can be done from the time the wear course is placed.

Housing is at an all time low and the partnership feels it's going to take some time to even build out 50% of the project.

Without an 80% build out, a seal coat may not be able to absorb the abuse in the next 3 years.

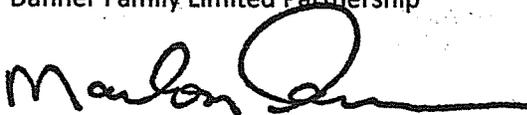
Danner would lower the gate valve and manholes back to the base course level until it is ready for wear course in 2 years.

There are other projects in the area that are older than Concord Hills and still remain without the wear course.

The Danner Family would like the City to consider this request.

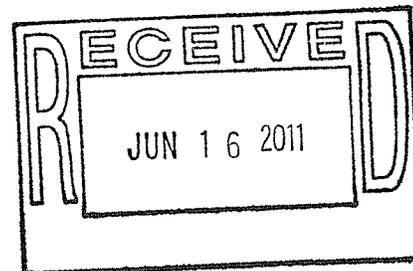
Thank you for the consideration.

Sincerely,
Danner Family Limited Partnership



Marlon Danner
Partner

MD/kjr



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

RESOLUTION NO. 10-106

**RESOLUTION AUTHORIZING NOTICE OF DEFAULT WITH RESPECT TO THE
DEVELOPMENT CONTRACT BETWEEN CITY OF INVER GROVE HEIGHTS AND
DANNER FAMILY LIMITED PARTNERSHIP FOR THE PLAT OF CONCORD HILLS**

WHEREAS, Danner Family Limited Partnership (Danner) and the City of Inver Grove Heights (City) entered into a Development Contract on January 26, 2009, for the plat of Concord Hills (Development Contract).

WHEREAS, Danner and the City entered into an Agreement for Extension of Completion Dates for the Developer Improvements related to the plat of Concord Hills on November 9, 2009 (Amendment).

WHEREAS, Danner has not complied with the following requirements of the Development Contract and Amendment:

REQUIRED

COMPLETION DATE

IMPROVEMENT

7/15/10, or prior to
building permit,
whichever occurs first

general site grading, drainage and
erosion control

See Section 4.7

subdivision monuments

Within 60 days after
street is completed

boulevard restoration

See Section 4.5

street signage

Prior to 7/15/10

street lights

7/15/10, or prior to building permit, whichever occurs first	stormwater quality and storage volume capacity ponds and other stormwater facilities
prior to 7/15/10	plat landscaping
prior to 7/15/10	concrete sidewalk
prior to 7/15/10	seeding of conservation easement areas and installation of posts
prior to 7/15/10	complete raingardens on Outlots B & C

WHEREAS, Danner has not complied with the following requirements of the Development Contract and Amendment:

The following Developer Improvements and actions must be completed on the site by November 9, 2009, unless another date is expressly stated below:

- a.) Install hydrant marking poles by November 15, 2009.
- b.) Boulevards must be seeded and mulched.
- c.) The Developer shall be responsible for the maintenance of all public improvements until the City formally accepts them in 2010, pursuant to Article 8 of the Development Contract. Particular attention on the maintenance of the ponds is required by November 9, 2009.
- d.) All erosion control shall be installed and maintained by the Developer. It was noted that some grading on the site does not meet the plans; these areas can be stabilized with Best Management Practices until the Developer can complete the grading in 2010, by November 9, 2009. Retaining wall on the south side must be installed per plans by July 15, 2010.
- e.) The access road to the large power lines shall be installed and construct maintenance access path to power pole hill by July 15, 2010.
- f.) Install curb radii and valley gutter at Old Concord and 87th before the final bituminous lift is placed in the street.
- g.) The hill at the power pole needs topsoil, erosion control blankets, and seeding to prevent erosion. Apply erosion control blanket at all other steep slopes per plan. Also install erosion control fence at rain garden and toe of slope of pole hill by November 9, 2009. Developer may use hydro-mulch in areas with written permission of City's Director of Public Works.

- h.) Place boulevard retaining wall along 87th Street Sta. 0+50 to 2+00 and place cable guard by July 15, 2010.
- i.) Confirm conservation easements have been granted. Restore the conservation easement to its pre-existing condition by removing fill/sediment and planting appropriate seed mixture on the site by July 15, 2010.
- j.) Restore conservation easement by Lots 6, 7, 8 and 9, Block 1 by July 15, 2010.
- k.) Drain all temporary sediment basins by July 15, 2010.

WHEREAS, Danner has not complied with the following requirements of the Development Contract and Amendment:

- a.) As-built utility plans shall be updated in 2010 as necessary to reflect the 2010 construction.
- b.) Clean-up construction debris and haul it off-site.
- c.) Sweep streets.
- d.) Seed all spoil piles and dirt piles.

WHEREAS, Danner has not complied with the following requirement of the Development Contract and Amendment:

- a.) The applicable tree preservation requirements listed in paragraph 10 of Exhibit E of the Development Contract.

WHEREAS, Danner has not complied with the following requirement of the Development Contract and Amendment:

- a.) Conveyance of Outlots A, B, C and D of Concord Hills to the City by Warranty Deed. The property shall be free of all liens, mortgages and encumbrances. Danner is responsible to pay the real estate taxes in the year of conveyance and all prior years. The form of the deed shall be subject to approval of the City Attorney.

WHEREAS, If the above requirements are not completed by July 15, 2010, the failure to complete such requirements shall be a Developer Default under the Development Contract and Amendment.

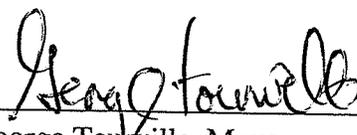
WHEREAS, With respect to the letter of credit required by the Development Contract and Amendment, Anchor Bank has extended the letter of credit to April 17, 2012.

WHEREAS, Danner has requested an extension of the time to complete the final wear course of bituminous pavement for public streets to June 30, 2011, and the City Council is willing to grant this specific extension.

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

1. The City Council determines that if the above requirements are not completed by July 15, 2010, (with the exception of the final wear course of bituminous pavement for public streets, which must be completed by June 30, 2011), the failure to complete such requirements shall be a Developer Default under the Development Contract and Amendment.
2. If the above requirements are not completed by July 15, 2010, the City Administrator is directed and authorized to give Formal Notice to Danner, on behalf of the City, that the Developer Defaults have occurred and that Danner has until September 15, 2010, to cure all of the Developer Defaults (with the exception of the final wear course of bituminous pavement for public streets, which must be completed by June 30, 2011). If Danner does not cure all of the Developer Defaults by September 15, 2010, (with the exception of the final wear course of bituminous pavement for public streets, which must be completed by June 30, 2011), the City Administrator, acting on behalf of the City, is authorized to commence and seek all remedies provided under law, in equity or in the Development Contract and Amendment, including, but not limited to, collection of the irrevocable letter of credit.
3. The City approves an extension until June 30, 2011, to complete the final wear course of bituminous for public streets.
4. The City acknowledges that with respect to the letter of credit, Anchor Bank has extended the letter of credit to April 17, 2012.

Passed this 12th day of July, 2010.



George Tourville, Mayor

ATTEST:



Melissa Rheaume, Deputy City Clerk

Tom Kaldunski

From: Tom Kaldunski
Sent: Wednesday, April 27, 2011 12:19 PM
To: Kelly Riggins
Cc: Tom Kaldunski; Mike Edwards
Subject: Concord Hills Final Wear Course

Hi Kelly;

Please share this with Marley.

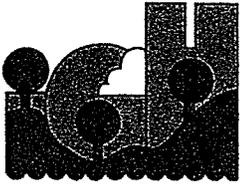
Hi Marley .

I wanted to send a reminder that the final wear course on your Concord Hills development streets need to be completed by July 15 , 2011 per the extension granted by the city . I would like to hear your schedule for completing this pavement , as well as the punchlist items . A start up in May should be planned . Please coordinate a Precon meeting with Mike Edwards.

I also wanted to share an opportunity with you regarding paving in the area of your project .Dakota county has let bids for the mill & overlay of Concord Blvd from Cooper to TH 52 . They have awarded a contract to McNamara Construction for the work . Since they will be mobilized very close to your project t, you might want to check in with them on pricing to place the final wear course . The contact is Gary Otte at 651-322-5500.

I look forward to working with you to complete the Concord Hills project this summer.

Thomas J. Kaldunski, PE
City Engineer
City of Inver Grove Heights
651-450-2572



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

June 10, 2011

Danner Family Limited Partnership
ATTN: Marlon Danner
843 Hardman Avenue South
South St. Paul, MN 55075

RE: Concord Hills Final Completion – Case No. 06-67S

Dear Mr. Danner:

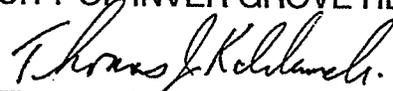
This letter is being sent as a reminder that the final completion date for your development is July 15, 2011. Please complete all work required by the Development Contract before this date.

Failure to complete the project may result in a Notice of Default on the project after the completion date. If a Notice of Default is issued the City will implement action per the Development Contract to complete the project.

Please contact me at 651-450-2772 to discuss your construction schedule.

Sincerely,

CITY OF INVER GROVE HEIGHTS


Thomas J. Kaldunski P.E.
City Engineer

TJK/kf

cc: Scott Thureen, Director of Public Works
Tim Kuntz, City Attorney

July 9, 2010

City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

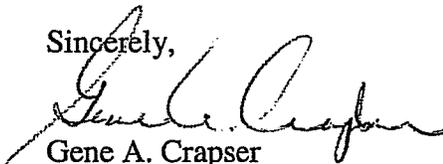
Re: Letter of Credit No. 4529
Concord Hills Project No. 98826C

To whom it may concern:

Anchor Bank, N.A. hereby extends the expiration date of the above referenced Letter of Credit from April 17, 2011 to April 17, 2012.

All other terms and conditions stated in the original Letter of Credit dated April 17, 2009 remain unchanged.

Sincerely,



Gene A. Crapser
President

ISSUED BY: Anchor Bank Saint Paul, N.A.
66 Thompson Ave.
West St. Paul, MN 55118

DATE: April 17, 2009

AMOUNT US: \$1,075,609.00

EXPIRATION DATE: April 17, 2010

BENEFICIARY:

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

APPLICANT:

Danner Family Limited Partnership
843 Hardman Ave. South
South Saint Paul, MN 55075-2460

RE: Concord Hills Project No. 98826C

We hereby establish our Irrevocable Standby Letter of Credit No. 4529 in the favor of beneficiary, in an amount not to exceed in the aggregate U.S. Dollars One Million Seventy-five Thousand Six Hundred Nine Dollars and no/100 US dollars (\$1,075,609.00) for the account of the applicant, available by payment against presentation of your draft(s) drawn at sight on ourselves accompanied by a duly executed statement, purportedly signed by the City Administrator of beneficiary, certifying that:

1. "A developer default that was not caused by force majeure exists under the terms of the Development Contract, dated April 17, 2009, between the beneficiary and the applicant and the time for cure for the default under the Development Contract has expired without a cure being made." or
2. "The applicant failed to adequately repair or replace, or cause its contractor to repair or replace items of defective materials or workmanship in the developers improvements during the warranty period as required by the

Development Contract and the time for cure has expired without a cure being made." or

3. "Beneficiary has received notice from the bank that the Letter of Credit will not be renewed and no substitute Letter of Credit has been provided to beneficiary at least thirty (30) days in advance of the expiration date that this Letter of Credit."

Upon beneficiary providing such certification pursuant to the preceding paragraphs, the beneficiary may draw against this irrevocable Letter of Credit No. 4529.

7/2011
Notice } It is a condition of this Letter of Credit that it shall be considered automatically extended without amendment for one year from the present expiration date unless we notify you in writing at least sixty (60) days prior to any such expiration date that this Letter of Credit will not be renewed.

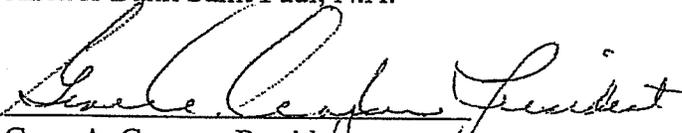
The amounts of any drafts drawn under this Letter of Credit are to be endorsed on the reverse side hereof. Such drafts must bear the clause "Drawn under Anchor Bank Saint Paul, N.A. credit number 4529 dated April 17, 2009."

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended or amplified by reference to any agreement or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit is referred to. Any such agreement or instrument shall not be deemed incorporated herein.

We hereby agree with drawers that drafts and documents as specified above will be duly honored upon presentation to Anchor Bank Saint Paul, N. A., 66 Thompson Ave. E., West St. Paul, MN 55118, if presented on or before the expiration date listed above or any such extended expiration date.

Except as other wise expressly stated herein, this Letter of Credit is issued subject to the Uniform Customs and practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600.

Anchor Bank Saint Paul, N.A.


Gene A. Crapser, President

MEMORANDUM

City of Inver Grove Heights

TO: Scott Thureen, Director of Public Works
Tom Kaldunski, City Engineer

FROM: Mike Edwards, Senior Engineering Technician

DATE: November 2, 2010

RE: **Punch list for Concord Hills Development**

As of November 2, 2010 the following items need to be corrected/ completed prior to acceptance of the Concord Hills Development by the City. **This updated punch list has not been forwarded to Danner Inc. and will need to be modified prior to sending.** All of these items should be corrected next spring under warranty except the missing curb, which is scheduled for next week. By waiting until spring or early summer to correct these items we will avoid adding more restoration and erosion issues.

Water

Retest Hydrant at 6+30 for conductivity- failed original test.

Storm Sewer

CS 1- Install flex stake marking post
MH 101- Place casting
CBMH 102- Remove concrete from west invert
Remove concrete from pipe to CBMH 103
FES (by MH 301)- Remove sediment from pipe
Remove sediment from rip rap
Grade area to drain
Repair erosion in area
MH 301- Remove sediment from invert and pipe to FES
Place correct lid (should be storm has sanitary)
CBMH 302- Install flex stake marking post
Remove sediment from pipe to MH 303
Grade area between MH 301-CBMH 302 and MH 303 correctly
CB 304- Fill around structure, grade area to drain and establish ground cover
FES (by MH305)-Remove sediment from rip rap
Repair erosion in area
MH 305- Raise to grade for inspection (inspect invert)
Install casting
Install flex stake marking post
CS 2- Install flex stake marking post

CBMH 306- Remove concrete from pipe to MH 305

FES (by CBMH 308)-Remove sediment from structure

Remove sediment from rip rap

Remove sediment from pond and grade area to drain

Repair erosion in area

CBMH 308- Repair erosion in area

Remove sediment from structure and pipe to FES (inspect invert)

CBMH 309- Repair erosion in area

CB310- Remove fabric for inspection (area is flooded)

Grade area and establish ground cover

Grading

Grade area, establish ground cover and place scour stop as shown in plans on Lots 4 thru 7, Block 1

Grade area, repair erosion and establish ground cover as shown in plans on Outlot A, and Lots 1 and 2, Block 2

Basin 1- Stabilize and establish ground cover on access trail (crushed limestone was not placed nor was erosion control mat)

Remove sediment from pond

Remove sediment from rip rap

Repair erosion on side slopes (side slopes are heavily eroded and gullies must be filled and ground cover established)

Establish ground cover with native grass and wildflower mix (sheet L2 of 2)

Verify storage volume and EOF elevations

Basin 2-(Raingarden)-Remove sediment that has washed into the rain garden from the north and northeast erosion control failures

Grade curb inlet areas

Provide scour stop at curb inlets

Repair erosion and establish ground cover up stream from basin

Properly install silt fence to prevent sediment from entering rain garden

Establish ground cover with Seed mix MnDOT 328 (sheet L2 of 2)

Make sure rain garden inlets remain off line (sandbagged) until turf is established

Basin does not appear to infiltrate as planned, test infiltration and correct as needed

Basin 3-(Raingarden)- Provide scour stop at curb inlets

Grade curb inlet areas

Provide scour stop at curb inlets

Establish ground cover with Seed mix MnDOT 328 (sheet L2 of 2)

Make sure rain garden inlets remain off line (sandbagged) until turf is established

Basin 4- Stabilize and establish ground cover on access trail (crushed limestone was not placed nor was erosion control mat)
Remove sediment from pond
Remove sediment from rip rap
Repair erosion on side slopes (side slopes are heavily eroded and gullies must be filled and ground cover established)
Establish ground cover with native grass and wildflower mix (sheet L2 of 2)
Verify storage volume and EOF elevations

Retaining Walls- Repair erosion at the ends of the retaining walls
Establish ground cover above and below retaining walls

Repair erosion and establish ground cover on entire project
All disturbed areas need to be established
Please note the seed mix requirements as shown on sheet L2 of 2
Developers engineer will certify the development grading is in accordance with the city approved plan dated 8-13-10

Street

Replace curb in cul-de-sac where the hydrant was relocated (scheduled next week, coordinated with Concord Blvd.)
Replace damaged curb next spring prior to placing wear course.
Replace damaged castings next spring prior to placing wear course
Pave wear course next year
Establish ground cover by cross gutter

Miscellaneous

Plant trees as shown on sheet L1 of 2
Once ground cover is established all erosion control measures must be removed.
Place conservation easement signs at locations shown on sheets G1 and G2 of 6
Remove all miscellaneous construction debris, wood and stockpiles from project.
Provide As-built plans

CITY PROJECT NO. 2009-11 – CONCORD BOULEVARD PHASE 3
DECEMBER 1, 2010 PUNCH LIST

Water Main

1. Hydrant at end of Linden needs to be lowered 6".

Storm Sewer (starting at 65th Street working north)

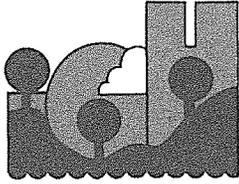
1. MH 5195 Casting has the wrong lid.
2. MH 5210B Raise to grade and inspection next year.
3. CB/MH 5250 Remove sediment 1st two pipes NE
4. MH 5257 Remove gravel in all pipes towards CB 5256 (south)
5. CB 5258 Vacuum out line to west.
6. CB 5258A Remove sediment 1st pipe west; cement lift hole.

Inspecting 54" pipe from CB/MH 5210A to CB/MH 5234

7. CB/MH 5217 Remove cement in pipe towards CB 5216 (west)
8. CB/MH 5219 Chip cement out of 1st pipe to north and 1st pipe south.
Remove sediment 2nd and 3rd pipe to north.
9. CB/MH 5221 Chip cement out of 1st pipe south; chip cement out of 1st pipe west.
10. CB/MH 5224 Cement under casting, remove cement 1st pipe south; cement all lift holes (4); touch up south doghouse; remove cement 1st pipe north.
11. CB/MH 5227 Remove cement from 1st pipe west.
12. CB/MH 5229 Remove cement from 1st pipe north.
13. CB/MH 5234 Vacuum line to west to MH 5232A on Upper 61st Path.
14. CB/MH 5236 Chip out cement 1st pipe west. Chip out high point in invert of structure.
Vacuum line to north.
15. CB/MH 5239 Cement under casting; vacuum line to north.
16. CB/MH 5241 Chip out concrete 1st pipe north; remove rocks; 1st pipe west.
17. CB/MH 5252 Chip out concrete 1st pipe north.
18. CB/MH 5255 Chip out concrete 1st pipe south; cement lift holes; remove rocks and brick
2nd pipe north; remove rocks 3rd pipe north.
19. CB/MH 5255A Remove sediment from first 5 or 6 pipes west.

Linden Street and heading south to Dawn Avenue

20. CB/MH 5264 Pour invert and doghouses (2).
21. CB/MH 5263 Re-do north doghouse; vacuum lines to south and east; remove sediment
from invert.
22. CB/MH 5262 Remove all sediment from structure for inspection.
23. CB 5260 Patch doghouse – remove concrete and gravel from bottom and pour
invert.
24. MH 6013 Wrong casting.
25. MH 6014 Wrong casting.
26. MH 6015 Wrong lid (incorrect sized pick holes).



City of Inver Grove Heights

www.ci.inver-grove-heights.mn.us

December 1, 2010

Mr. Marlon Danner
Danner, Inc.
843 Hardman Avenue South
South St. Paul, MN 55075

Re: City Project No. 2009-11 – Concord Boulevard Reconstruction Phase 3
Updated Punch List

Dear Mr. Danner:

Enclosed please find the updated utility punch list for this project.

If you have any questions or concerns, please feel free to contact me at 651-450-2574.

Sincerely,

Peter T. Hindman
Sr. Engineering Technician

PTH/kf
Enclosure

cc: Ross Beckwith, Dakota County Construction Engineer
David Thao, Dakota County Project Engineer
Thomas J. Kaldunski, City Engineer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. TWENTY- FOUR FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: June 27, 2011
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

CS

	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other – Project Budget

PURPOSE/ACTION REQUESTED Consider the attached Change Order No. 24 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

SUMMARY As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

As Council will also recall, the amounts reflected in some Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000.

ASI 095 Modify ductwork and diffusers serving concourse and lobby. Modifications to concourse and lobby ductwork and to coordinate with field conditions. \$2,411 and 2 days

ASI 096 Aluminum closure at skewed curtain wall above lobby. Provide aluminum closure panel where skewed curtain wall above lobby intersects louver. Documents did not fully address this condition. \$511

PR 108 Penthouse guardrail repair. Field condition required filling opening of penthouse stair guardrail after demolition of ductwork. \$1,048

PR 126 Insulation below upper level radiant heat. Change in insulation type under radiant slab where exposed to basement. Requested by code official. \$2,284

PR 135 Floor tile in lieu of polished concrete at staff restrooms. Field condition: Upon removal of existing ceramic tile, existing concrete floor was found to be damaged and unsuitable for intended polished concrete finish. \$7,565 and 5 days

PR 142R W24 Window head modification. Field condition: Modification to W24 head detail to coordinate with existing construction exposed during demolition. \$4,179 and 3 days

PR 145 Partition to ribbon window closure. Clarification of acoustic separation detail between offices. \$3,094

PR 148 Mechanical revisions at Electrical 1188. Add exhaust fan makeup air duct and louver for existing electrical room. One was not present. \$2,590

PR 152 Delete venetian plaster at Halls 2211 and 2215. Obtain credit for providing painted gypsum board in lieu of venetian plaster wall finish at two hallways. The hallways were originally anticipated to be accessible to the public, but will actually be primarily for staff use.
CREDIT \$2,573

PR 160 Modifications to Door P02A. At penthouse exterior door, delete new pair of doors and frame. Reuse existing frame with new door and hardware. CREDIT \$901

PR 176 Remedial work at old stoop. Field condition: Additional demolition required at old police entry stoop to accommodate new paving. \$1,043

PR 181 Spandrel condition at Vestibule 2222. Within the vestibule, where adjacent above ceiling construction is visible through the high glass, add an opaque film to the glass to conceal the above ceiling construction. \$442

PR 182 Code required changes to existing elevator. Existing conditions: Upgrades to existing elevator electrical systems, and an additional fire extinguisher, required by the State Elevator Inspector following an on-site review. \$4,563 and 2 days

GCPR 38 Move thermostat at Patrol room. Relocation of thermostat at Patrol 2140 to avoid conflict with furniture panel. \$274

The Contract amount is reflected to decrease \$26,530 for a revised contract total of \$12,038,871.10.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$49,919.90 with the above change/amount.

CHANGE ORDER

OWNER _____
 ARCHITECT _____
 CONTRACTOR _____
 FIELD _____
 OTHER _____

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Twenty Four (24)
		DATE:	June 27, 2011
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

	Description	Cost	Days
1.	ASI 095 Modify Ductwork and Diffusers Serving Concourse and Lobby	\$2,411	2
2.	ASI 096 Aluminum closure at Skewed Curtain Wall above Lobby	\$511	0
3.	PR 108 Penthouse guardrail repair	\$1,048	0
4.	PR 126 Change insulation below upper level radiant heat	\$2,284	0
5.	PR 135 Floor Tile in lieu of polished concrete at staff restrooms	\$7,565	5
6.	PR 142R Modify Detail at Window W24 Head Condition	\$4,179	3
7.	PR 145 Provide closure between partition and glass at offices	\$3,094	0
8.	PR 148 Mechanical revisions at Electrical 1188	\$2,590	0
9.	PR 152 Delete Venetian plaster at Halls 2211 and 2215	-\$2,573	0
10.	PR 160 Modify Door P02A	-\$901	0
11.	PR 176 Remedial work at old stoop	\$1,043	0
12.	PR 181 Provide spandrel glass at Vestibule 2222	\$442	0
13.	PR 182 Code required improvements to existing elevator	\$4,563	2
14.	GCPR 38 Move Thermostat at Patrol Room	\$274	0

The original Contract Sum was	\$11,501,900.00
Net change by previously authorized Change Orders	\$510,441.10
The Contract Sum prior to this Change Order was	\$12,012,341.10
The Contract Sum will be (increased) (decreased) (unchanged) by this change order in the amount of	\$26,530.00
The new Contract Sum including this Change Order will be	\$12,038,871.10

The Contract time will be (increased) (decreased) (unchanged). 12 Days

The dates of Substantial Completion therefore are (increased) (decreased) (unchanged)
 Phase IB: Construct Public Safety Addition (unchanged) Phase IB: July 25, 2010
 Phase IIB: Construct City Hall Addition and Renovate Existing Building (Increased) Phase IIB: Sept. 15, 2011

CHANGE ORDER NO. 24
IGH Public Safety Addition & City Hall Remodel
1643.01

Authorized:

ARCHITECT

Boarman Kroos Vogel Group, Inc.
Address
222 N. 2nd Street
Minneapolis, MN 55401

CONTRACTOR

Shaw-Lundquist & Associates
Address
2757 West Service Road
St. Paul, MN 55121

OWNER

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

BY _____

BY _____

BY _____

Jack Boarman, President

DATE

DATE

DATE

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: June 27, 2011
Item Type: Administration
Contact: Joe Lynch, City Administrator
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
- Other

PURPOSE/ACTION REQUESTED

Appoint Lt. Larry Stanger as Interim Police Chief of the Inver Grove Heights Police Department.

SUMMARY

With the retirement of Chuck Kleckner as Police Chief effective June 30, 2011, the Inver Grove Heights Police Department needs a Department Head to manage the day to day activities, prepare the 2012 Budget and continue to work with all of our Dakota County Police Departments as well as the Dakota County Sheriff.

As previously mentioned, Chief Kleckner has engaged Lt. Stanger in an education and learning process about all of the various parts of the operation. He has taken Lt. Stanger to the various meetings throughout Dakota County to familiarize him with all of the agencies, their representatives and the activities of each of those groups. Lt. Stanger has served as the supervisor of all of the Patrol officers and as the supervisor of the Investigators and Clerical support staff. With the retirement of Lt. Salmey, Lt. Stanger remains as the sole management representative who knows, understands and has worked all of the various aspects of the Police Department.

This Interim appointment would be for a six (6) month period during which Council and I would evaluate his performance based upon goals established and feedback received from Patrol Officers, Department Heads, the public and interactions Council will have with Interim Chief Stanger. I recommend appointment of Larry Stanger as Interim Police Chief effective July 1, 2011 for a six month period at the conclusion of which a determination will be made whether to consider making that appointment a permanent one or to go out and go through a full hiring process. I will make a determination on the interim salary rate for this position and provide that information to you by your next regular Council meeting.