INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, APRIL 23, 2012
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS
   A. Presentation of Eric Bergum, Assistant Fire Chief
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

   A. i) Minutes – April 9, 2012 Council Work Session _____
      ii) Minutes – April 9, 2012 Regular Council Meeting _____

   B. Resolution Approving Disbursements for Period Ending April 18, 2012 _____

   C. Final Pay Voucher No. 9, Final Report, and Resolution Accepting Work for Technology Bid Package 27A, City Project 2008-18 Public Safety Addition/City Hall Renovation _____

   D. Approve Request for Proposal for Park and Recreation System Plan _____

   E. Approve Contract for Update of Heritage Village Park Master Plan _____

   F. Approve 2012 Tree Replacement Plan _____

   G. Approve Purchase of Capital Equipment _____

   H. Resolution Accepting Proposal form American Engineering Testing, Inc. for Construction Materials Testing Services for the 2012 Pavement Management Program, City Project 2011-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court _____

   I. Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for City Project 2011-09D – Urban Street Reconstruction, South Grove Area 6 _____

   J. Approve Massage Therapist License _____

   K. 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.

   A. Minnesota Department of Natural Resources

6. PUBLIC HEARINGS: None

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. IGH INVESTMENTS, LLC (ARGENTA HILLS); Consider a Resolution relating to a Final Plat and Final PUD Development Plan and related documents for Argenta Hills 4th Addition located along Auburn Court and Autumn Way _____

B. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance Amendment to allow Community Gardens as a permitted use in the residential and public/institutional zoning districts _____

PUBLIC WORKS:

C. CITY OF INVER GROVE HEIGHTS; Rescind Action for Alternative Bid for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court Street Reconstruction _____

D. CITY OF INVER GROVE HEIGHTS; Discuss Draft Feasibility Report and Consider Resolution Concerning Financing Analysis for City Project No. 2011-15 – Orchard Trail Improvements _____

FINANCE:

E. CITY OF INVER GROVE HEIGHTS; Consider the Third and Final Reading of an Ordinance to amend the city code, Title 8, Chapter 2, Section 10, Rates and Charges _____

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN

ITEM 4A – MINUTES OF APRIL 9th COUNCIL WORK SESSION & REGULAR COUNCIL MEETING

WILL BE DISTRIBUTED ON FRIDAY, APRIL 20th.

THANK YOU.

AGENDA ITEM _____4B_____

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

Meeting Date:	April 23, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Bill Schroepfer 651-450-2516	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of April 5, 2012 to April 18, 2012.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending April 18, 2012. The detail of these disbursements is attached to this memo.

General & Special Revenue	$256,283.27
Debt Service & Capital Projects	45,332.97
Enterprise & Internal Service	290,000.43
Escrows	4,545.85
Grand Total for All Funds	$596,162.52

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Accountant at 651-450-2488 or Bill Schroepfer, Accountant at 651-450-2516.

Attached to this summary for your action is a resolution approving the disbursements for the period April 5, 2012 to April 18, 2012 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING April 18, 2012

WHEREAS, a list of disbursements for the period ending April 18, 2012 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	$256,283.27
Debt Service & Capital Projects	45,332.97
Enterprise & Internal Service	290,000.43
Escrows	4,545.85
Grand Total for All Funds	$596,162.52

Adopted by the City Council of Inver Grove Heights this 23rd day of April, 2012.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 4/5/2012 - 4/18/2012

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE BLACKTOP, INC.	10356	03/30/2012	11/9 & 11/10 ASPHALT DEL.	101.43.5200.443.60016	1,050.00
ACE PAINT & HARDWARE	5101139/5	04/18/2012	CUST 501126	101.42.4000.421.60065	10.68
ACE PAINT & HARDWARE	510684/5	04/11/2012	501126	101.42.4200.423.40040	(4.51)
ACE PAINT & HARDWARE	5109745	03/28/2012	501126	101.43.5200.443.60016	29.34
AEM FINANCIAL SOLUTIONS, LLC	290196	04/18/2012	FINANCIAL MGMT SVC	101.41.2000.415.30700	9,000.00
AFSCME COUNCIL 5	INV0008435	04/06/2012	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	39.54
AFSCME COUNCIL 5	INV0008436	04/06/2012	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	805.24
AFSCME COUNCIL 5	INV0008437	04/06/2012	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	58.92
ALLINA HOSPITALS AND CLINICS	II10015468	02/29/2012	ITEM #MB1384	101.42.4200.423.60065	113.01
ARAMARK UNIFORM SERVICES	6297467633	04/04/2012	15353001	101.43.5200.443.60045	15.70
ARAMARK UNIFORM SERVICES	6297467633	04/04/2012	15353001	101.44.6000.451.60045	40.80
ASPEN MILLS	117166	01/19/2012	CUSTOMER PO ZOYA	101.42.4200.423.60045	41.15
BELLEISLE, MONICA	40612	04/11/2012	REIMB	101.42.4200.423.50065	50.79
BUREAU OF CRIMINAL APPREHENSION	34409	04/18/2012	CUST #12981	101.42.4000.421.40044	390.00
CARDIAC SCIENCE, INC.	1481297	04/11/2012	41630	101.42.4000.421.60065	360.18
CARIBOU COFFEE	3/15/12	04/17/2012	ELAN CC 4/17/12	101.41.1000.413.50075	25.69
CENTURY LINK	40612	04/11/2012	6514559072782	101.42.4200.423.50020	41.38
CHARLEY'S RESTAURANT	3/3/12	04/17/2012	ELAN CC 4/17/12	101.42.4200.423.50075	41.60
CITY OF SAINT PAUL	122607	04/18/2012	ACCT 1043084339 718500759534	101.42.4000.421.40042	95.01
COMFORT INN	3/4/12	04/17/2012	ELAN CC 4/17/12	101.42.4200.423.50075	331.14
COPY RIGHT	54628	04/18/2012	BOOKS EQUIP REPAIR WARNING TICKET	101.42.4000.421.50030	403.42
CORNIEA, RYAN	40612	04/11/2012	REIMB	101.42.4000.421.50075	13.99
CUB FOODS	3/7/12 & 3/19/12	04/17/2012	ELAN CC 4/17/12	101.41.1200.414.50075	23.25
CULLIGAN	2/22/12 - 3/19/12	04/11/2012	ACCT 15798459100-6	101.42.4200.423.60065	48.20
CULLIGAN	3/31/12	03/31/2012	ACCT 15798459100-6	101.42.4200.423.60065	40.54
DAKOTA COMMUNICATIONS CENTER	IG2012-02	04/18/2012	FEB 2012 MONTHLY DCC FEE GEN FUN	101.42.4000.421.70530	35,551.35
DAKOTA COMMUNICATIONS CENTER	IG2012-02	04/18/2012	FEB 2012 MONTHLY DCC FEE GEN FUN	101.42.4200.423.70501	3,950.15
DAKOTA COMMUNICATIONS CENTER	IG2012-02	04/18/2012	FEB 2012 MONTHLY DCC FEE GEN FUN	101.58.9100.580.70650	1,022.50
DAKOTA CTY PROP TAXATION & RECORDS	2679	04/11/2012	MAINT & AUTOMARKS	101.41.1100.413.40044	3,250.00
DAKOTA ELECTRIC ASSN	3-27-12	04/20/2012	ACCT 426713-4	101.43.5400.445.40020	0.11
DAKOTA ELECTRIC ASSN	4/20/12	03/27/2012	ACCT 4612214	101.43.5400.445.40020	22.55
DAKOTA ELECTRIC ASSN	4/4/12	04/18/2012	ACCT 109394-7	101.43.5400.445.40020	1,156.33
DAKOTA ELECTRIC ASSN	122703	04/11/2012	250165-8	101.44.6000.451.40020	54.55
DAKOTA ELECTRIC ASSN	20122703	04/11/2012	443054-2	101.44.6000.451.40020	12.73
DAKOTA ELECTRIC ASSN	32712	04/11/2012	246837-9	101.44.6000.451.40020	356.19
DAKOTA ELECTRIC ASSN	270312	04/11/2012	393563-2	101.44.6000.451.50020	153.05
DANIELS, JOHNNY	40612	04/11/2012	REIMB	101.42.4000.421.50075	62.05
DANNER LANDSCAPING	8599	04/07/2012	P O UTILITIES	101.43.5200.443.60016	36.34
DANNER LANDSCAPING	8608	04/07/2012	P O UTILITIES	101.43.5200.443.60016	18.17
DCA TITLE	A12-62173	04/18/2012	ABSTRACT FEES	101.44.6000.451.60065	105.00
DSM EXCAVATING COMPANY INC.	4/17/12	04/18/2012	RECEIPT 12207, CONTRACTOR LICENSE	101.45.0000.3219500	50.00
EBAY	3/7/12	04/17/2012	ELAN CC 4/17/12	101.42.4000.421.60065	29.90
ECOLAB VEHICLE CARE DIVISION	8340518	04/18/2012	ACCT 097014773	101.42.4200.423.60011	100.19
EDWARDS,MICHAEL	3/31/12	04/18/2012	SAFETY BOOTS	101.43.5100.442.60045	159.95
E-Z UP INC	3/23/12	04/17/2012	ELAN CC 4/17/12	101.42.4200.423.60040	1,011.84
FIRE EQUIPMENT SPECIALTIES, INC.	7500	04/18/2012	CUST #7015 IGHFD	101.42.4200.423.60045	351.48
FIRE INSTRUCTION & RESCUE EDUCATION	08967	04/20/2012	FF II REVIEW	101.42.4200.423.50080	440.00
FIRST IMPRESSION GROUP, THE	4791002	04/20/2012	PARK & REC BROCHURE	101.44.6000.451.50030	355.36
FIRST IMPRESSION GROUP, THE	47910-02	04/11/2012	KEVIN FINLEY	101.44.6000.451.50030	355.36
FIRSTSCRIBE	23960	04/20/2012	ROWAY WEB APPL	101.43.5100.442.40044	250.00
GARRIDO-BIAGETTI, HUGO	4/14/12	04/20/2012	2012 SS REFUND	101.203.2030200	29.92
HARRIS COMPUTER SYSTEMS	MN00054504	04/11/2012	INV1100	101.45.3300.419.40049	9,338.93
HEASER, LAVERN	40912	04/11/2012	FEIMB	101.42.4000.421.50075	18.00
HENNING FIRE PROTECTION EQUIPMENT	441194	04/11/2012	RECHARGES	101.42.4000.421.60065	30.00
IGH FIRE RELIEF ASSN	2012 PENSION CONT	04/20/2012	2012 PENSION CONT FIREFIGHTS RELIEF	101.42.4200.423.20500	25,000.00
INFINITY WIRELESS	31353	04/20/2012	P O ERIC BERGUM JOB TICKET 14975	101.42.4200.423.40042	105.00
INFINITY WIRELESS	31291	04/11/2012	ERIC BERGUM	101.42.4200.423.60040	315.01
IUOE	INV0008438	04/06/2012	UNION DUES IUOE	101.203.2031000	1,127.25
JCE TREE SERVICES	790	04/20/2012	BOYD CT BY JEFF LENGFELD	101.43.5200.443.40046	1,100.00
JIM MURR PLUMBING, INC.	29664	04/20/2012	IGH FIRE DEPT #1 70TH & CLAYTON	101.42.4200.423.40040	229.10
JIMMY JOHN'S SANDWICHES	3/19/12	04/17/2012	ELAN CC 4/17/12	101.41.1000.413.50075	95.88
KALDUNSKI, TOM	40612	04/11/2012	REIMB	101.43.5100.442.50070	60.00
KDV (KERN, DEWENTER, VIERE, LTD)	142881	04/18/2012	AUDIT FIN STATEMENTS YEAR END	101.41.2000.415.30100	7,000.00
KENISON, TERRI	33112	04/11/2012	MARCH 2012	101.42.4200.423.30700	908.44
KINKO'S, INC	062000004184	04/11/2012	10142400042150030	101.42.4000.421.50030	6.09
KINKO'S, INC	062000004203	04/11/2012	9980016701	101.42.4000.421.50030	5.59

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KINKO'S, INC	062300007900	04/11/2012	9980016701	101.42.4000.421.50030	58.87
L.T.G. POWER EQUIPMENT	152134	04/18/2012	CUST ID5656	101.44.6000.451.60040	159.00
L.T.G. POWER EQUIPMENT	152191	04/18/2012	CUST 5656	101.44.6000.451.60040	1,014.05
LELS	INV0008439	04/06/2012	UNION DUES (LELS)	101.203.2031000	1,170.00
LELS SERGEANTS	INV0008440	04/06/2012	UNION DUES (LELS SGT)	101.203.2031000	210.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.41.1000.413.30420	5,380.29
LEVANDER, GILLEN & MILLER P.A.	3/31/12 B	04/18/2012	3/31/12	101.42.4000.421.30410	3,885.92
LEVANDER, GILLEN & MILLER P.A.	3/31/12 B	04/18/2012	3/31/12	101.42.4000.421.30410	598.33
LEVANDER, GILLEN & MILLER P.A.	3/31/12 B	04/18/2012	3/31/12	101.42.4000.421.30410	2,803.98
LEVANDER, GILLEN & MILLER P.A.	3/31/12 B	04/18/2012	3/31/12	101.42.4000.421.30410	4,184.76
LEVANDER, GILLEN & MILLER P.A.	3/31/12 B	04/18/2012	3/31/12	101.42.4000.421.30410	1,564.08
LEVANDER, GILLEN & MILLER P.A.	3/31/12 B	04/18/2012	3/31/12	101.42.4000.421.30410	1,416.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.42.4000.421.30420	8.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.42.4000.421.30420	804.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.42.4000.421.30420	24.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.42.4000.421.30420	36.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.43.5000.441.30420	3,453.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.43.5100.442.30420	16.98
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.44.6000.451.30420	2,844.49
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.45.3000.419.30420	304.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.45.3200.419.30420	76.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.45.3200.419.30420	5,445.52
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	101.45.3300.419.30420	146.45
LOCAL GOVERNMENT INFORMATION SYSTEM	34951	04/18/2012	APPL POLICE APS AND MCD	101.42.4000.421.70300	1,419.00
LYNCH, JOE	40612	04/11/2012	REIMB	101.41.1100.413.50075	35.18
M & J SERVICES, LLC	195	04/20/2012	LABOR UP 55TH	101.43.5200.443.40066	11,765.00
MADSEN, BENNETT	40612	04/11/2012	REIMB	101.42.4000.421.50075	7.53
MCLEAN, ANDREW	AUTO REPAIRS	04/20/2012	AUTO REPAIRS	101.42.4200.423.40042	4.27
METROPOLITAN COUNCIL ENVIRON SRVCS	CM0000207	04/20/2012	MARCH 2012 B	101.41.0000.3414000	(70.95)
MINNEAPOLIS OXYGEN CO.	113505	04/20/2012	ACCT 113505	101.42.4200.423.40040	80.18
MINNEAPOLIS OXYGEN CO.	171036049	04/20/2012	ACCT 113504	101.42.4200.423.40042	14.58
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0008387	04/06/2012	RICK JACKSON FEIN/TAXPAYER ID: 4160052	101.203.2032100	301.33
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0008388	04/06/2012	JUSTIN PARRANTO FEIN/TAXPAYER ID: 4160	101.203.2032100	665.06
MN CHIEFS OF POLICE ASSOCIATION	3/27/12	04/17/2012	ELAN CC 4/17/12	101.42.4000.421.60065	61.99
MN DEPT OF LABOR & INDUSTRY	MARCH 2012 SURCHARGE ACH	04/12/2012	MARCH 2012 SURCHARGE ACH	101.207.2070100	1,413.25
MN DEPT OF LABOR & INDUSTRY	MARCH 2011 SURCHARGE ACH	04/12/2012	MARCH 2012 SURCHARGE ACH	101.41.0000.3414000	(28.27)
MUNICIPAL EMERGENCY SERVICES, INC.	00302849_SNV	04/20/2012	SALES ORDER SO_26071	101.42.4200.423.60045	319.00
MUNICIPALS	4/18/12	04/18/2012	MUNICI PALS WORKSHOP	101.42.4000.421.50080	195.00
MUNICI-PALS	40612	04/11/2012	2012 MEMBERSHIP DUES	101.41.1100.413.50070	25.00
NEXTEL COMMUNICATIONS	634573312-124	04/11/2012	634573312	101.42.4000.421.50020	199.01
NEXTEL COMMUNICATIONS	40612	04/11/2012	266183728	101.42.4200.423.50020	552.74
NEXTEL COMMUNICATIONS	266183728-089	04/11/2012	266183728	101.42.4200.423.50020	535.78
NEXTEL COMMUNICATIONS	266183728-090	04/11/2012	266183728	101.42.4200.423.50020	542.13
NFSA MEMBERSHIP	3/15/12	04/17/2012	ELAN CC 4/17/12	101.42.4200.423.50070	85.00
OFFICEMAX INC	3/2/12 & 3/5/12 & 3/27/12	04/17/2012	ELAN CC 4/17/12	101.42.4200.423.60065	53.86
OPTUMHEALTH	162744	04/11/2012	CITY IGH	101.41.1100.413.30550	22.10
OPTUMHEALTH	162744	04/11/2012	CITY IGH	101.41.2000.415.30550	19.39
OPTUMHEALTH	162744	04/11/2012	CITY IGH	101.42.4000.421.30550	84.75
OPTUMHEALTH	162744	04/11/2012	CITY IGH	101.43.5000.441.30550	6.65
OPTUMHEALTH	162744	04/11/2012	CITY IGH	101.43.5100.442.30550	28.75
OPTUMHEALTH	162744	04/11/2012	CITY IGH	101.44.6000.451.30550	10.68
OPTUMHEALTH	162744	04/11/2012	CITY IGH	101.45.3000.419.30550	12.30
OPTUMHEALTH	162744	04/11/2012	CITY IGH	101.45.3300.419.30550	12.30
PETTY CASH	RABIES/LICENSE CLINIC 2012	04/12/2012	RABIES/LICENSE CLINIC 2012	101.100.1010400	300.00
PRECISE MRM	303965	04/20/2012	PRECISE FEB2012INV	101.43.5200.443.50070	14.45
PUSH PEDAL PULL	5016786-IN	04/11/2012	3605224	101.42.4200.423.40042	522.79
RCM SPECIALTIES, INC.	3301	04/20/2012	PATCHING	101.43.5200.443.40046	6,807.00
REGINA MEDICAL GROUP	4/7/12	04/18/2012	ACCT 80000595	101.42.4000.421.30700	90.00
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	101.41.1100.413.60070	47.81
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	101.41.2000.415.60071	20.19
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	101.45.3000.419.60010	47.13
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	101.45.3300.419.60040	161.73
SAM'S CLUB	3/19/12 FIRE DEPT	04/11/2012	7715090401334891	101.42.4200.423.60011	30.47
SCHIELD KEVIN	3/31/12	04/18/2012	ICE, SODA WATER	101.42.4000.421.50075	3.65
SCHIELD KEVIN	3/31/12	04/18/2012	ICE, SODA WATER	101.42.4000.421.50075	17.89
SMITH KRISTI	3/21/12	04/18/2012	MN GFOA MTG	101.41.2000.415.50075	20.00
SOLBERG AGGREGATE CO	7850	04/20/2012	CRUSHED LIME ROCK	101.43.5200.443.60016	1,092.31
SOUTH CENTRAL TECHNICAL COLLEGE	110633	04/18/2012	CUST ID 62184 FIRE SCHOOL	101.42.4200.423.50080	120.00
SPRINT	166309819+052	04/11/2012	166309819	101.42.4000.421.50020	260.00
STREICHER'S	I917441	04/11/2012	SGT DANIELS	101.42.4000.421.60018	1,122.51
STREICHER'S	I921435	04/18/2012	ORDER 3S1009557	101.42.4000.421.60018	2,954.56
TIMESAVER OFF SITE SECRETARIAL INC	M18970	04/11/2012	CITY COUNCIL MTNG 3/26	101.41.1100.413.30700	141.00
TRACTOR SUPPLY CREDIT PLAN	0167204	04/20/2012	TICKET 67204	101.43.5200.443.60016	53.55
TRACTOR SUPPLY CREDIT PLAN	0167847	04/20/2012	TICKET 67847	101.43.5200.443.60040	21.40

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRANS UNION LLC	03217514	04/11/2012	0924V0008542	101.41.1100.413.30500	12.40
TURITTO'S PIZZA	3/12/12	04/17/2012	ELAN CC 4/17/12	101.41.1000.413.50075	99.94
TWIN CITIES OCCUPATIONAL HEALTH PC	101902333	04/18/2012	ACCT N26-12510018589	101.41.1100.413.30500	570.00
UNIFORMS UNLIMITED	99919 B	04/18/2012	ACCT 114866	101.42.4000.421.60045	2.51
UNIFORMS UNLIMITED	115455	04/11/2012	114866	101.42.4000.421.60045	114.07
UNITED WAY	INV0008441	04/06/2012	UNITED WAY	101.203.2031300	160.00
UNIVERSITY NATIONAL BANK	INV0008424	04/06/2012	STEVE HER FILE #62-CV-07-3401	101.203.2031900	457.12
US POSTMASTER - IGH	4/10/12	04/20/2012	STAMPS POLICE CHIEF	101.42.4000.421.50035	132.00
USA MOBILITY WIRELESS INC	V0317409D	04/18/2012	ACCT 317409-1	101.42.4000.421.50020	4.89
VANDERHEYDEN LAW OFFICE, P.A.	INV0008386	04/06/2012	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	360.78
WINGET, DAVE	2/14/12	04/18/2012	PROTECTIVE VEST	101.42.4000.421.60045	547.99
XCEL ENERGY	4/9/12	04/18/2012	ACCT 51-5185446-3	101.42.4000.421.40042	42.42
XCEL ENERGY	51-6431857-4	04/18/2012	STATEMENT 320383782	101.42.4200.423.40010	971.46
XCEL ENERGY	51-6431857-4	04/18/2012	STATEMENT 320383782	101.42.4200.423.40020	1,013.44
XCEL ENERGY	319785134	04/11/2012	51-8849473-7	101.43.5400.445.40020	82.77
XCEL ENERGY	319811502	04/11/2012	51-9782436-1	101.43.5400.445.40020	108.77
XCEL ENERGY	4/3/12	04/18/2012	ACCT 516435129-1 STATEMENT 320384830	101.43.5400.445.40020	93.25
Fund: 101 - GENERAL FUND					**180,127.98**
BENGTSON, NICOLE	33012	04/11/2012	FEB MARCH REIMB	201.44.1600.465.50065	96.91
BENGTSON, NICOLE	33012	04/11/2012	FEB MARCH REIMB	201.44.1600.465.50075	33.72
RIVER HEIGHTS CHAMBER OF COMMERCE	2363	04/11/2012	NICOLE BENGTSON	201.44.1600.465.30700	1,666.67
RIVER HEIGHTS CHAMBER OF COMMERCE	2363	04/11/2012	NICOLE BENGTSON	201.44.1600.465.40065	200.00
RIVER HEIGHTS CHAMBER OF COMMERCE	2371	04/11/2012	NICOLE BENGTSON	201.44.1600.465.40065	100.00
RIVER HEIGHTS CHAMBER OF COMMERCE	2371	04/11/2012	NICOLE BENGTSON	201.44.1600.465.50035	27.57
Fund: 201 - C.V.B. FUND					**2,124.87**
DOLLAR TREE	3/8/12	04/17/2012	ELAN CC 4/17/12	204.44.6100.452.60009	24.57
FIRST IMPRESSION GROUP, THE	4791002	04/20/2012	PARK & REC BROCHURE	204.44.6100.452.50030	4,797.34
FIRST IMPRESSION GROUP, THE	47910-02	04/11/2012	KEVIN FINLEY	204.44.6100.452.50030	4,797.34
FIRST IMPRESSION GROUP, THE	4791002	04/20/2012	PARK & REC BROCHURE	204.44.6100.452.50035	16.51
FIRST IMPRESSION GROUP, THE	47910-02	04/11/2012	KEVIN FINLEY	204.44.6100.452.50035	16.51
IGH SENIOR CLUB	40412	04/11/2012	JUDY WONICK	204.227.2271000	1,287.00
IGH/SSP COMMUNITY EDUCATION	40412	04/11/2012	JUDY WONICK	204.227.2271000	1,265.00
MRPA	3/19/12	04/17/2012	ELAN CC 4/17/12	204.44.6100.452.50080	10.00
OPTUMHEALTH	162744	04/11/2012	CITY IGH	204.44.6100.452.30550	13.09
PARTY CITY EAGAN	3/16/12	04/17/2012	ELAN CC 4/17/12	204.44.6100.452.60009	43.95
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	204.44.6100.452.60010	17.12
SAM'S CLUB	3/23/12 PARK & REC	04/11/2012	7715 0900 6570 2540	204.44.6100.452.50070	140.00
SAM'S CLUB	3/23/12 PARK & REC	04/11/2012	7715 0900 6570 2540	204.44.6100.452.60009	11.02
SAM'S CLUB	3/23/12 PARK & REC	04/11/2012	7715 0900 6570 2540	204.44.6100.452.60009	322.73
SAM'S CLUB	3/23/12 PARK & REC	04/11/2012	7715 0900 6570 2540	204.44.6100.452.60009	8.03
SAM'S CLUB	3/23/12 PARK & REC	04/11/2012	7715 0900 6570 2540	204.44.6100.452.60009	47.69
SAM'S CLUB	3/23/12 PARK & REC	04/11/2012	7715 0900 6570 2540	204.44.6100.452.60009	55.90
SAM'S CLUB	3/23/12 REC	04/11/2012	ACCOUNT 7715 0900 6570 2540	204.44.6100.452.60009	(16.27)
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	204.44.6100.452.60009	41.36
SKATEVILLE	328492	04/11/2012	JASON	204.44.6100.452.50090	176.00
THOEMKE CHRISTINE	3/28/12	04/18/2012	REFUND OF CLASS	204.44.0000.3470000	45.00
Fund: 204 - RECREATION FUND					**13,119.89**
ACE PAINT & HARDWARE	5108715	04/11/2012	501126	205.44.6200.453.60012	14.13
ACE PAINT & HARDWARE	5108765	04/11/2012	501126	205.44.6200.453.60012	(1.22)
ACE PAINT & HARDWARE	5109785	04/11/2012	501126	205.44.6200.453.60012	8.54
AIM ELECTRONICS	35263	04/11/2012	30176	205.44.6200.453.40042	414.21
AMERICAN RED CROSS - HEALTH & SAFETY SERVICES	3/2/12	04/17/2012	ELAN CC 4/17/12	205.44.6200.453.50080	90.00
APEC	117578	04/11/2012	PER JOE	205.44.6200.453.60016	89.01
COCA COLA BOTTLING COMPANY	118497616	04/18/2012	WATER, POWERADE	205.44.6200.453.76100	268.27
COMDATA CORPORATION	4/1/12	04/18/2012	ACCT CODE RH172	205.44.6200.453.60065	3.84
CULLIGAN-METRO	101X24094404	04/18/2012	REBUILD KIT, LABOR	205.44.6200.453.40040	4,387.40
ECSI SYSTEM INTEGRATORS	10124	04/11/2012	WO #1202041	205.44.6200.453.40040	1,468.39
ECSI SYSTEM INTEGRATORS	10124	04/11/2012	WO #1202041	205.44.6200.453.40040	1,468.39
FERRELLGAS	31212	04/11/2012	7757735	205.44.6200.453.60021	375.82
FIRST IMPRESSION GROUP, THE	4791002	04/20/2012	PARK & REC BROCHURE	205.44.6200.453.50030	4,975.04
FIRST IMPRESSION GROUP, THE	4791002	04/20/2012	PARK & REC BROCHURE	205.44.6200.453.50030	267.19
FIRST IMPRESSION GROUP, THE	47910-02	04/11/2012	KEVIN FINLEY	205.44.6200.453.50030	267.19
FIRST IMPRESSION GROUP, THE	47910-02	04/11/2012	KEVIN FINLEY	205.44.6200.453.50030	4,975.04
FIRST IMPRESSION GROUP, THE	4791002	04/20/2012	PARK & REC BROCHURE	205.44.6200.453.50035	16.51
FIRST IMPRESSION GROUP, THE	47910-02	04/11/2012	KEVIN FINLEY	205.44.6200.453.50035	16.51
GERTENS	3094-1	04/18/2012	DAMAGE DEP REIMBURSEMENT & CANCEL	205.44.0000.3492500	900.00
GRAINGER	9785366767	04/11/2012	216016	205.44.6200.453.60016	45.43
GRAINGER	9786976424	04/11/2012	256016	205.44.6200.453.60016	158.16
HILLYARD INC	600167416	04/11/2012	2474069	205.44.6200.453.60011	58.36
HILLYARD INC	600167416	04/11/2012	2474069	205.44.6200.453.60011	58.35
HILLYARD INC	800018899	04/11/2012	274069	205.44.6200.453.60011	(57.63)
HILLYARD INC	800018899	04/11/2012	274069	205.44.6200.453.60011	(57.62)
HILLYARD INC	600170961	04/11/2012	274069	205.44.6200.453.60011	167.22
HILLYARD INC	600170961	04/11/2012	274069	205.44.6200.453.60011	167.22

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HUGHES BOB	4/9/12	04/18/2012	OVERCHARGE MEMBESHIP FEE	205.44.0000.3490100	6.00
KRAMES STAYWELL, LLC	6772145	04/18/2012	CUST 660452	205.44.6200.453.60018	123.91
MENARDS - WEST ST. PAUL	93965	04/11/2012	30170270	205.44.6200.453.60011	14.96
MENARDS - WEST ST. PAUL	93965	04/11/2012	30170270	205.44.6200.453.60016	18.26
MENARDS - WEST ST. PAUL	98434	04/11/2012	30170270	205.44.6200.453.60016	9.27
MENARDS - WEST ST. PAUL	93965	04/11/2012	30170270	205.44.6200.453.60040	185.98
MENARDS - WEST ST. PAUL	98434	04/11/2012	30170270	205.44.6200.453.60065	38.50
METRO GROUP INC, THE	PI 316411	04/11/2012	INV330-00	205.44.6200.453.60011	124.51
METRO GROUP INC, THE	PI 316411	04/11/2012	INV330-00	205.44.6200.453.60011	124.51
NAC MECHANICAL & ELECTRICAL SERVICE	80991	04/18/2012	CLIENT 8712-1, WORK ORDER 155565	205.44.6200.453.40040	192.00
NOR SADIA	4/10/12	04/18/2012	REIMBURSEMENT FOR CLASS	205.44.0000.3493501	54.00
OPTUMHEALTH	162744	04/11/2012	CITY IGH	205.44.6200.453.30550	5.65
OPTUMHEALTH	162744	04/11/2012	CITY IGH	205.44.6200.453.30550	28.23
OPTUMHEALTH	162744	04/11/2012	CITY IGH	205.44.6200.453.30550	5.65
OPTUMHEALTH	162744	04/11/2012	CITY IGH	205.44.6200.453.30550	5.65
PETTY CASH - ATM	4/6/12	04/20/2012	REIMBURSE ATM CHECKING BANK FEES	205.44.6200.453.70440	16.39
RECREATION SUPPLY COMPANY	237152	04/11/2012	M09501	205.44.6200.453.40040	337.73
ROACH, RICK	40612	04/11/2012	REIMB	205.44.6200.453.50065	16.65
ROACH, RICK	40612	04/11/2012	REIMB	205.44.6200.453.50065	34.42
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	8.98
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	46.68
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	39.99
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	16.04
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	10.16
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	15.09
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.60065	44.50
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.76050	20.68
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.76050	13.68
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.76050	13.58
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.76050	13.58
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.76100	15.94
SAM'S CLUB	3/23/12 VMCC	04/11/2012	ACCOUNT 7715 0900 6160 6950	205.44.6200.453.76100	6.88
TRACTOR SUPPLY CREDIT PLAN	66752	04/11/2012	CITY IGH	205.44.6200.453.60045	39.96
TRACTOR SUPPLY CREDIT PLAN	66972	04/11/2012	CITY IGH	205.44.6200.453.60045	27.34
UNITED REFRIGERATION, INC.	1034925	04/11/2012	33614279-00	205.44.6200.453.40040	4.79
UNITED REFRIGERATION, INC.	34005919-00	04/11/2012	1034925	205.44.6200.453.40040	36.40
VANCO SERVICES LLC	33112	04/11/2012	MARCH 2012	205.44.6200.453.70600	81.00
W W GOETSCH ASSOC INC	88450	04/18/2012	LAP POOL	205.44.6200.453.40040	509.94
XCEL ENERGY	3/5/12	04/18/2012	ACCT 516867948-7 STATEMENT 316820350	205.44.6200.453.40010	12,558.27
XCEL ENERGY	3/5/12	04/18/2012	ACCT 516867948-7 STATEMENT 316820350	205.44.6200.453.40010	3,271.83
XCEL ENERGY	3/5/12	04/18/2012	ACCT 516867948-7 STATEMENT 316820350	205.44.6200.453.40020	11,308.36
XCEL ENERGY	3/5/12	04/18/2012	ACCT 516867948-7 STATEMENT 316820350	205.44.6200.453.40020	10,790.84
ZUMBA	3/21/12	04/17/2012	ELAN CC 4/17/12	205.44.6200.453.50070	30.00
Fund: 205 - COMMUNITY CENTER					**60,810.53**
EHLERS AND ASSOCIATES, INC.	62787	04/18/2012	SFA MATERIAL EVENTS NOTICE	290.45.3000.419.30150	100.00
Fund: 290 - EDA					**100.00**
BRAUN INTERTEC CORPORATION	349287	04/11/2012	I09213	402.44.6000.451.30700	13,906.85
Fund: 402 - PARK ACQ. & DEV. FUND					**13,906.85**
METROPOLITAN COUNCIL ENVIRON SRVCS	MARCH 2012	04/20/2012	MONTH MARCH	404.217.2170000	7,095.00
Fund: 404 - SEWER CONNECTION FUND					**7,095.00**
DAKOTA CTY PROP TAXATION & RECORDS	2660	04/11/2012	TAX INC FINANCE CHRG FOR 2011	405.57.9000.570.30700	525.00
Fund: 405 - NORTH SIDE WTR STOR. FAC.					**525.00**
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	423.72.5900.723.30420	27.00
Fund: 423 - 2003 IMPROVEMENT FUND					**27.00**
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	425.72.5900.725.30420	344.50
Fund: 425 - 2005 IMPROVEMENT FUND					**344.50**
CONSTRUCTION BULLETIN	66053	04/11/2012	66661	431.73.5900.731.50025	217.00
CONSTRUCTION BULLETIN	66224	04/11/2012	66661	431.73.5900.731.50025	217.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	431.73.5900.731.30420	640.00
LILLIE SUBURBAN NEWSPAPERS	3/29/12	04/20/2012	ACCT 001363	431.73.5900.731.50025	140.88
PEER ENGINEERING, INC	0018316	04/11/2012	22032.00	431.73.5900.731.30310	1,850.00
RAMY TURF PRODUCTS	OP-23574-06	04/18/2012	LOT CODE	431.73.5900.731.80100	489.82
RAMY TURF PRODUCTS	OP-23657-06	04/18/2012	LOT CODE	431.73.5900.731.80100	382.62
RAMY TURF PRODUCTS	OP-23688-06	04/18/2012	LOT CODE	431.73.5900.731.80100	278.95
Fund: 431 - 2011 IMPROVEMENT FUND					**4,216.27**
CONSTRUCTION BULLETIN	66053	04/11/2012	66661	440.74.5900.740.50025	239.75
CONSTRUCTION BULLETIN	66053	04/11/2012	66661	440.74.5900.740.50025	245.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	440.74.5900.740.30420	34.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	440.74.5900.740.30420	161.50
LILLIE SUBURBAN NEWSPAPERS	3/29/12	04/20/2012	ACCT 001363	440.74.5900.740.50025	177.63
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**857.88**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EAGAN, CITY OF	33012	04/11/2012	QRTYLY	441.207.2070500	2,208.60
Fund: 441 - STORM WATER MANAGEMENT					**2,208.60**
PEER ENGINEERING, INC	0018317	04/11/2012	22026.00	446.74.5900.746.30300	1,850.00
STREET FLEET	293722	04/11/2012	17498	446.74.5900.746.50035	29.37
Fund: 446 - NW AREA					**1,879.37**
DAKOTA CTY PROP TAXATION & RECORDS	2660	04/11/2012	TAX INC FINANCE CHRG FOR 2011	452.57.9000.570.30700	4,875.00
Fund: 452 - SPRINGWOOD PONDS TIF#3-1					**4,875.00**
DAKOTA CTY PROP TAXATION & RECORDS	2660	04/11/2012	TAX INC FINANCE CHRG FOR 2011	453.57.9000.570.30700	8,325.00
EHLERS AND ASSOCIATES, INC.	344447	04/18/2012	TIF REPORTING	453.57.9000.570.30150	1,072.50
Fund: 453 - SE QUADRANT TIF DIST 4-1					**9,397.50**
ACE PAINT & HARDWARE	5109375	03/26/2012	501126	501.50.7100.512.60016	6.40
ACE PAINT & HARDWARE	5109775	03/28/2012	501126 3/28/12	501.50.7100.512.60016	7.26
ACE PAINT & HARDWARE	5110035	04/11/2012	501126	501.50.7100.512.60016	21.36
ACE PAINT & HARDWARE	5110135	03/30/2012	501126	501.50.7100.512.60016	18.15
ACE PAINT & HARDWARE	5110185	03/30/2012	501126 3/30/12	501.50.7100.512.60016	9.37
AMERICAN FLAGPOLE & FLAG CO	98614	04/18/2012	P O DAN	501.50.7100.512.60016	77.70
CITY OF BLOOMINGTON	3/31/12	04/20/2012	P/A TOTAL COLIFORM	501.50.7100.512.30700	410.00
EAGAN, CITY OF	13112	04/11/2012	JANUARY 2012	501.50.7100.512.40005	3,341.43
EAGAN, CITY OF	JAN 2012	04/11/2012	JANUARY 2012	501.50.7100.512.40005	18.00
EAGAN, CITY OF	22912	04/11/2012	FEBRUARY 2012	501.50.7100.512.40005	2,897.28
EAGAN, CITY OF	FEB 2012	04/11/2012	FEBRUARY 2012	501.50.7100.512.40005	16.74
EAGAN, CITY OF	33012	04/11/2012	QRTYLY	501.50.7100.512.40005	14,694.80
EAGAN, CITY OF	33112	04/11/2012	MARCH 2012	501.50.7100.512.40005	2,199.56
EAGAN, CITY OF	MARCH 2012	04/11/2012	MARCH 2012	501.50.7100.512.40005	18.00
GOPHER STATE ONE-CALL	36397	04/20/2012	ACCT 3213001	501.50.7100.512.30700	363.95
GRAINGER	9790436092	04/20/2012	ACCT #806460150	501.50.7100.512.60016	22.38
HAWKINS, INC.	3321879 RI	04/20/2012	SALES ORDER 31561381 SO	501.50.7100.512.60019	57.49
HAWKINS, INC.	3327226	04/18/2012	SALES ORDER 1570308 SL SHIP #1019293	501.50.7100.512.60019	4,573.32
HD SUPPLY WATERWORKS LTD	4641892	04/18/2012	ACCT 99872	501.50.7100.512.75500	280.60
KEYS WELL DRILLING CO	2012010	04/20/2012	PROJECT IGH HS#2 TREATMENT PLANT BAB	501.50.7100.512.40042	10,635.00
M & J SERVICES, LLC	188	04/20/2012	LABOR CLAUDE AVE ASPHALT	501.50.7100.512.40046	480.00
M & J SERVICES, LLC	189	04/20/2012	LABOR REPAIRED ASPHALT	501.50.7100.512.40046	1,920.00
OPTUMHEALTH	162744	04/11/2012	CITY IGH	501.50.7100.512.30550	23.43
SEXTON COMPANY, THE	54715	04/20/2012	P O VERBAN-DAN	501.50.7100.512.60045	52.50
SHAPCO PRINTING	188857-01	04/18/2012	IGH FLYER	501.50.7100.512.50030	383.51
TRACTOR SUPPLY CREDIT PLAN	0167642	04/02/2012	TICKET 67642	501.50.7100.512.60016	21.40
WALKER LAWN CARE, INC.	2229	04/18/2012	LABOR & MATERIALS	501.50.7100.512.60016	257.87
XCEL ENERGY	51-60998709-7	04/18/2012	STATEMENT 320379315	501.50.7100.512.40010	798.06
XCEL ENERGY	51-60998709-7	04/18/2012	STATEMENT 320379315	501.50.7100.512.40020	10,957.64
Fund: 501 - WATER UTILITY FUND					**54,563.20**
CANNON ELECTRIC MOTOR	31288	03/30/2012	PACKING SLIP 7587	502.51.7200.514.40042	442.45
EAGAN, CITY OF	13112	04/11/2012	JANUARY 2012	502.51.7200.514.40015	5,984.58
EAGAN, CITY OF	JAN 2012	04/11/2012	JANUARY 2012	502.51.7200.514.40015	26.96
EAGAN, CITY OF	22912	04/11/2012	FEBRUARY 2012	502.51.7200.514.40015	5,984.58
EAGAN, CITY OF	FEB 2012	04/11/2012	FEBRUARY 2012	502.51.7200.514.40015	24.39
EAGAN, CITY OF	33012	04/11/2012	QRTYLY	502.51.7200.514.40015	20,602.49
EAGAN, CITY OF	33112	04/11/2012	MARCH 2012	502.51.7200.514.40015	5,984.58
EAGAN, CITY OF	MARCH 2012	04/11/2012	MARCH 2012	502.51.7200.514.40015	26.96
EHLERS AND ASSOCIATES, INC.	344448	04/18/2012	UTILITY RATE STUDY	502.51.7200.514.30150	2,388.75
METROPOLITAN COUNCIL	0000986137	04/11/2012	5084	502.51.7200.514.40015	120,470.15
OPTUMHEALTH	162744	04/11/2012	CITY IGH	502.51.7200.514.30550	15.62
XCEL ENERGY	51-60998709-7	04/18/2012	STATEMENT 320379315	502.51.7200.514.40020	934.51
Fund: 502 - SEWER UTILITY FUND					**162,886.02**
ACE PAINT & HARDWARE	5111475	04/09/2012	501126 4/9/12	503.52.8400.525.40041	28.30
ACE PAINT & HARDWARE	511086/5	04/18/2012	CUST 501126	503.52.8600.527.60040	33.43
ARAMARK REFRESHMENT SERVICES	1017040	04/02/2012	CUST 48128X	503.52.8300.524.76100	90.95
ARAMARK REFRESHMENT SERVICES	1017041	04/02/2012	CUST #48128	503.52.8300.524.76100	229.00
ARCTIC GLACIER, INC.	379208900	03/29/2012	ACCT 1726134	503.52.8300.524.60065	122.44
ARCTIC GLACIER, INC.	388009800	04/07/2012	ACCT 1726134	503.52.8300.524.60065	108.64
COCA COLA BOTTLING COMPANY	178514211	04/18/2012	OUTLET 3079049	503.52.8300.524.76100	697.47
COLLEGE CITY BEVERAGE	294607	03/29/2012	CUST 03592	503.52.8300.524.76150	554.70
COLLEGE CITY BEVERAGE	295685	04/05/2012	CUST 03592	503.52.8300.524.76150	180.20
COVERALL OF THE TWIN CITIES INC	7070176017	04/11/2012	ACCT #7072469	503.52.8500.526.40040	2,249.61
CUB FOODS	3/7/12 & 3/19/12	04/17/2012	ELAN CC 4/17/12	503.52.8300.524.76050	5.97
DAKOTA ELECTRIC ASSN	3/27/12	03/27/2012	ACCT 201360-5	503.52.8600.527.40020	193.23
DRAFT TECHNOLOGIES	4161271	04/18/2012	CLEANING 4 FAUCETS	503.52.8300.524.40042	40.00
DRAFT TECHNOLOGIES	402126J	04/02/2012	CLEAN BEER LINE	503.52.8300.524.40042	40.00
EASY PICKER GOLF PRODUCTS INC	0038314-IN	04/20/2012	CUST PO TIM/MAINT	503.52.8100.522.40042	282.22
FAST SIGNS	190-61229	04/11/2012	2012 UPDATE TO POLICIES OF PLAY SIGNS	503.52.8000.521.60065	185.05
FIRST IMPRESSION GROUP, THE	4791002	04/20/2012	PARK & REC BROCHURE	503.52.8500.526.50025	533.04
FIRST IMPRESSION GROUP, THE	47910-02	04/11/2012	KEVIN FINLEY	503.52.8500.526.50025	533.04
G & K SERVICES	1182669701	04/20/2012	P O 17194	503.52.8600.527.60045	137.59

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
G & K SERVICES	1182680620	04/18/2012	CUST 157401	503.52.8600.527.60045	131.37
G & K SERVICES	1182647603b	04/18/2012	cust 1574-01 svc agre213783	503.52.8600.527.60045	8.69
G & K SERVICES	1182691523	04/18/2012	CUST 01574-01 SVC AGR 213783	503.52.8600.527.60045	137.59
GARY'S PEST CONTROL	48027	04/20/2012	INSPECTION	503.52.8500.526.40040	69.64
GEMPLER'S INC.	1018743137	04/18/2012	ORDER SCO9521961	503.52.8600.527.60020	160.31
GERTENS	245667	04/18/2012	P O GOLF, ORD 37058	503.52.8600.527.60020	10.27
GRANDMA'S BAKERY	223997	04/20/2012	220456	503.52.8300.524.76050	27.81
GRANDMA'S BAKERY	223997	04/20/2012	221612	503.52.8300.524.76050	38.58
GRANDMA'S BAKERY	223997	04/20/2012	221371	503.52.8300.524.76050	38.60
GRANDMA'S BAKERY	223997	04/20/2012	223403	503.52.8300.524.76050	33.65
GRANDMA'S BAKERY	223997	04/20/2012	222463	503.52.8300.524.76050	27.80
GRANDMA'S BAKERY	223997	04/20/2012	222160	503.52.8300.524.76050	24.91
GRANDMA'S BAKERY	223997	04/20/2012	221031	503.52.8300.524.76050	30.33
GRANDMA'S BAKERY	223997	04/20/2012	222728	503.52.8300.524.76050	24.98
GRANDMA'S BAKERY	223997	04/20/2012	220723	503.52.8300.524.76050	27.84
GRANDMA'S BAKERY	223997	04/20/2012	221885	503.52.8300.524.76050	22.04
GRANDMA'S BAKERY	223997	04/20/2012	223103	503.52.8300.524.76050	32.85
GRANDMA'S BAKERY	223997	04/20/2012	223739	503.52.8300.524.76050	24.96
GRANDMA'S BAKERY	223997	04/20/2012	223997	503.52.8300.524.76050	18.28
GRANDMA'S BAKERY	224293	04/18/2012	BAKERY GOODS	503.52.8300.524.76050	18.28
GRANDMA'S BAKERY	224597	04/18/2012	BAKERY GOODS	503.52.8300.524.76050	29.90
GRANDMA'S BAKERY	224911	04/12/2012	BAKERY GOODS	503.52.8300.524.76050	24.96
GRANDMA'S BAKERY	2225187	04/18/2012	BAKERY GOODS	503.52.8300.524.76050	24.96
GRANDMA'S BAKERY	225490	04/18/2012	BAKERY GOODS	503.52.8300.524.76050	30.74
GRANDMA'S BAKERY	225806	04/18/2012	BAKERY GOODS	503.52.8300.524.76050	24.90
GRANDMA'S BAKERY	226330	04/18/2012	BAKERY GOODS	503.52.8300.524.76050	24.91
HEGGIES PIZZA	1041137	04/20/2012	CUSTO 1708	503.52.8300.524.76050	34.65
HOME DEPOT	3/6/12 & 3/22/12	04/17/2012	ELAN CC 4/17/12	503.52.8500.526.60065	34.15
HOME DEPOT	3/6/12 & 3/22/12	04/17/2012	ELAN CC 4/17/12	503.52.8500.526.60065	4.25
JJ TAYLOR DIST. COMPANY OF MN	1724192	04/20/2012	CUST 0834	503.52.8300.524.76150	267.00
KSTP-AM	9000145	04/20/2012	ADVERTISING REUSSE & MACKEY GOLF TOU	503.52.8500.526.50025	5,700.00
M. AMUNDSON LLP	128901	04/20/2012	CUST 902858	503.52.8300.524.76050	337.40
M. AMUNDSON LLP	129285	04/18/2012	CUST 902858	503.52.8300.524.76050	193.90
MENARDS - WEST ST. PAUL	2586	04/18/2012	ACCT 30170265	503.52.8100.522.40045	138.88
MENARDS - WEST ST. PAUL	96339	04/11/2012	30170265	503.52.8600.527.40040	20.52
METRO CASH REGISTER SYSTEMS	72513	04/11/2012	SVC CALL - ON SAM4S 7000'S	503.52.8500.526.60065	135.00
MTI DISTRIBUTING CO	827551-01	04/18/2012	P O GOLF COURSE	503.52.8600.527.40042	119.04
MTI DISTRIBUTING CO	82856600	04/18/2012	CUST 402307	503.52.8600.527.40042	2,007.38
MTI DISTRIBUTING CO	828568-00	04/18/2012	CUST 402307	503.52.8600.527.40042	527.47
MTI DISTRIBUTING CO	829607-00	04/18/2012	CUST 402307	503.52.8600.527.40042	491.81
MTI DISTRIBUTING CO	823357-00	04/18/2012	CUST 402307	503.52.8600.527.40042	588.43
MTI DISTRIBUTING CO	832359-00	04/18/2012	CUST 402397	503.52.8600.527.40042	131.50
MTI DISTRIBUTING CO	832446-00	04/18/2012	CUST 402397	503.52.8600.527.40042	198.62
NAPA OF INVER GROVE HEIGHTS	292600	04/20/2012	REF 377-292600	503.52.8600.527.40042	183.57
NAPA OF INVER GROVE HEIGHTS	290779	04/20/2012	REF 377-290779	503.52.8600.527.60022	117.79
NAPA OF INVER GROVE HEIGHTS	292764	04/20/2012	REF 377-292764	503.52.8600.527.60022	5.67
NIKE USA, INC.	940323867	04/18/2012	CUST 79282, ORDER 856040351	503.52.8200.523.76200	65.18
OFFICEMAX INC	3/2/12 & 3/5/12 & 3/27/12	04/17/2012	ELAN CC 4/17/12	503.52.8000.521.60010	197.69
OFFICEMAX INC	3/2/12 & 3/5/12 & 3/27/12	04/17/2012	ELAN CC 4/17/12	503.52.8200.523.60017	12.41
OPTUMHEALTH	162744	04/11/2012	CITY IGH	503.52.8500.526.30550	4.15
OPTUMHEALTH	162744	04/11/2012	CITY IGH	503.52.8600.527.30550	19.60
PHILIPS HEALTHCARE	924069293	04/20/2012	ORDER #60301148718	503.52.8500.526.50065	84.95
PHILIPS HEALTHCARE	924048896	04/20/2012	ORDER #6301148718	503.52.8500.526.60065	213.07
PIONEER PRESS	0312520544	04/20/2012	ACCT #520544	503.52.8500.526.50025	575.00
PRESTIGE FLAG	346317	04/18/2012	CUST INVE03	503.52.8600.527.60050	731.32
SOUTH BAY DESIGN	4/1/12	04/20/2012	CUST CODE INVERWOOD	503.52.8500.526.50025	346.00
SPRINT	3/9/12	04/17/2012	ELAN CC 4/17/12	503.52.8500.526.50020	458.76
SUMMIT FACILITY & KITCHEN SERVICE	65531	04/20/2012	ORDER 65531	503.52.8300.524.40042	470.46
TARGET WSP	3/6/12	04/17/2012	ELAN CC 4/17/12	503.52.8500.526.60065	4.82
TDS METROCOM	4/13/12	04/18/2012	ACCT #651-457-3667	503.52.8500.526.50020	261.76
THE CIT GROUP COMMERCIAL SERVICES	0070078499	04/11/2012	0000161596	503.52.8200.523.76200	108.25
THE CIT GROUP COMMERCIAL SERVICES	0070078500	04/11/2012	0000159136	503.52.8200.523.76200	558.35
TITLEIST	0364532	04/11/2012	5F-447468-01	503.52.8200.523.76200	97.97
US FOODSERVICE	5561817	04/18/2012	ACCT 3805983, CUST 3805983 P O 0D4	503.52.8300.524.60065	637.54
US FOODSERVICE	5643149	04/18/2012	ACCT 3805983 ORDER 26749	503.52.8300.524.60065	22.36
US FOODSERVICE	5769270	04/18/2012	ACCT 3805983, CUST 3805983	503.52.8300.524.60065	248.61
US FOODSERVICE	5561817	04/18/2012	ACCT 3805983, CUST 3805983 P O 0D4	503.52.8300.524.76050	563.85
US FOODSERVICE	5643149	04/18/2012	ACCT 3805983	503.52.8300.524.76050	467.21
US FOODSERVICE	5769270	04/18/2012	ACCT 3805983, CUST 38055983	503.52.8300.524.76050	396.31
US FOODSERVICE	5561817	04/18/2012	ACCT 3805983, CUST 3805983 P O 0D4	503.52.8300.524.76100	123.62
US FOODSERVICE	5643149	04/18/2012	ACCT 3805983 ORDER 26749	503.52.8300.524.76100	12.55
VERIZON WIRELESS	2718319547	04/11/2012	480568913-00001	503.52.8500.526.50020	8.79
WINZER CORPORATION	4259383	04/18/2012	CUST 177723	503.52.8600.527.40042	355.93
XCEL ENERGY	319744441	04/18/2012	ACCT 51-5754364-1	503.52.8500.526.40010	93.70
XCEL ENERGY	319744441	04/18/2012	ACCT 51-5754364-1	503.52.8500.526.40020	594.23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY	319744441	04/18/2012	ACCT 51-5754364-1	503.52.8600.527.40010	218.11
XCEL ENERGY	515877512-1	04/18/2012	STATEMENT 320041689	503.52.8600.527.40020	464.83
XCEL ENERGY	319464927	04/18/2012	ACCT 51-5877512-1	503.52.8600.527.40020	24.07
YOCUM OIL COMPANY, INC.	112113	04/18/2012	ACCT 506975	503.52.8600.527.60021	20.43
Fund: 503 - INVER WOOD GOLF COURSE					**27,012.94**
OPTUMHEALTH	162744	04/11/2012	CITY IGH	602.00.2100.415.30550	0.21
Fund: 602 - RISK MANAGEMENT					**0.21**
ACE PAINT & HARDWARE	5108115	04/11/2012	501126	603.00.5300.444.40041	33.62
ACE PAINT & HARDWARE	5109705	04/11/2012	501126	603.00.5300.444.40041	58.41
ACE PAINT & HARDWARE	5109715	04/11/2012	501126	603.00.5300.444.40041	7.47
ACE PAINT & HARDWARE	5110885	04/04/2012	501126	603.00.5300.444.60012	15.05
ADVANCED GRAPHIX, INC.	185441	04/18/2012	P O SEAN FOLMAR	603.00.5300.444.80700	1,396.00
ANCOM TECHNICAL CENTER	28551	03/28/2012	JOB #116799	603.00.5300.444.40041	273.39
ARAMARK UNIFORM SERVICES	6297467633	04/04/2012	15353001	603.00.5300.444.40065	60.78
ARAMARK UNIFORM SERVICES	6297467633	04/04/2012	15353001	603.00.5300.444.60045	21.03
CARQUEST AUTO PARTS STORES	1596-173745	04/18/2012	CUST #614420	603.00.5300.444.40041	13.61
CARQUEST AUTO PARTS STORES	1596173371	03/30/2012	CUST 614420	603.00.5300.444.40041	46.32
CARQUEST AUTO PARTS STORES	1596173487	04/02/2012	CUST 614420	603.00.5300.444.40041	30.22
CARQUEST AUTO PARTS STORES	1596173606	04/03/2012	CUST 614420	603.00.5300.444.40041	(20.31)
CARQUEST AUTO PARTS STORES	1596173663	04/04/2012	CUST 614420	603.00.5300.444.40041	25.54
CARQUEST AUTO PARTS STORES	1596173666	04/04/2012	CUST 614420	603.00.5300.444.40041	10.52
CARQUEST AUTO PARTS STORES	1596173668	04/04/2012	CUST 614420	603.00.5300.444.40041	5.80
CARQUEST AUTO PARTS STORES	1596173671	04/04/2012	CUST 614420	603.00.5300.444.40041	88.48
CARQUEST AUTO PARTS STORES	1596173718	04/04/2012	CUST 614420	603.00.5300.444.40041	(43.30)
CARQUEST AUTO PARTS STORES	1596-173745	04/18/2012	CUST #614420	603.140.1450050	17.05
CARQUEST AUTO PARTS STORES	1596173490	04/02/2012	CUST 614420	603.140.1450050	10.33
CARQUEST AUTO PARTS STORES	1596173565	04/03/2012	CUST 614420	603.140.1450050	30.54
CARQUEST AUTO PARTS STORES	1596173578	04/03/2012	CUST 614420	603.140.1450050	10.50
CARQUEST AUTO PARTS STORES	1596173662	04/04/2012	CUST 614420	603.140.1450050	27.87
CATCO PARTS SERVICE	90-54949	04/02/2012	CUST 136090	603.00.5300.444.40041	614.19
CLAREY'S SAFETY EQUIPMENT	143768	04/03/2012	ORDER #00098236	603.00.5300.444.40041	49.33
DOWNTOWNER DETAIL CENTER	REF 120301	04/20/2012	CUST INVECI	603.00.5300.444.40041	107.11
EMERGENCY AUTOMOTIVE TECHNOLOGIES	LG040212-1	04/20/2012	CUST PO RICK PHONE	603.00.5300.444.40041	137.07
INVER GROVE FORD	5084848	04/20/2012	P RICK	603.00.5300.444.40041	6.59
LARSON COMPANIES	F220950051	04/04/2012	CUSTOMER PO SQUADS	603.140.1450050	287.59
MCLEAN, ANDREW	AUTO REPAIRS	04/20/2012	AUTO REPAIRS	603.00.5300.444.40041	3.42
MYTANA	169953	04/20/2012	P O BARRY NOZLES	603.00.5300.444.60012	78.57
NORTHLAND CHEMICAL CORP	5042211	04/20/2012	ORDER 31040563	603.00.5300.444.60012	121.77
NUSS TRUCK AND EQUIPMENT	4311508P	04/20/2012	ORDER # JAY	603.00.5300.444.40041	947.89
NUSS TRUCK AND EQUIPMENT	4311790P	04/20/2012	ORDER # JAY	603.00.5300.444.40041	109.49
NUSS TRUCK AND EQUIPMENT	4311944P	04/20/2012	ORDER # JAY	603.00.5300.444.40041	(133.60)
OPTUMHEALTH	162744	04/11/2012	CITY IGH	603.00.5300.444.30550	6.65
POMP'S TIRE SERVICE, INC.	091377	04/20/2012	CUST #4502557	603.00.5300.444.40041	341.38
POMP'S TIRE SERVICE, INC.	224710	04/20/2012	CUST #4502557	603.140.1450050	598.50
PUBLIC SAFETY EQUIPMENT LLC	3270	04/18/2012	RADAR CALIB, RADAR LASER CALIB	603.00.5300.444.40041	377.00
SAM'S CLUB	2/23/12 PUBILC WORKS	04/20/2012	ACCT 7715090061845624	603.00.5300.444.40040	821.98
TRACTOR SUPPLY CREDIT PLAN	0167655	04/20/2012	P O RICK	603.00.5300.444.40041	38.52
WESTERN PETROLEUM COMPANY	440672-41801	04/18/2012	CUST 112741	603.140.1450050	749.02
Fund: 603 - CENTRAL EQUIPMENT					**7,381.39**
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60005	11.83
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60005	110.74
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60010	493.12
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60010	44.99
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60010	316.85
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60010	658.89
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60010	54.43
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60010	52.71
S & T OFFICE PRODUCTS	33112	04/11/2012	MONTHLY INVOICE	604.00.2200.416.60010	55.77
SAM'S CLUB	3/19/12 FIRE DEPT	04/11/2012	7715090401334891	604.00.2200.416.60010	38.22
US BANCORP EQUIPMENT FINANCE, INC.	200279321	04/11/2012	923425	604.00.2200.416.40050	231.87
Fund: 604 - CENTRAL STORES					**2,069.42**
CULLIGAN	32012	04/11/2012	157-98503022-8	605.00.7500.460.60011	68.77
FLUID INTERIORS LLC	21348	04/11/2012	3074	605.00.7500.460.60040	2,795.85
GENERAL OFFICE PRODUCTS COMPANY	351304	04/18/2012	OFF FURNITURE	605.00.7500.460.60040	13,146.73
HILLYARD INC	600188495	04/18/2012	CUST 274069	605.00.7500.460.60011	124.75
HILLYARD INC	600176871	04/11/2012	274069	605.00.7500.460.60040	477.25
LONE OAK COMPANIES	54673	04/11/2012	MAILING	605.00.7500.460.50035	416.77
LONE OAK COMPANIES	54729	04/20/2012	P O REMINDER NOTICE	605.00.7500.460.50035	107.73
MAS COMMUNICATIONS	767	04/11/2012	CITY IGH	605.00.7500.460.40040	45.00
MICHAEL'S	3/28/12	04/17/2012	ELAN CC 4/17/12	605.00.7500.460.60040	25.69
MINNESOTA ELEVATOR, INC	239663	04/18/2012	CUST PO B1530	605.00.7500.460.40040	226.00
MINNESOTA ELEVATOR, INC	240377	04/18/2012	CUST PO 37457	605.00.7500.460.40040	596.53
NEOPOST USA INC	13670571	04/18/2012	ORDER CONTRACT 12502111	605.00.7500.460.60065	281.61

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PARAMETERS LTD	39636	04/18/2012	ACCT 2102	605.00.7500.460.60040	9,340.49
PICTUREFRAMES.COM	3/21/12	04/17/2012	ELAN CC 4/17/12	605.00.7500.460.60040	430.33
SAARI & FORRAI PHOTOGRAPHY	4079	04/18/2012	FILES IGH CITY HALL	605.00.7500.460.30700	543.13
SAM'S CLUB	3/17/12 PUBLIC WORKS	04/11/2012	7715090063580633	605.00.7500.460.60011	53.69
SLUMBERLAND	3/28/12	04/17/2012	ELAN CC 4/17/12	605.00.7500.460.60040	491.68
ZEE MEDICAL SERVICE	54180810	04/18/2012	SUPPLIES	605.00.7500.460.60065	78.30
Fund: 605 - CITY FACILITIES					**29,250.30**
ADVANCED TECHNOLOGY SYSTEMS, INC.	65046	04/11/2012	EMAIL-DIANE	606.00.1400.413.60010	577.87
CDW GOVERNMENT INC	G850044	04/11/2012	2394832	606.00.1400.413.40049	71.20
IDEAL SYSTEM SOLUTIONS, INC.	28829	04/11/2012	PATRICK022812	606.00.1400.413.30700	1,054.00
INTEGRA TELECOM	120321314	04/11/2012	1709621.000 MAC	606.00.1400.413.40049	268.89
LOGISOLVE LLC	42491	04/11/2012	CITY IGH	606.00.1400.413.30700	3,826.25
MENARDS - WEST ST. PAUL	3/20/12	04/17/2012	ELAN CC 4/17/12	606.00.1400.413.60040	66.96
MICROSOFT	3/15/12	04/17/2012	ELAN CC 4/17/12	606.00.1400.413.30420	26.78
WORKS COMPUTING, INC.	18152	04/11/2012	P MYLAN	606.00.1400.413.30700	945.00
Fund: 606 - TECHNOLOGY FUND					**6,836.95**
ARAMARK REFRESHMENT SERVICES	1012428	04/11/2012	39398	702.229.2286500	251.46
CULLIGAN	3/28/12 CITY HALL	04/11/2012	157-98473242-8	702.229.2286300	4.82
DAKOTA COUNTY	4/16/12	04/18/2012	VEHICLE FORTEITURE -7-2412	702.229.2291000	1,048.82
EHLERS AND ASSOCIATES, INC.	344446	04/18/2012	MGT ARGENTA HILLS	702.229.2283800	243.75
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	702.229.2283800	2,533.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	702.229.2291700	33.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	702.229.2291700	33.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	702.229.2292800	266.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	702.229.2293200	22.00
LEVANDER, GILLEN & MILLER P.A.	3/31/12	04/18/2012	ATTORNEY MEETINGS	702.229.2297800	110.00
Fund: 702 - ESCROW FUND					**4,545.85**
Grand Total					**596,162.52**

AGENDA ITEM _____

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

Consider Final Pay Voucher No. 9, Final Report, and Resolution Accepting Work for Technology Bid Package 27A, City Project 2008-18 Public Safety Addition/City Hall Renovation

Meeting Date: April 23, 2012
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by: SB
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED Consider Final Pay Voucher No. 9, Final Report, and Resolution Accepting Work for Technology Bid Package 27A.

SUMMARY The contractor has completed the work through October 21, 2011, in accordance with the contract plan and specifications.

I recommend approval of the Final Pay Voucher No. 9 in the amount of $7,220.50, acceptance of the Final Report, and approval of the Resolution Accepting Work for Technology Bid Package 27A System for the Public Safety Addition/City Hall Renovation.

Attachments

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 9 (nine)
DATE: April 23, 2012
PERIOD ENDING: October 21, 2011
CONTRACT: Technology Bid Package 27A
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: TRiCOM Communications
1301 Corporate Center Drive Suite 160
Eagan, MN 55121

Original Contract Amount $113,986.00

Total Addition $30,424.13

Total Deduction $0.00

Total Contract Amount $144,410.13

Total Value of Work to Date $144.410.13

Less Retained (5%) $0.00

Less Previous Payment $137,189.63

Total Approved for Payment this Voucher $7,220.50

Total Payments including this Voucher $144,410.13

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through October 21, 2011.

Signed by: _____ April 23, 2012
Jenelle Teppen, Assistant City Administrator

Signed by: _____ _____
TRiCOM Communications. Date

Signed by: _____ April 23, 2012
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

REPORT OF FINAL ACCEPTANCE

TECHNOLOGY BID PACKAGE 27A

April 23, 2012

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to TRiCOM Communications. The work consisted of all specifications listed in Technology Package 27A.

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

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

ORGINAL CONTRACT PRICE	$113,986.00
CHANGE ORDER (increase)	$ 30,424.13
FINAL CONTRACT AMOUNT	$144,410.13
FINAL VALUE OF WORK	$144,410.13
PREVIOUS PAYMENTS	$137,189.63
BALANCE DUE	$ 7,220.50

Sincerely,

Jenelle Teppen
Assistant City Administrator

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF TRiCOM COMMUNICATIONS. AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $7,220.50

TECHNOLOGY BID PACKAGE 27A

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated February 8, 2010 TRiCOM Communications satisfactorily completed the contract specifications included in Technology Package 27A.

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

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

Adopted by the City Council of Inver Grove Heights this 23rd day of April 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AIA® Document G702/CMa™ – 1992

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER:
BKV Group Inc.
222 N. Second St.
Minneapolis, MN 55401

PROJECT:
Tech. Bid Pkg 27A Cabling Infrastructure
Public Safety/City Hall Remodel

APPLICATION NO: 9-Final
PERIOD TO: 10/21/2011
CONTRACT DATE: 2/8/2010
PROJECT NOS: / 1643.01 /

Distribution to:
OWNER ☐
CONSTRUCTION MANAGER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
☐

FROM CONTRACTOR:
TRiCOM Communications
1301 Corporate Center Dr., Ste. 160
Eagan, MN 55121

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** ..... $ 113,986.00
2. **Net change by Change Orders** ..... $ 30,424.13
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) ..... $ 144,410.13
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703) ..... $ 144,410.13
5. **RETAINAGE:**
   a. ____ % of Completed Work (Column D + E on G703) $ _____
   b. ____ % of Stored Material (Column F on G703) $ _____

   Total Retainage (Lines 5a + 5b or Total in Column I of G703) .. $ _____
6. **TOTAL EARNED LESS RETAINAGE** ..... $ 144,410.13
   (Line 4 Less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ 137,189.63
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ 7,220.50
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 28,622.13	$
Total approved this Month	$ 1,802.00	$
TOTALS	$ 30,424.13	$
NET CHANGES by Change Order	$ 30,424.13	

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

CONTRACTOR:
By: Diane Evans Date: 10/21/11
State of: Minnesota
County of: Dakota
Subscribed and sworn to before me this 21st day of October, 2011
Notary Public: Patricia E. Honan
My Commission expires: 1/31/13

Patricia E. Honan
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires 1-31-2013

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 7,220.50
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT:
By: Gregory [illegible] Date: 4/4/2012

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS | REQUEST FOR COUNCIL ACTION

Review Request for Proposal for Park and Recreation System Plan

Meeting Date:	April 23, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	[ ]	None
Contact:	Eric Carlson – 651.450.2587	[ ]	Amount included in current budget
Prepared by:	Eric Carlson	[ ]	Budget amendment requested
Reviewed by:	Mark Borgwardt	[ ]	FTE included in current complement
	Tracy Petersen	[ ]	New FTE requested – N/A
		[X]	Other

PURPOSE/ACTION REQUESTED
Recommend the Council approve attached Request for Proposal (RFP) for a comprehensive study of the City's park and recreation system. The project would be funded from the Host Community Fund and the City Facilities Fund (80/20).

SUMMARY
The Future of Our Parks subcommittee has been meeting since November 2011. The purpose of the subcommittee is to try to engage the community in developing a long term plan for the support of our park and recreation system.

At the joint meeting of the Council/Commission the only topic discussed was the Future of Our Parks. At the meeting the Commission informed the Council about its desire to hire a consultant that would assist the City in creating a 5-year plan and 10-15 year vision of the park system. The Council was supportive of the study and directed the Commission to develop an RFP.

The attached RFP has been reviewed by the subcommittee and the full Commission and is recommended for approval. Highlights of the RFP include:

- Review of the park and recreation system (does not include Inver Wood or the VMCC/Grove)
- Establishes a 5-year plan and a 10-15 year vision of the system
- Engages the community to participate in the process and actively provide input
- Prioritizes improvements based on funding availability
- Creates park "champions" that can be mobilized to support park and recreation system initiatives
- Indicates the City is willing to spend up to $75,000 for the study

Request for Proposal for Consulting Services
Comprehensive Park Plan and Development Guide Update
City of Inver Grove Heights

The City of Inver Grove Heights invites qualified park and recreation planning firms to submit a proposal, including a fee schedule, for consulting services to update our Comprehensive Park Plan and Development Guide (CPPDG). The new Park and Recreation Systems Plan (Plan) will be a practical tool to guide the park and recreation systems future development, redevelopment, and programming efforts. The plan will help the community prioritize programs and projects to assist the decision making process within limited resources.

Above all, the plan will reflect the uniqueness of Inver Grove Heights. The plan will incorporate community feedback that will shape the recreation and parks system. It should have built in flexibility and adaptability ensuring the support for the funding level required.

Organizational Structure:
The Parks & Recreation Department is comprised of Parks Development & Maintenance, Recreation Program Services, the Veterans Memorial Community Center, and Inver Wood Golf Course. For the purpose of this plan, the Veterans Memorial Community Center and Inver Wood Golf Course will not be reviewed/included.

Parks Development & Maintenance – is responsible for the planning and management of parks maintenance and development in the following areas:

- Forestry
- Park & Trail improvement project coordination
- Park & Trail maintenance
- Park & Trail planning & development

Recreation Program Services – is responsible for the planning and management of recreation programs and events in the following program activity areas:

- Adult and some Senior activities (Community Education also provides Senior programming services)
- Adult athletics
- Community group coordination (i.e. youth athletics, etc.)
- Community programs
- Summer Camps for Youth
- Teen Programs
- Veterans Memorial Community Center programs
- Youth and Family Recreation

City of Inver Grove Heights Parks & Recreation Departments Mission Statement
The following mission statement of the Parks and Recreation Department should serve as an overall guide for undertaking the park master plan update:

> *We dedicate ourselves to providing quality programs, services, and facilities. We take pride in consistently adding value to the community and creating a positive experience for those we serve.*

Scope of Work
The consulting firm must provide the following services:

- Analyze existing City documents such as the 2030 Comprehensive Plan Update, 2009 Comprehensive Park Plan and Development Guide for integration of relevant information
- Establish a detailed implementation program for achieving the plan's vision including estimates of annual costs and funding sources
- Establish documented capital funding priorities for improvements and acquisitions to the Park System
- Establish documented programming priorities for the park and recreation systems
- Evaluate existing Park System features, amenities and services related to peer communities and accepted national standards to identify challenges and strengths
- Examine the need for and recommend policies and priorities for preserving natural features and amenities for the benefit of the community as a whole
- Facilitate input from staff, the Parks and Recreation Commission and City Council
- Identify the Park System characteristics including: setting, previous studies, population characteristics/demographics, natural features, historic sites, development controls, history of park system and demand for services (use levels)
- Identify the Park System needs, desires and interests of the community in the next 5-15 years from today based on anticipated demographic, economic and sociologic changes
- Incorporate individual park property maps illustrating existing features (e.g. land and water acreage, adjacent streets, park amenities, etc.), service areas and future development plans
- Prepare goals, objectives and implementation actions for the Park System for inclusion in the plan
- Prescribe and incorporate a process for adapting to changing needs and interests both proactively and reactively for the next 5-years and 10-15 year vision
- Provide a **strong** public input process involving residents and stakeholders (e.g. School District 199, Inver Grove Heights Youth Athletic Association(s), etc.) through a variety of tools including surveys, public forums, workshops and focus groups going to neighborhoods and meeting with residents to gain feedback

- The plan should help identify and develop "champions" of the park and recreation system who will advocate within the community supporting the park and recreation system
- Utilize City provided inventory and maps existing Park System features, amenities and services relative to peer communities and accepted national standards to identify significant issues, strengths, challenges, and opportunities
- Utilize existing city maps of planned future bicycle trails and hiking trails
- Verify definitions and standards for the City park system including: general terms, general standards, park classifications and park facilities
- Establish a clear 5-year plan and a 10-15 year vision for the Inver Grove Heights parks, recreation, open space, trail and bikeway systems developed to meet future community needs

Services Provided by City

The City of Inver Grove Heights will provide the following:

- 2009 Comprehensive Park Plan and Development Guide
- 2010 Community Wide Survey Results
- 2010 Trail Gap Study Information
- 2012 Older Adults Survey Results
- 2030 City Comprehensive Plan and Land Use Guide Plan Map
- ADA safety and accessibility reports from JQP Inc.
- Address lists and labels for mailings to Inver Grove Heights property owners
- GIS data for Park System
- Input and review as requested
- Inver Wood Golf Course Operational Assessment
- List of current program offerings
- Operations and Maintenance Trail System Annual Conditions Report
- Parks and Recreation Capital Improvement Plan
- Playground safety reports from JQP Inc.
- Staff liaison
- Technical assistance and information as requested
- Veterans Memorial Community Center Audit
- Zoning district maps

The City of Inver Grove Heights has several media outlets, including a web site, cable television and newsletter, among other methods that may be used to keep the public updated on the process. Because of publication deadlines, communications to the public will often need to be planned months in advance.

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Project Budget
Proposers shall strive to provide the highest level of service at a reasonable cost. Fees for services including reimbursable expenses may not exceed $75,000. While the $75,000 figure was established as the not-to-exceed amount based on dollars allocated for the project by the Inver Grove Heights City Council, proposals may be less than $75,000.

Project Schedule

The following is a general timeline that will be followed to hire a firm. Once a firm has been selected, the actual planning process schedule will be identified. Proposers shall provide a detailed work plan that addresses all major tasks and milestones to be accomplished throughout the Plan process.

Task	Timeframe
Select consulting services firm	July 2012
Undertake inventory to identify, quantify and evaluate existing parks and open space features, amenities and services	July – October 2012
Solicit public input through surveys, public forums,	August – November 2012
Identify the parks and recreation needs, desires and interests of the community	September – December 2012
Create a vision for the system	December – March 2013
Provide recommendations for planned park system acquisitions improvements and services	December – March 2013
Present draft Park Master Plan Update to PRAC and City Council	April 2013
Incorporate revisions as directed by City Council and present to City Council	May 2013
Present Final Plan	June 2013

It is expected that the Consultant, upon contract award, will begin work immediately in a manner consistent with the final work plan developed in cooperation with, and approved by the City. The final work plan will include detailed methods and milestones, incorporating expectations delineated in the RFP and the Scope of Work. It is expected that the Consultant will regularly meet with City staff to ensure the project is progressing in a timely manner, to keep lines of communication open, and to determine if there is anything the Consultant needs from the City.

Submittals
Proposals need not include elaborate brochures, expensive bindings, etc.; legibility, clarity, conciseness, and completeness are essential. A maximum of 40 pages is desired.

Proposals must include, at a minimum:

- A principal member of the firm must sign the proposal.
- All submitted proposals must identify the name, title, business address, telephone number, and email address (if any) of the person who will represent the organization.
- Biographical data on all individuals who will work on the project including sub-consultants. List the individuals' roles on the project, their qualifications, Minnesota State Board of Professional License Numbers, and an indication of the persons' role in projects cited in the firm's demonstrated experience.
- Biographical data required in item above on all replacement personnel. The City of Inver Grove Heights reserves the right to approve any replacement personnel.
- Demonstrate an understanding of the Project and develop objectives. Outline why your firm should be selected.
- Discuss the key elements of your approach to the project with an emphasis on how the major tasks would be accomplished. This should include a proposed project schedule identifying how the firm would sequence identifiable elements of the project, specific milestones and meeting sequences with the citizen task force, community at large and City Council.
- Identify your firm's number years of experience and at least three other projects completed of a similar nature.
- List a minimum of three references that are familiar with the quality of services provided by each of the firms / individuals included for the proposed team, for this type of project. For each reference, list the person's name, address, and telephone numbers.
- Prepare a statement of understanding and agreement that the overall charges for this project shall not exceed the specified price quote amount. The maximum allowable amount for the overall charges shall be $75,000. While the $75,000 figure was established as the not-to-exceed amount based on dollars allocated for the project by the Inver Grove Heights City Council, proposals may be less than $75,000.
- Submit a firm, "not-to-exceed" agreement on itemized total cost and fee structure based on the firm's approach to the project, which will be used with monthly billing estimates as a basis of payment with the Consultant submitting a detailed itemized invoice listing quantities chargeable for that period. A "Cost Estimate Chart" is included in the RFP.

- Submit a firm, "not-to-exceed" consultant fee for Principal, Engineer, Planner, Landscape Architect, Technician, and all other staff that will be used on the project with monthly billing estimates as a basis of payment with the Consultant submitting a detailed itemized invoice listing quantities chargeable for that period.
- Submit an anticipated reimbursable "not-to-exceed" charge for travel, materials, printing costs, etc. which will be used with monthly billing estimates as a basis of payment with the Consultant submitting a detailed itemized invoice listing quantities chargeable for that period.
- Submit hourly rates over and above the base price that will be used with monthly billing estimates as a basis of payment with the Consultant submitting a detailed itemized invoice listing quantities chargeable for that period.

Please submit a minimum of six (6) copies of the proposal (plus one single-sided unbound copy) to:

Eric Carlson, Director, Inver Grove Heights Recreation and Parks, 8055 Barbara Ave N, Inver Grove Heights, MN 55077. Proposal deadline is **4:00 P.M., CDT, Friday, May 25, 2012**. Proposals received later than the deadline will not be accepted.

Consultant Selection Criteria

A selection committee will review all submissions. A selection committee established by the City will invite selected firms for an interview. Below are the criteria that will be used in screening, interviewing, and selection of consulting firm.

Demonstrated Related Experience (25% of Rating)

- At least one person with the firm shall be a duly registered Professional Engineer/Architect/Landscape Architect/Planner of the discipline required for the specific portion of service on the Project, licensed under the laws with the State of Minnesota as required for each portion of the required work, have a currently valid Registration / License Number(s), and if needed, be able to sign and seal documents.
- Demonstrated experience in coordination of project specifics with multiple entities.
- Demonstrated experience in leading/facilitating public meetings.
- Demonstrated experience to connect with the various ethnic populations similar to those residing within Inver Grove Heights.
- List three references that are familiar with your firm's demonstrated experience with similar projects.
- Successful experience in meeting project timetables and project budgets.
- Successful experience in park master planning projects of a similar type, size and setting.
- Timely and cost effective experience in planning document preparation.

Proposed Project Approach (25% of Rating)

- Understanding the opportunities and desired outcomes in conducting a park master plan update.
- Understanding the needs of the City, businesses, residents and park users as it relates to the use of the City's park system and services.
- A statement of the general approach to be taken by the consultant in undertaking this project.
- A statement by the consultant regarding how a team approach can be developed and maintained by all parties involved in the project.

Consultant's Fees and Costs (50% of Rating)

- Demonstrated successful previous budget performance and experience in meeting project budgets.
- Description of approach to budgeting and bidding, and how to avoid the "over-budget" experience.
- Presentation of firm's best offer; firm "not to exceed" Consultant figure; hourly rate over and above base proposal for Principal, Planner, technician; and reimbursable expenses, etc.
- Financial information on ability of Consultant to provide trained and experienced staff to accomplish work in time allotted.

Deliverables

The Consultant is expected to deliver 24 copies of the draft master plan to the City by March/April 2013 for presentation to the PRAC and City Council. The Consultant will then incorporate revisions as directed and represent the final draft of the master plan to the City Council by May 2013. The document should then be prepared for final submission to the City. Approval from the City Council will serve as the "go-ahead" to prepare the final deliverables. The final deliverables shall include:

24 copies of the final park master plan should be formatted in the following manner.

Loose-leaf bound in three-ring binders
Printing to be double-sided (back to back)
8.5" x 11" paper except for maps, charts or diagrams that may be on folded 11" x 17" paper
Each section shall be marked by dividers
Color copies of pages including maps or photographs
Add one, single-sided copy unbound

Two CD's of the final park master plan (electronic format). The park master plan should be available in MS Word format

Presentation materials (i.e. Power Point presentation, maps, minutes, graphics, etc.) used throughout the update process to become property of the City of Inver Grove Heights.

The final product will become the property of the City of Inver Grove Heights along with all-inclusive rights for reproduction and distribution.

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Contract Terms and Conditions

The successful Consultant agrees that during the term of the Agreement entered into between the Consultant and the City:

Condition of Receipt of Proposals

The Request for Proposals does not obligate the City of Inver Grove Heights to award any specific project. The City of Inver Grove Heights reserves the right to cancel this solicitation or to change its scope if it is considered in the best interest of the City of Inver Grove Heights.

The City of Inver Grove Heights reserves the right to waive irregularities in proposal content or to request supplemental information from proposers.

Fees and Negotiations

The City of Inver Grove Heights will conduct fee and contract execution with the recommended firm based on the draft contract. However, in the event the City is unable to reach satisfactory agreement, the City will stop negotiations and commence negotiations with other qualified applicants. If you have questions regarding submission requirements, please contact: City of Inver Grove Heights – Eric Carlson 651.450.2587, ecarlson@invergroveheights.org.

No reimbursement will be made by the City of Inver Grove Heights for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation.

Monthly estimates will be used as method of payment with the Consultant submitting a detailed itemized invoice listing units and quantities of times, personnel, mileage, etc., chargeable for that period and applied to the unit cost of personnel, mileage, etc.

Miscellaneous

The successful Consultant agrees, as a condition of being awarded the Contract, to require each of its agents, officers and employees to abide by the City of Inver Grove Heights's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Contract. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

The successful Consultant further agrees that during the term of the Agreement entered into between the Consultant and the City:

The laws of the State of Minnesota shall govern consultant contract.
The Consultant will comply with all federal, state and local laws, ordinances, rules and regulations governing discrimination and will not discriminate against any applicant or

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employee for employment because of race, creed, national origin, or ancestry, sex, sexual orientation, marital status, age, religion, or handicap.

Consultant also agrees that all subcontracts entered into for the performance hereof shall include a similar provision.

If a Consultant refuses or fails to furnish goods or services in accordance with the requirements of the contract and within the time limits contained in the contract, the City may purchase such goods or services from other sources, adjusting fees paid to Consultant accordingly.

Contract Length

The contract shall be effective upon the date of acceptance by the City and the Consultant and expire upon completion of the services covered by the contract. The contract may be canceled by the City or the Consultant upon thirty (30) days written notice of such cancellation. In the event of termination of the contract, there shall be no further obligation on the part of the City to the Consultant save and except for payment of sums due and owing for expenses and work incurred by the Consultant prior to the date of termination.

Rights of Use

The Consultant shall agree that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Consultant or anyone acting on behalf of the Consultant as a result of the contract.

Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify the City, its officers, employees, agents, volunteers and others acting on the City's behalf, hold them harmless, and defend and protect them from and against any and all loss, damage, liability, claim, cost or expense (specifically including reasonable attorneys' fees and other costs and expenses of investigation and defense), of any sort, arising out of or otherwise in connection with the Consultant's performance, or the performance of any subcontractor or other person or entity for whose acts or omissions the Consultant is legally responsible, under the Contract. Notwithstanding the foregoing, the Consultant shall not be responsible for any loss, damage, liability, claim, cost or expense to the extent it is alleged and established that such loss, damage, liability, claim, cost or expense was occasioned by the negligence or willful misconduct of the City in connection with the performance of the Contract. The City shall have the right, at its own expense, to associate in the defense of any action defended by the Consultant pursuant to this provision.

The Consultant's obligations under this Indemnification provision shall survive the expiration or termination of the Contract.

Insurance
Commercial General Liability Insurance coverage for Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Contractual Liability (applying to the Contract), Independent Contractors, and Products-Completed Operations liability coverage limits of at least $2,000,000 Each Occurrence.

Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of ownership, maintenance, use of all owned, non-owned and hired automobiles and other motor vehicles utilized by the Consultant in connection with its performance under this Contract in the amount of at least $2,000,000 per accident.

Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall provide Employer's Liability coverage with limits of at least $500,000 for each coverage provided thereunder.

Professional (or "Errors & Omissions") Liability Insurance in the amount of at least $2,000,000 Each Claim, and, if applicable, Annual Aggregate, covering the Consultant's liability for negligent acts, errors or omissions in the performance of professional services under the Contract.

The Consultant's Commercial General Liability and Automobile Liability insurance policies shall include the City, its officers, employees, agents, and volunteers as Additional Insureds thereunder to the extent of liability arising out of the Consultant's acts or omissions or the acts or omissions of the Consultant's subcontractors or others acting on the Consultant's behalf.

Prior to commencing any performance under the Contract, the Consultant shall provide Certificates of Insurance to the City's Office of Loss Control with evidence that the insurance coverage required hereunder is in full force and effect. Such evidence of insurance shall be accompanied by copies of any Additional Insured endorsements or automatic Additional Insured policy provisions necessary to achieve compliance with the Additional Insured requirements of the Contract. All such evidence of insurance shall require that the insurer provide at least thirty (30) day written notice of cancellation.

The minimum liability insurance limits required hereunder may be satisfied by the limits afforded under the Consultant's primary liability insurance policy(ies) in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies).

Independent Consultant
It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Consultant's as the agents, representatives or employees of the City for any purpose or in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under the

contract. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under the contract. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under the contract shall not be considered employees of the City, and any and all claims that May arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

Non-Discrimination

During the performance of the contract, the Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Consultant will take affirmative action to insure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in places that are available to employees and applicants for employment, notices that set forth the provisions of this nondiscrimination clause. The notices shall inform all persons that any complaints regarding Consultant compliance with the nondiscrimination clause May be reported to the Inver Grove Heights City Manager.

Human Rights

The Consultant agrees to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

Americans with Disabilities Act

The Consultant agrees to comply with the Americans with Disabilities Act (ADA) Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities.

The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant.

Sublet/Assign
The contract shall not be assignable except at the written consent of the City.

Sub-Consultant Payment
The Consultant agrees that it must pay any sub-consultant within ten days of the prime Consultant's receipt of payment from the municipality for undisputed services provided by the sub-consultant. The Consultant agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the sub-consultant on any undisputed amount not paid on time to the sub-consultant. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime Consultant shall pay the actual penalty due to the sub-consultant. A sub-consultant who prevails in a civil action to collect interest penalties from a prime Consultant must be awarded its costs and disbursements, including attorney's fees, incurred in bringing this action.

Data Practices
The Consultant will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13, of the Minnesota Statutes.

Audit
All books, records, documents, and accounting procedures of the Consultant, relevant to the contract, all subject to examination by the City and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, subd. 5.

Laws
The Consultant will comply with all applicable local, state and Federal laws, rules and regulations in the performance of the duties of the contract. The Consultant will comply with and be governed by all laws of the State of Minnesota.

Mediation
The City and the Consultant agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to the contract to mediation. The mediation shall be conducted through the Mediation Center, 1536 Hewitt Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful; either party May exercise its legal or equitable remedies and May commence such action prior to the expiration of the applicable statute of limitations.

Termination
The contract may be terminated for any reason upon giving thirty (30) days advanced written notice to the other party. The City reserves the right to cancel the contract at any time in the event of default or violation by the Consultant of any provision of the contract. The City may take whatever action at law or in equity that may appear necessary or

desirable to collect damages arising from a default or violation or to enforce performance of the contract.

Statement of Non-Collusion

The following statement shall be made as part of the Consultant proposal.

I affirm that I am the Consultant, a partner of the Consultant firm, or an officer or employee of the Consulting corporation with authority to sign on the Consultant's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other vendor designed to limit competition.

I hereby affirm that the contents of this proposal have not been communicated by the Consultant or its agent to any person not an employee or agent of the City.

DRAFT

_____

Signed

_____

Print Name

_____

Title

_____

Firm Name

_____

Address

_____

City/State/Zip Code

_____

Telephone and Fax Numbers

Email address

DRAFT

AGENDA ITEM _____

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

Approve Contract for Update of Heritage Village Park Master Plan

Meeting Date:	April 23, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	☐	None
Contact:	Eric Carlson – 651.450.2587	☐	Amount included in current budget
Prepared by:	Eric Carlson	☐	Budget amendment requested
Reviewed by:	Mark Borgwardt	☐	FTE included in current complement
	Tracy Petersen	☐	New FTE requested – N/A
		☐	Other

PURPOSE/ACTION REQUESTED

Approve a proposal submitted by Brauer & Associates to update the master plan for Heritage Village Park in an amount not to exceed $6,300. Funding for the master plan update would come from the Park Acquisition and Development Fund (Fund 402).

SUMMARY

In September 2004 the City of Inver Grove Heights adopted the 1st master plan for Heritage Village Park (attached). This version of the plan envisioned the main entrance to the park at a newly created 64th St crossing of the rail road tracks. The railroad will not approve a crossing of the tracks at 64th St so a different plan must be created to provide access to the park.

In December 2011 the City adopted an updated master plan for Heritage Village Park (see attached) based on the fact that property currently owned by Allied Waste would become part of the park. Allied Waste does not appear to be interested in selling their property for park purposes so an updated plan is necessary.

The City has received a $1,000,000 grant from the State of Minnesota that expires in June 2015. We will be using about $300,000 of the grant on the 66th St. project leaving a balance of approximately $700,000. The grant can be used to make capital improvements to the property but cannot be used to purchase property. The master plan should be updated and decisions made on how to utilize the remainder of the grant proceeds prior to 2015.

It is believed that given all of the public discussion surrounding Heritage Village Park this second plan update should be fairly small in scope. While involvement from the public will be sought, the scope of work and planned improvements is pretty well defined. It is planned that the process would be:

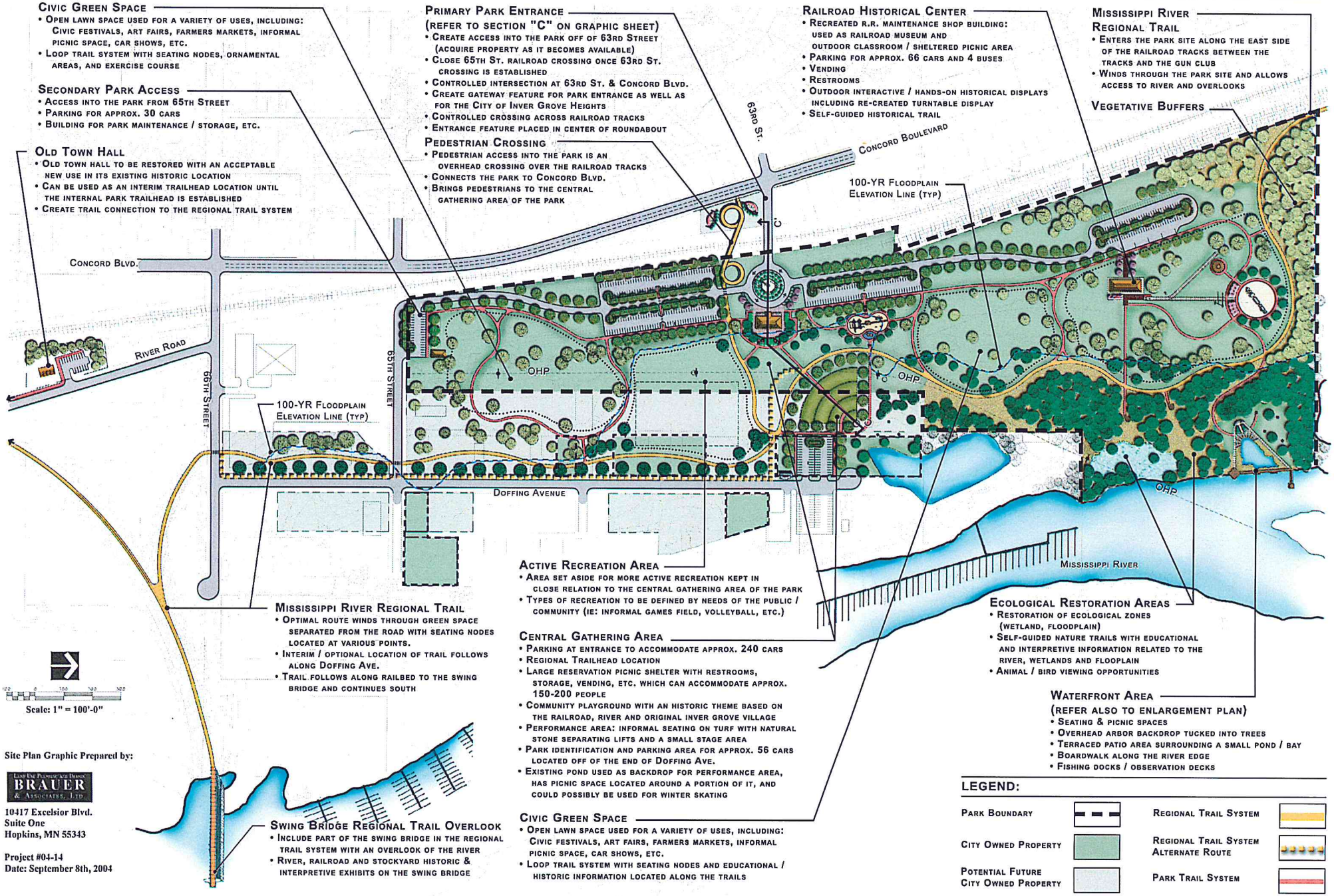
Kick-off Meeting	Meeting with staff to understand the scope of work and intended outcomes. The proposed program and improvements would be reviewed during the meeting
Schematic Concept	Brauer would prepare up to two alternative schematic concepts to fit within the park area and include the outlined programs and improvements. These would be reviewed by the PRAC and staff
Preliminary Master Plan	Brauer would prepare a preliminary master plan based on feedback received from the PRAC and staff on the schematic concepts Using the preliminary master plan an Open House would be conducted by staff to solicit public feedback. Staff would also meet individually with some of the key property owners in the HVP neighborhood. The PRAC and Council would review the preliminary master plan and provide comments as necessary.
Final Master Plan	A final master plan would be developed based on comments received and ultimately approved by the Council.

Brauer and Associates would not attend any of the public meetings in an effort to keep costs down. Should the Council desire Brauer's participation at a public meeting, Brauer would charge an additional $500 per meeting.

The Park and Recreation Commission has reviewed the issue and is recommending approval.

Heritage Village Park on the Mississippi Master Plan

City of Inver Grove Heights Parks & Recreation



Civic Green Space
- Open lawn space used for a variety of uses, including: Civic festivals, art fairs, farmers markets, informal picnic space, car shows, etc.
- Loop trail system with seating nodes, ornamental areas, and exercise course

Secondary Park Access
- Access into the park from 65th Street
- Parking for approx. 30 cars
- Building for park maintenance / storage, etc.

Old Town Hall
- Old town hall to be restored with an acceptable new use in its existing historic location
- Can be used as an interim trailhead location until the internal park trailhead is established
- Create trail connection to the regional trail system

Primary Park Entrance
(refer to section "C" on graphic sheet)
- Create access into the park off of 63rd Street (acquire property as it becomes available)
- Close 65th St. railroad crossing once 63rd St. crossing is established
- Controlled intersection at 63rd St. & Concord Blvd.
- Create gateway feature for park entrance as well as for the City of Inver Grove Heights
- Controlled crossing across railroad tracks
- Entrance feature placed in center of roundabout

Pedestrian Crossing
- Pedestrian access into the park is an overhead crossing over the railroad tracks
- Connects the park to Concord Blvd.
- Brings pedestrians to the central gathering area of the park

Railroad Historical Center
- Recreated R.R. maintenance shop building: used as railroad museum and outdoor classroom / sheltered picnic area
- Parking for approx. 66 cars and 4 buses
- Vending
- Restrooms
- Outdoor interactive / hands-on historical displays including re-created turntable display
- Self-guided historical trail

Mississippi River Regional Trail
- Enters the park site along the east side of the railroad tracks between the tracks and the gun club
- Winds through the park site and allows access to river and overlooks

Vegetative Buffers

Mississippi River Regional Trail
- Optimal route winds through green space separated from the road with seating nodes located at various points.
- Interim / optional location of trail follows along Doffing Ave.
- Trail follows along railbed to the swing bridge and continues south

Active Recreation Area
- Area set aside for more active recreation kept in close relation to the central gathering area of the park
- Types of recreation to be defined by needs of the public / community (ie: informal games field, volleyball, etc.)

Central Gathering Area
- Parking at entrance to accommodate approx. 240 cars
- Regional Trailhead location
- Large reservation picnic shelter with restrooms, storage, vending, etc. which can accommodate approx. 150-200 people
- Community playground with an historic theme based on the railroad, river and original inver grove village
- Performance area: informal seating on turf with natural stone separating lifts and a small stage area
- Park identification and parking area for approx. 56 cars located off of the end of Doffing Ave.
- Existing pond used as backdrop for performance area, has picnic space located around a portion of it, and could possibly be used for winter skating

Civic Green Space
- Open lawn space used for a variety of uses, including: Civic festivals, art fairs, farmers markets, informal picnic space, car shows, etc.
- Loop trail system with seating nodes and educational / historic information located along the trails

Ecological Restoration Areas
- Restoration of ecological zones (wetland, floodplain)
- Self-guided nature trails with educational and interpretive information related to the river, wetlands and flooplain
- Animal / bird viewing opportunities

Waterfront Area
(refer also to enlargement plan)
- Seating & picnic spaces
- Overhead arbor backdrop tucked into trees
- Terraced patio area surrounding a small pond / bay
- Boardwalk along the river edge
- Fishing docks / observation decks

Swing Bridge Regional Trail Overlook
- Include part of the swing bridge in the regional trail system with an overlook of the river
- River, railroad and stockyard historic & interpretive exhibits on the swing bridge

Scale: 1" = 100'-0"

LEGEND:

Park Boundary		Regional Trail System	
City Owned Property		Regional Trail System Alternate Route	
Potential Future City Owned Property		Park Trail System	

Site Plan Graphic Prepared by:

Land Use Planning and Design
BRAUER & Associates, Ltd.

10417 Excelsior Blvd.
Suite One
Hopkins, MN 55343

Project #04-14
Date: September 8th, 2004

inver grove heights, mn

Heritage Village Park

ON THE MISSISSIPPI RIVER

Brauer & Associates, Ltd.
Land Use Planning and Design
10417 Excelsior Blvd. - Suite One
Hopkins, MN 55343
Tel 952-230-0431
Fax 952-238-0933

Project # 10-07
Date: Dec. 1st, 2010

Pond Picnic Area
Gazebo picnic shelter overlooks the pond and adjacent lawn space, with adjacent satellite restrooms and a small fishing pier on the pond

Community Space
Open lawn space for various community events, informal sports, etc. with adjacent picnic shelter and parking lots

Improved Roadway
Improve Doffing Ave. with designated turn lanes, adequate separation from adjacent businesses / residents, improved storm water collection, etc.

N 0' 100' 200' 300'
Graphic Scale

Interpretive Overlooks
Small overlooks to be placed along the trail throughout the park to make use of scenic views, provide seating areas, and to illustrate historical interpretive information

History Mystery Node
Location for "clue" associated with a historical themed treasure hunt (typ)

Roundhouse Location
Rustic stone benches are placed along the edge of the roundhouse location for historical signficance

Infiltration Basin (typ)
Use of basins and rain gardens to collect and pretreat stormwater before entering another water body

Natural Area
Enhance and restore native prairie and savanna areas of the park with appropriate plant species

Regional Trail
Connection to the North

Vegetative Buffers
Create vegetative buffers along the berm for additional screening and naturalization. Plantings shall be appropriate for savannas or hardwood forests

Master Plan - North

inver grove heights, mn

Heritage Village Park

ON THE MISSISSIPPI RIVER

Bauer & Associates, Ltd.
Land Use Planning And Design
10417 Excelsior Blvd. - Suite One
Hopkins, MN 55343
Tel 952-258-0631
Fax: 952-258-0633

Project # 10-07
Date: Dec. 1st, 2010

N 0' 100' 200' 300'
Graphic Scale

Infiltration Basin (typ)
Use of basins and rain gardens to collect and pretreat stormwater before entering another water body

Improved Roadway
Improve Doffing Ave. with designated turn lanes, adequate separation from adjacent businesses / residents, improved storm water collection, etc.

Historical Buildings
Town Hall and Schoolhouse buildings could be relocated to increase historical significance of the park - depending on final use and costs for relocation. Locations shall be based on use of buildings to fit with appropriate setting, but could be part of the Heritage Gardens

Asphalt Trails
Provides access to park amenities and creates internal loops

Community Space
Open lawn space for various community events, informal sports, etc.

Heritage Gardens
Ornamental gardens containing artifacts, sculptures and interpretive signage displaying the historical significance of the community intertwined with various seating areas and walkways

Event Seating
Small to medium sized park stage for various demonstrations, plays, movies, and park events with adjacent tiered seating in the hillside

Community Space
Open lawn space for various community events, informal sports, etc.

Park Entry
Main park entry with dedicated turning lane, one-way roundabout entrance, park signage monument, drop off area, and parking lots.

Lawn Space
Lawn space designed to recall the roundhouse can be used for many recreational games common with picnics and gatherings, such as lawn volleyball, ladderball, bean bags, croquet, etc.

65th Street Access
65th Street access off of Concord leads to a parking lot and would remain the alternate fire access

Central Play Area
Community sized playground for all age groups and a small splash pad area surrounding an open air picnic shelter

66th Street Gateway
66th Street access off of Concord becomes the main park entrance road with a gateway monument sign along Concord

River Access
Small trail leads down to the river with blocks or large stones creating large steps along the waters edge that can withstand flooding for seating and viewing the river

Rock Island Bridge
Bridge overlook with entrance patio area for gathering and displaying historical information

Deck Overlook
Small deck built on upper railroad track area overlooking the natural areas and river with a staircase leading down to the bridge overlook

History Mystery Node
Location for "clue" associated with a historical themed treasure hunt (typ)

Bridge Gateway
A pedestrian trail leading to the bridge overlook contains historical signage over the trail and a monument sign is placed at the end of the roadway, creating a significant gateway to the bridge location

Regional Trailhead
Parking lot for bridge and trailhead with adjacent bike racks, seating, information kiosk, and restroom facilities with City utility services

Park Building
Multi-purpose building provides main park focal point when entering. Building contains full restrooms, picnic space for approx. 200 people, storage, and a patio area with additional picnic space and custom grills overlooking the lawn

Trail Connections
Trail built on previous railroad line provides a neighborhood connection

Trail Stop
Trail stop with bike racks, information kiosk and maps with directions to Rock Island Bridge are provided along the trail intersection

Regional Trail
Connection to the South

Master Plan-South

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS | REQUEST FOR COUNCIL ACTION

Approve 2012 Tree Replacement Plan

Meeting Date: April 23, 2012
Item Type: Consent Agenda
Contact: Mark Borgwardt-651-450-2581
Prepared by: Mark Borgwardt, Brian Swoboda
Reviewed by: Eric Carlson

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Recommend the City Council approval of the proposed 2012 Tree Replacement Plan.

SUMMARY

The Council is asked to approved the Tree Preservation Mitigation Fund and Tree Replacement Plan Policy in early 2003. (See attached). The purpose of the policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree protection and Preservation Fund. The policy provides for expenditures of up to 50% of the fund in any given year. The current balance in the Tree Preservation Mitigation Fund (Fund 443) is approximately $39,600.00 (50% = $19,800.00). While the policy allows for the expenditure of up to 50% of the fund balance, we don't expect much development activity in 2012 based on the economy. The following is the recommended 2012 expenditures:

Proposed 2012 Tree Preservation Fund

Project	Description	Cost
Tree Spading	Spade trees from city nursery to city parks	$1,000
Ash Tree	Remove /replace ash trees according to Management EAB Management Plan. DNR Forest Bonding Grant cash match	$6,000
Tree & Shrub Removal/Replacement	Dead, dying, diseased and hazard removal	$3,000
Herbicide/Insecticide	Treat invasive plants/insects	$1,000
Mulch	Landscape beds/Trees	$1,000
TOTAL		**$12,000**

The Park and Recreation Commission reviewed this issue and is recommending approval.

POLICY

TREE PRESERVATION MITIGATION FUND

TREE REPLACEMENT PLAN

PURPOSE AND INTENT OF POLICY

The purpose of this policy is to provide criteria for the expenditure of funds in the City of Inver Grove Heights Tree Protection and Preservation Fund. The intent is the enhancement of the city's forest resource.

POLICY

Funds may be used as follows:

1. Reforestation Program
The Reforestation Program includes the purchase and planting of trees on public land including, but not limited to city parks, city golf course, city nursery, storm sewer retention ponds, open space and limited road right-of-way such as Cahill Ave. between Upper 55th St. and 80th St. with community-wide significance. Costs may include tree purchase, planting, and a maintenance period (i.e. irrigation, tree staking, fertilization, pruning, etc.) until the tree(s) becomes established.

2. Special Needs
In the event of a natural disaster or other identifiable special need, funds may be contributed to other city sponsored reforestation programs.

CONTINUANCE OF POLICY

This policy shall apply only to funds received specifically from Tree Protection and Preservation Mitigation Fund (Code 515.90 Subd 28) from applications to the City. At no time may the fund deplete by more than 50%, or to less than $10,000 in any given year, without the express consent of the City Council.

RESPONSIBILITY

The Director of Parks and Recreation and the City Administrator shall have primary responsibility for the implementation and coordination of this policy per Code 515.90 Subd 28. An annual tree replacement plan, prepared by Parks Division, will be submitted for Park and Recreation Advisory Commission review and City Council approval.

Approved by the Inver Grove Heights City Council 2/10/03

AGENDA ITEM 4G

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

Approve Purchase of Capital Equipment

Meeting Date:	April 23, 2012
Item Type:	Consent
Contact:	Scott D. Thureen, 651.450.2571
Prepared by:	Scott D. Thureen, Public Works Director
Reviewed by:	N/A SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of purchases of capital equipment included in the 2012 budget as approved by the City Council on December 12, 2011.

SUMMARY

The attached memo from the Street Maintenance Superintendent presents the cost information for twelve (12) pieces of equipment approved for replacement in 2012. As noted in the earlier discussions with the Council, one piece of equipment is new (not a replacement piece); a MacLean MV which will be used to clear sidewalks and trails of snow and debris. The Street Superintendent's memo explains the funding for this piece of equipment. All of the listed equipment is being purchased via the State of Minnesota Cooperative Purchasing Contract. The prices shown include the trade-in value, sales tax and applicable fees.

I recommend approval of these capital purchases that will be funded from the Central Equipment Fund.

SDT/kf
Attachment: Memo

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Scott Thureen, Public Works Director

FROM: Barry Underdahl, Street Superintendent

DATE: April 16, 2012

SUBJECT: 2012 Capital Equipment Purchases

The following list of equipment is proposed to be purchased in 2012, as previously discussed with the Mayor and City Council. The acquisition costs are current state contract prices from recent vendor quotes. Acquisition costs include trade-in values, sales tax and applicable fees. As previously discussed, the second MacLean sidewalk machine is not in the replacement schedule. The memo outlining the suggested funding source is attached.

Street Maintenance

		Budget	**Acquisition Cost**
#346	MacLean MV replaces 2002 Trackless Sidewalk Machine	$127,436	$126,860.63
#305	Elgin Pelican Sweeper replaces 1999 Elgin Pelican	$158,528	$160,519.84
#312	Mack Dump Truck replaces 2000 Sterling	$183,215	$168,038.07
#334	Road Lazer Paint Striper replaces 2002 Road Lazer Striper	$52,940	$ 41,536.97
#307	Ford F550 Aerial Truck replaces 2000 F-550 37' Aerial	$106,772	$ 89,148.20
N/A	Sweepster pickup broom replaces 1996 Sweepster	$11,816	$ 2,684.70

	MacLean MV Municipal Sidewalk/Trail Machine	$112,646.25	$112,646.25

Park Maintenance

#520	John Deere Skid Loader replaces 2004 Cat Skid Loader	$46,615	$43,705.18
#522	John Deere Tractor replaces 1998 John Deere Tractor	$87,966	$83,365.05
#530	Toro Rotary Mower replaces 2005 Jacobsen Mower	$94,370	$80,852.13
#524	Kubota Utility Vehicle replaces 2005 Kubota Truckster	$19,834	$19,360.41

Water and Sewer

#409	Ford F-350 Utility Truck replaces 2000 Chevy ¾ ton	$ 53,019	$52,561.54

Police Department

#2203	Ford Taurus SEL Sedan replaces 2002 Ford Taurus	$23,462	$23,402.36

City of Inver Grove Heights
Streets/Central Equipment

MEMORANDUM

TO: Scott Thureen

FROM: Barry Underdahl

SUBJECT: Equipment Purchase Request

DATE: April 16, 2012

As previously discussed, the need for a second machine for sidewalk maintenance has become more apparent each passing year. A machine engineered and purpose built for this type of maintenance is necessary. We currently have one machine of this type that takes care of only a third of our walks and trails. The other areas are cleaned by skid loaders which are too wide and too slow for this type of maintenance. A second purpose built machine will help to clear walks and trails much more efficiently saving time and fuel. This machine in not in the Equipment Replacement Schedule.

In the replacement schedule equipment #305 has come up for replacement. This is an Elgin Pelican street sweeper that is second on our list of equipment we would like to replace. It is the workhorse of our two sweepers and has seen better days. Street sweepers are a high wear piece of equipment due to the nature of their work. Many components are close to needing replacement which could add up very quickly. Several high dollar components may or may not fail in the near future including items like the hydrostatic transmission, differential and drive systems. The sweeper is on the replacement schedule but is short $1,991.84.

I have discussed the basics with Finance and propose using the funds from the Equipment Replacement Schedule to purchase the second Municipal Vehicle for sidewalks and to cover the short fall for the street sweeper. Here is my proposal;

1. $35,304.00 from the Sno Tech Blower #308 in the replacement schedule. This machine was no longer used and was traded in 2009, with Council approval, to acquire several V-plows. There would be no further replacement schedule accumulation for #308.

2. $95,797.00 is in the schedule for #341. This rubber tire backhoe is used about 200 hours a year and should last for twenty years at that rate. We rent the type of backhoe necessary for the particular job we are doing which could require a mini excavator, rubber tire backhoe or long reach excavator depending on the task. Funds for #341 could be used and no further accumulation added to the schedule.

The second Municipal Vehicle (sidewalk/trail machine) is not in the Replacement Schedule and will cost $112,646.25.

There is a $1,991.84 shortfall for the Pelican Street Sweeper.

The total dollar amount needed for these two items is $114,638.09.

Summary of funding source from the replacement schedule:

Sno Tech #308	$35,304.00
Backhoe #341	$95,797.00
	Total $131,101.00

AGENDA ITEM 4H

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

Resolution Accepting Proposal from American Engineering Testing, Inc. for Construction Materials Testing Services for the 2012 Pavement Management Program, City Project 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court

Meeting Date:	April 23, 2012
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
X	Other: Pavement Management Fund, Special Assessments, State Aid Funds, Sewer Fund, Water Fund

PURPOSE/ACTION REQUESTED

Resolution accepting proposal from American Engineering Testing, Inc. for construction materials and environmental testing services for the 2012 Pavement Management Program, City Project 2012-09D – Urban Street Reconstruction, 65th Street Neighborhood and Cahill Court.

SUMMARY

City Project No. 2012-09D was ordered on April 9, 2012. AET provided preliminary geotechnical evaluation for the project. AET has done many of the City's reconstruction projects. The current proposal from AET includes the following: material testing and control, concrete testing, bituminous testing, aggregate materials testing, soils observations, compaction and related testing on the site, testing of select borrow and topsoil, Phase I environmental site assessment and environmental sampling and testing in the Rubbish Ranch area.

AET has added a litigation reimbursement clause to their contract agreements with the City of Inver Grove Heights; therefore, we no longer need to add an Addendum to their proposals.

I recommend that the Council adopt the resolution accepting the proposal from AET dated April 18, 2012 for construction materials testing services for the 2012 Pavement Management Program, City Project No. 2012-09D – 65th Street from Babcock Trail to Cahill Avenue with an estimated budget of $87,297. The 2012 testing services are higher than previous years due to the environmental contamination that resulted from the Rubbish Ranch and our Dakota County/MPCA approved response action plan.

TJK/kf
Attachments: Resolution
Proposal

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION ACCEPTING A CONSTRUCTION MATERIALS TESTING PROPOSAL FROM AMERICAN ENGINEERING TESTING FOR THE 2012 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2012-09D – 65TH STREET FROM BABCOCK TRAIL TO CAHILL AVENUE AND ADJACENT NEIGHBORHOODS AND CAHILL CO0URT

RESOLUTION NO. _____

WHEREAS, as part of the City's 2012 Pavement Management Program, 65th Street Neighborhood and Cahill Court has been identified for reconstruction starting in 2012; and

WHEREAS, in order to complete the materials testing services in a timely manner for the 2012 Pavement Management Program – City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court , assistance of a consulting engineering firm is required for materials testing services; and

WHEREAS, the City has an approved response action plan to address environmental contamination which resulted from the Rubbish Ranch which requires additional monitoring during construction and testing of contaminated materials which must be done by a geotechnical consultant, and

WHEREAS, City staff requested, and received a proposal from AET; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that AET be selected from the Technical Services Consultant Pool to provide the materials testing services on City Project No. 2012-09D.

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

1. The proposal of AET, dated April 18, 2012, is accepted and staff is authorized to enter into a contract with AET in an estimated amount of $87,297.00 for materials testing services, environmental monitoring and testing, and other deliverables as identified in the March 29, 2012 proposal for the 2012 Pavement Management Program – City Project No. 2012-09D, 65th Street Neighborhood and Cahill Court.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of April 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

April 18, 2012

City of Inver Grove Heights
Department of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Attn: Tom Kaldunski

RE: Proposal for Materials Testing and Environmental Services
2012 Street & Utility Improvements
City Project 2012-09D
Inver Grove Heights, Minnesota
AET Proposal No. 22-01370

Dear Mr. Kaldunski:

Thank you for the opportunity to provide you with this proposal to perform engineering observation and materials testing and environmental monitoring and testing services for the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this letter which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services. If you have any questions regarding the anticipated work scope or need additional information, please contact me.

Project Information

We understand the proposed construction will consist of utility installation, grading, bituminous surfacing and concrete curbs, driveways and sidewalks. We understand that the 65th Street portion of the project is a state aid project. We understand that the scope of the testing may, at a minimum, be performed generally according to the Mn/DOT Schedule of Materials Control; but that the City of Inver Grove Heights personnel generally request a larger quantity of materials tests than the minimum quantities required by the Schedule of Materials Control. We have been provided with an estimate of the project material quantities and the project plans. The project specifications have not been made available.

Scope of Services

Based on the estimated materials quantities you have provided to us and our previous experience with similar projects in this portion of the City of Inver Grove Heights, our anticipated scope of services is outlined below. We have attempted to estimate the quantities of tests which may be required based on the amounts of testing requested on previous similar projects for the City of Inver Grove Heights. The scope of our services will be to perform Testing Services as requested by the City of Inver Grove Heights personnel and/or as outlined in the Schedule of Materials Control, with

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the exception of the observations and testing at the concrete and bituminous production plants. For the State Aid portions of the project, the contractor will be required to perform the additional QC testing as outlined in the Schedule of Materials Control. **Representatives of the City of Inver Grove Heights should contact the appropriate Mn/DOT personnel prior to start of the project. Mn/DOT will then perform quality testing and observation at the bituminous and concrete production plants**. If requested, AET can provide the testing and observation at the production plant. If these services are requested, the services will be provided in accordance with the rates indicated on the attached fee schedule.

Soil Observation & Testing

During excavation for reconstruction of the roadways we will perform intermittent trips to the site if requested by the City of Inver Grove Heights. If requested, we will also visit the site to observe test roll operations of the completed roadway subgrades before placement of Class 5 base or Select Granular Borrow. Since the quantities of site visits (if any) is not know at this time, the cost for these services is not included in our cost estimate.

During placement of fill, select granular borrow, or Class 5 base in the pavement areas and backfill in the utility trench excavations, an Engineering Technician will visit the site on a will-call basis to test the fill when requested by the City of Inver Grove Heights. Mn/DOT certified technicians will be used at least on the State Aid portions of the project. Our services will include the following:

- Compaction tests to evaluate the density of fill soils, Class 5 base, select granular borrow material and embankment or utility trench backfill soils.
- Compaction tests to evaluate the density of the aggregate base material using the dynamic cone penetrometer (DCP) method or sand cone density test.
- Standard Proctor tests for every different type of fill used.
- Sieve analysis tests of select granular fill and Class 5 aggregate base.
- Bitumen content of recycled bituminous mixture planned for use as aggregate base.
- Laboratory testing of Select Topsoil Borrow.

We have estimated a total of about 90 trips will be required by the Engineering Technician to perform the compaction testing and materials sampling. Periodic reports will be issued presenting the results of our testing.

Concrete Testing

Personnel from AET will perform testing of concrete placed for the curb & gutter, sidewalks and concrete driveways on a will-call basis, when requested by the City of Inver Grove Heights. These services will be performed by Concrete Field Engineering Technicians. Mn/DOT certified technicians will be used at least on the State Aid portions of the project. Our services will include the following:

- Test the slump of the plastic concrete.
- Test the air content of the plastic concrete.
- Measure the temperature of the plastic concrete.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the City of Inver Grove Heights and the contractor. Daily field reports of our observations and testing will be available to the Engineer. The results of our tests will be provided in reports that are issued periodically.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Each set will consist of four cylinders; one of which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for possible future testing. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

Based on the material quantities you provided and our experience on the previous projects in the City of Inver Grove Heights, we estimate that about 47 sets of cylinders will be required and that about 47 site visits will be required to perform the testing.

Bituminous Mixture Testing

Testing will be performed as required by the City of Inver Grove Heights. Samples may also be taken by the contractor on a random basis during placement. If so, a split portion of each sample will be delivered to our laboratory for testing. The samples will be tested in our laboratory for the following:

- Bituminous mixture properties: Gyratory Density (AASHTO T312) Mn/DOT Modified, Rice Specific Gravity (ASTM:D2041) Extraction/Gradation (ASTM:D2172 Method E-11) Mn/DOT Modified C136 and C117, Fine Aggregate Angularity (AASHTO T304, Method A, Mn/DOT 1206.5), Percent Crushed Particles (Mn/DOT 1214.8)

Mn/DOT specifications indicate that coring of in-place bituminous mixture is to be performed by the contractor at locations selected by the project engineer on a random number basis. However, if requested, after the completion of each days paving we will obtain the core samples of the in-place mixture. Based on the estimated quantities provided, we estimate the coring will consist of about 96 cores. Half of the core samples will be delivered to the laboratory for testing and the other half are for testing by the contractor. This testing will include the following:

- The thickness of each layer of the core sample.

- The density of each layer of the core sample.
- Determination of the percent of maximum (Gmm) density of each layer of the core sample.

Environmental Sampling/Testing

AET's previous environmental site assessment activities identified contamination in shallow soils along the project corridor. We understand the City would like to reuse excavated soils from the project on city property along the 65th Street East right of way. AET recently assisted the City to enroll the project into the Brownfields Program of the Minnesota Pollution Control Agency (MPCA). A Response Action Plan (RAP) was prepared for proper site preparations and materials management.

The purpose of AET's proposed services is to implement the RAP and coordinate with the MPCA and Dakota County to attain technical approval and appropriate assurances. AET proposes to perform the following scope of services:

Task 1 – Hot Spot and Contaminated Roadway Excavation Observations and Monitoring

- AET environmental personnel will collect and screen soil samples from the floor and sidewalls of one hot spot excavation outlined in the RAP.
- AET environmental personnel will collect soil samples for environmental screening during excavation of the contaminated roadway area. Soil samples will be screened with a photoionization detector (PID) equipped with a 10.6 eV lamp for the presence of organic vapors. Soil samples will also be screened with a x-ray fluorescence (XRF) analyzer for lead. Also, obvious odors and visual evidence of contamination will be noted.
- AET environmental or engineering personnel will conduct environmental monitoring during excavation activities along roadways (65th Street East and Buckley Way) that cross the Rubbish Ranch Dump Site area. Soil samples will be screened with a PID for the presence of organic vapors and for lead with the XRF. Also, obvious odors and visual evidence of contamination will be noted.

Task 2 – Subcontract Laboratory Analysis

- Six confirmation soil samples will be collected from the hot spot excavation and submitted to a subcontract laboratory for chemical analysis of lead.

- If unanticipated contamination is found AET has included collection of up to five soil samples for laboratory analysis by our subcontract laboratory for the following parameters:
  - Diesel range organics (DRO) by WIDRO method
  - Polynuclear aromatic hydrocarbons (PAHs) by EPA8270
  - Polychlorinated byphenyls (PCBs) by EPA8082
  - 8 RCRA-list metals by EPA6010B and 7471A
  - pH

  Sample selection will be based on PID screening results, visual/odor evidence, and our understanding of subsurface conditions.

Task 3 – Project Management and Reporting

- Correspond with Dakota County and the Minnesota Pollution Control Agency (MPCA) to coordinate project activities to achieve the scope described herein.
- Attend 4 on-site contractor meetings.
- Upon completion of the field activities and receipt of analytical results, AET will summarize the results in a written implementation report. The report will include field screening/sampling logs, methodologies used, maps, and the results of the analytical testing compared to standards established by the MPCA.

Task 4 – Phase I Environmental Site Assessment (ESA)

The MPCA has requested that a Phase I ESA be completed in accordance with VIC program guidance documents. The Phase I ESA scope is outlined below.

- Review reasonably ascertainable records that will help identify recognized environmental conditions in connection with the property. Records include standard environmental sources, physical setting sources, and historical use information.

- Perform a reconnaissance of the property to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the property. The reconnaissance will include observations of the general site setting and a discussion of the following: current and past uses of the property and adjoining properties; the geologic, hydrogeologic, hydrologic and topographic conditions of the property and adjoining properties; a general description of the structures at the property; roads at and adjoining the property; potable water supply for the property including on-site wells, on-site sewage disposal/septic systems; hazardous substances and petroleum product uses at the property;

hazardous substance, petroleum product, and unidentified substance containers at the property; storage tanks; odors; pools of liquid, stains, and corrosion; PCB containing equipment (excluding fluorescent light ballasts); drains and sumps; pits, ponds, or lagoons; stressed vegetation; solid waste; and heating/cooling systems associated with structures on the property.

- Interview owners, occupants, state, and/or local government officials to obtain information indicating recognized environmental conditions in connection with the property.

- Interpret information collected in conjunction with performing the records review, site reconnaissance, interviews, and present the results in a written report.

The Phase I ESA will be performed by or under the supervision or responsible charge of an AET Environmental Professional.

The scope of AET's Phase I ESA is in general compliance with the Standards and Practices for All Appropriate Inquiries (AAI) rule (40 CFR Part 312, November 1, 2005) and the American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process - ASTM E 1527-05.

Estimated Fees

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Please note that the unit rates on the attached Fee Schedule are generally lower than the rates established in our February 10, 2011, Contract Agreement Between the City of Inver Grove Heights and American Engineering Testing, Inc. for Professional Services. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services, based on the material quantities you provided and our previous experience with similar projects in the City of Inver Grove Heights. Our estimated total cost will be $87,297.00.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor's schedule, unforeseen conditions, retesting of services or an increase or decrease in test quantities or scope of services which may be requested by the City of Inver Grove Heights. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. The total cost or scope of services will not be increased without authorization from the City of Inver Grove Heights.

Terms and Conditions

Our services will be performed per the *Contract Agreement Between the City of Inver Grove Heights and American Engineering Testing, Inc. For Professional Services*, dated February 10, 2011, including Section IV-G, "Litigation Reimbursement", and Addendum No. 1 to the Master Contract dated April 6, 2012.

Acceptance

This proposal is presented in duplicate. Please indicate your acceptance of this proposal by endorsing the enclosed copy and returning it to us. The original proposal should be kept for your records.

General Remarks

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at 651-659-1363.

Sincerely,

American Engineering Testing, Inc.

Gary A. Larson
Senior Engineering Assistant

Attachments:

Fee Schedule Tabulations (three pages)

PROPOSAL ACCEPTED BY:

Signature:_____

Typed Name:_____

Company:_____

Date: _____

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
- ENVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

FEE SCHEDULE
PROJECT TESTING SERVICES
2012 STREET & UTILITY IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA
AET PROPOSAL No. 22-01370
CITY PROJECT NO. 2012-09D

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
Excavation Observations and Compaction Testing							
1. Staff Engineer I or Senior Engineering Assistant for observations of roadway excavations and subgrade test rolls, consultation and reporting **(services provided on a will-call basis if required)**.	hours	$102.00	$0.00	0.0	$0.00	0.0	$0.00
2. Engineering Technician mobilization for soil compaction testing, Aggregate Base Penetration Index Method testing (DCP), relative moisture testing, and sample collection **(services provided on a will-call basis - assumes 90 trips to the jobsite)**.	90 trips	$63.00	$5,670.00	0.0	$0.00	0.0	$0.00
3. Personal or Company vehicle mileage (Engineers).	miles	$0.65	$0.00	0.0	$0.00	0.0	$0.00
4. Engineering Technician site time to perform sampling, Soil/Aggregate Base compaction tests, materials sampling, or DCP testing of aggregate base.	125 hours	$70.00	$8,750.00	0.0	$0.00	0.0	$0.00
5. Standard Proctor tests (Method B or C).	20 tests	$115.00	$2,300.00	0.0	$0.00	0.0	$0.00
6. Oil content test on reclaimed bituminous sample.	4 tests	$155.00	$620.00	0.0	$0.00	0.0	$0.00
7. Sieve tests of select granular fill and Class 5 aggregate base.	60 tests	$85.00	$5,100.00	0.0	$0.00	0.0	$0.00
8. Relative moisture test of Class 5, select granular borrow and embankment fill(MnDOT method).	tests	$20.00	$0.00	0.0	$0.00	0.0	$0.00
9. Nuclear Density Guage Rental.	45 days	$10.00	$450.00	0.0	$0.00	0.0	$0.00
10. Select Topsoil Borrow Tests.	5 tests	$320.00	$1,600.00	0.0	$0.00	0.0	$0.00
11. Topsoil Borrow Grain size Analysis Tests.	0 tests	$230.00	$0.00	0.0	$0.00	0.0	$0.00
Concrete Testing							
1. Engineering Technician for testing of concete. **(services provided on a will-call basis)**.	65 hours	$70.00	$4,550.00	0.0	$0.00	0.0	$0.00
2. Engineering Technician mobilization for concrete testing **(services provided on a will-call basis - assumes 47 trips to the jobsite)**.	47 trips	$63.00	$2,961.00	0.0	$0.00	0.0	$0.00
3. Personal or Company vehicle mileage (Engineers and Technicians).	miles	$0.65	$0.00	0.0	$0.00	0.0	$0.00
4. Curing, handling and compressive strength testing of concrete test cylinders (47 sets of cylinders).	141 cyl.	$21.00	$2,961.00	0.0	$0.00	0.0	$0.00
5. Curing, handling of non-tested hold cylinders.	47 cyl.	$20.00	$940.00	0.0	$0.00	0.0	$0.00
6. Concrete cylinder pick-up service from jobsite.	20 trips	$60.00	$1,200.00	0.0	$0.00	0.0	$0.00
Bituminous Testing							
1. Engineering Technician sampling of bituminous materials, nuclear density testing of bituminous control strip, retreival of cores cut by the contractor **(services provided on a will-call basis - assumes 20 trips to the jobsite)**.	30 hours	$70.00	$2,100.00	0.0	$0.00	0.0	$0.00
2. Personal or Company vehicle mileage (Engineers and Technicians).	600 miles	$0.65	$390.00	0.0	$0.00	0.0	$0.00
3. Removal of cores from finished bituminous surface, if required. (minimum of 4 per trip)	0 cores	$80.00	$0.00	0.0	$0.00	0.0	$0.00

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FEE SCHEDULE
PROJECT TESTING SERVICES
2012 STREET & UTILITY IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA
AET PROPOSAL No. 22-01370
CITY PROJECT NO. 2012-09D

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
4. Thickness and density tests of companion bituminous core samples provided by the contractor.	52 tests	$40.00	$2,080.00	0.0	$0.00	0.0	$0.00
5. Asphalt extraction and aggregate gradation tests of bituminous mixtures.	tests	$198.00	$0.00	0.0	$0.00	0.0	$0.00
6. Marshall density and Rice specific gravity tests of bituminous mixtures.	tests	$167.00	$0.00	0.0	$0.00	0.0	$0.00
7. Tests of Bituminous mixture properties (gyratory method).	25 tests	$500.00	$12,500.00	0.0	$0.00	0.0	$0.00
Environmental Excavation and Monitoring							
1. Staff Scientist II for observations of roadway excavations, consultation and reporting **(services provided on a will-call basis if required)** .	8 hours	$117.00	$936.00	0.0	$0.00	0.0	$0.00
2. Environmental Technician mobilization for PID and XRF screening and sample collection.	15 trips	$85.00	$1,275.00	0.0	$0.00	0.0	$0.00
3. Personal or Company vehicle mileage (Engineers or Scientists).	120 miles	$0.65	$78.00	0.0	$0.00	0.0	$0.00
4. Environmental Technician site time to perform screening and sampling for laboratory analysis.	120 hours	$85.00	$10,200.00	0.0	$0.00	0.0	$0.00
5. Photoionization Detector (PID) Rental	15 days	$100.00	$1,500.00	0.0	$0.00	0.0	$0.00
6. X-ray Fluoresence (XRF) Meter Rental	2 weeks	$1,500.00	$3,000.00	0.0	$0.00	0.0	$0.00
Subcontract Laboratory Testing							
1. Total Lead	7 unit	$11.50	$80.50	0.0	$0.00	0.0	$0.00
2. Diesel Range Organics	5 unit	$34.50	$172.50	0.0	$0.00	0.0	$0.00
3. Volatile Organic Compounds	5 unit	$97.75	$488.75	0.0	$0.00	0.0	$0.00
4. 8 RCRA Metals	5 unit	$74.75	$373.75	0.0	$0.00	0.0	$0.00
5. Polynuclear Aromatic Hydrocarbons	5 unit	$80.50	$402.50	0.0	$0.00	0.0	$0.00
6. Polychlorinated Byphenyls	5 unit	$80.50	$402.50	0.0	$0.00	0.0	$0.00
7. TCLP 8 RCRA Metals	5 unit	$126.50	$632.50	0.0	$0.00	0.0	$0.00
8. Asbestos	5 unit	$15.00	$75.00	0.0	$0.00	0.0	$0.00
Env. Project Management, Coordination, RAP Implementation, Reporting							
1. Project Manager/Scientist II for coordination of AET environmental personnel and activities, attending pre-construction meeting, consultation and report preparation.	50 hours	$117.00	$5,850.00	0.0	$0.00	0.0	$0.00
2. Personal or Company vehicle mileage.	120 miles	$0.65	$78.00	0.0	$0.00	0.0	$0.00
3. Principal Hydrogeologist for special consultation and report review.	5 hours	$156.00	$780.00	0.0	$0.00	0.0	$0.00
Phase I Environmental Site Assessment	1 ls	$2,000.00	$2,000.00				

FEE SCHEDULE
PROJECT TESTING SERVICES
2012 STREET & UTILITY IMPROVEMENTS
INVER GROVE HEIGHTS, MINNESOTA
AET PROPOSAL No. 22-01370
CITY PROJECT NO. 2012-09D

SERVICE DESCRIPTION	PROJECT BUDGET			TOTAL AMOUNTS INVOICED TO DATE		Invoice Amount Through	
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT	# Units	Amount	# Units	Amount
Project Management & Coordination							
1. Project Manager for coordination of AET personnel and activities, attending pre-construction meeting, consultation and report preparation.	44 hours	$102.00	$4,488.00	0.0	$0.00	0.0	$0.00
2. Principal Engineer for special consultation and report review.	2 hours	$156.00	$312.00	0.0	$0.00	0.0	$0.00
	ESTIMATED BUDGET		$87,297.00	TOTAL INVOICED TO DATE	$0.00	MONTHLY INVOICE TOTAL	$0.00

AGENDA ITEM 4I

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for City Project No. 2011-09D – Urban Street Reconstruction, South Grove Area 6

Meeting Date:	April 23, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A
		X	Other: Special Assessments, Pavement Management Fund, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider a resolution calling for hearing on proposed assessments and a resolution declaring the costs to be assessed and ordering preparation of the proposed assessments for City Project No. 2011-09D – Urban Street Reconstruction, South Grove Area 6.

SUMMARY

This project has been completed and an assessment hearing is proposed for May 29, 2012.

The project included roadway reconstruction, including bituminous pavement reclamation, sub-grade excavation/preparation, granular sub-grade, aggregate base, bituminous pavement, curb and gutter removal/replacement; driveway reconstruction; sidewalk removal/replacement; drainage improvements including storm sewer and rain garden installation; water main improvements, including water main replacement, hydrant/valve replacement, restoration and appurtenances. As directed, staff had a property appraiser (Metzen) prepare an appraisal analysis of the properties in the project area.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessment, declaring the costs to be assessed, and ordering preparation of the proposed assessments for City Project No. 2011-09D – Urban Street Reconstruction, South Grove Area 6.

TJK/kf
Attachments: Resolutions
Project Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENTS

CITY PROJECT NO. 2011-09D – URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, April 23, 2012, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2011-09D Urban Street Reconstruction, South Grove Area 6

WHEREAS, the project includes street reconstruction, drainage improvements, water main relocation, sanitary sewer service improvements, restoration and appurtenances; and

WHEREAS, the total final City project cost is $2,847,841.38.

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

1. The amount to be specially assessed for City Project No. 2011-09D is hereby declared to be $1,458,674.67.

2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of April 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

CITY PROJECT NO. 2011-09D – URBAN STREET RECONSTRUCTION, SOUTH GROVE AREA 6

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, April 23, 2012, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

City Project No. 2011-09D – Urban Street Reconstruction, South Grove Area 6

WHEREAS, the project includes street reconstruction, drainage improvements, water main relocation, sanitary sewer service improvements, restoration and appurtenances; and

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 29th day of May 2012, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.

2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

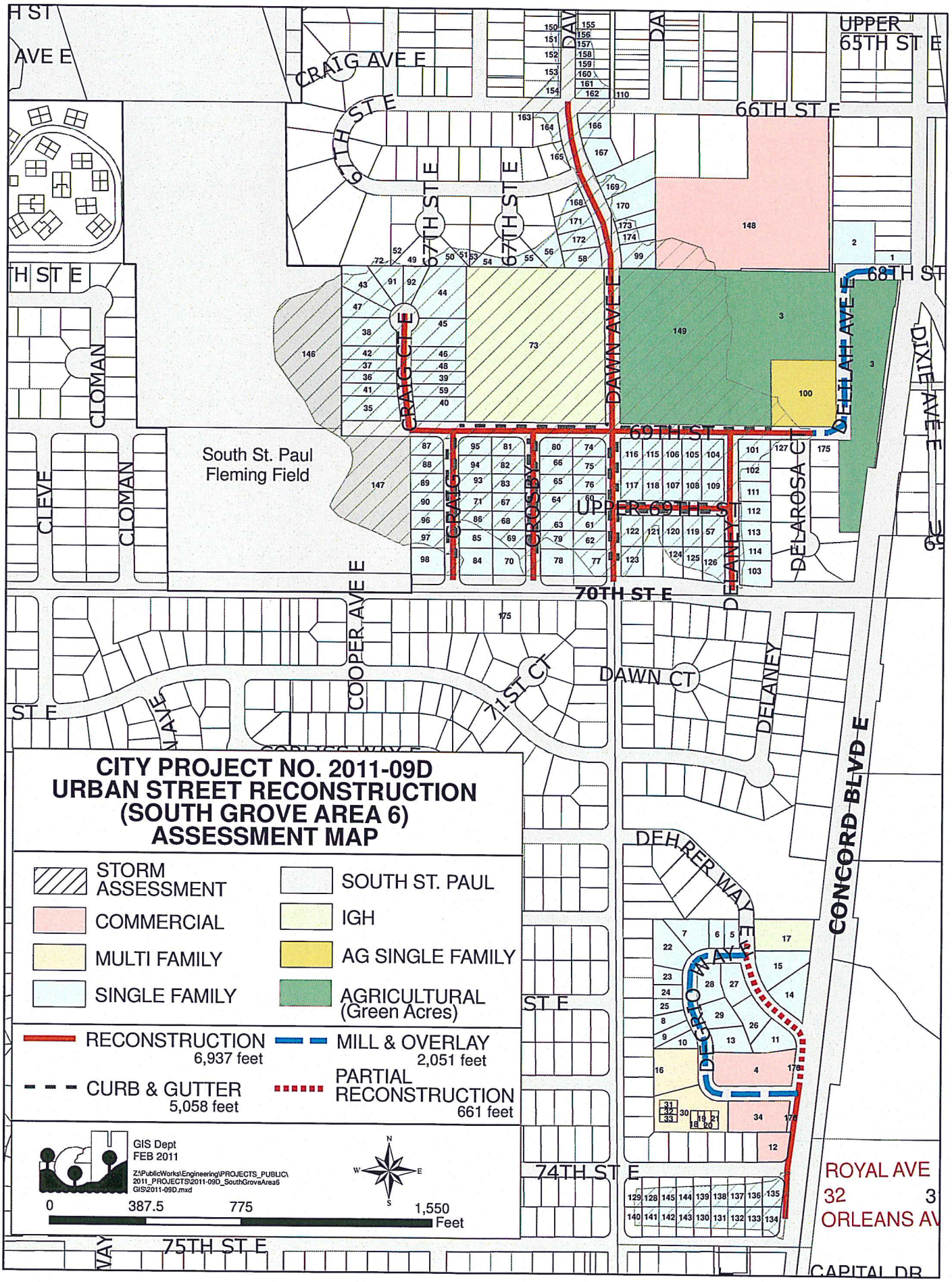
Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of April 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk


CITY PROJECT NO. 2011-09D
URBAN STREET RECONSTRUCTION
(SOUTH GROVE AREA 6)
ASSESSMENT MAP
STORM ASSESSMENT
COMMERCIAL
MULTI FAMILY
SINGLE FAMILY
SOUTH ST. PAUL
IGH
AG SINGLE FAMILY
AGRICULTURAL (Green Acres)
RECONSTRUCTION 6,937 feet
MILL & OVERLAY 2,051 feet
CURB & GUTTER 5,058 feet
PARTIAL RECONSTRUCTION 661 feet
GIS Dept
FEB 2011
Z:\PublicWorks\Engineering\PROJECTS_PUBLIC\2011_PROJECTS\2011-09D_SouthGroveArea6GIS\2011-09D.mxd
0 387.5 775 1,550 Feet
N
W
E
S
South St. Paul Fleming Field
CRAIG AVE E
66TH ST E
UPPER 65TH ST E
67TH ST E
68TH ST
DELLAH AVE E
DIXIE AVE E
DAWN AVE E
69TH ST
UPPER 69TH ST
70TH ST E
CRAIG CT E
CROSBY
DELANEY
DELAROSA CT
COOPER AVE E
71ST CT
DAWN CT
CLOMAN
CLEVE
CONCORD BLVD E
DEHRER WAY
DESTINO WAY
74TH ST E
75TH ST E
ROYAL AVE
ORLEANS AV
CAPITAL DR

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

Consider Approval of Therapeutic Massage Business License

Meeting Date: April 23, 2012
Item Type: Consent
Contact: Melissa Rheaume
Prepared by: Melissa Rheaume
Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED: Consider Approval of an application by Laura Felty Johannsen for a therapeutic massage business license

SUMMARY: An application has been submitted by Ms. Johannsen for a therapeutic massage business license. The applicant has experience as a massage practitioner and intends to operate a therapeutic massage business, Changing Tides Massage, at 5878 Blackshire Path. At this time she will be the only person offering massage services at the location. Ms. Johannsen submitted the appropriate fees and documentation as required by City Code. She completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

AGENDA ITEM _____

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

PERSONNEL ACTIONS

Meeting Date:	April 23, 2012		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Jannetto, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

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

Please confirm the seasonal/temporary employment of: Michael Garfield, Joe Harrington, Carter Lange, and Kelsey Rother.

Please confirm the seasonal/temporary termination of employment of: Rebecca Enders, Erik Asmus, Jessica Barnhart, Mark Bratten, Oleg Diner, Tara Evangelist, Terri Fox-Fitzgerald, Christian Goettsch, Daniel Grzywacz, Taylor Grzywacz, Samuel Huberty, Megan Martinez, Jack Martinson, Angela Phillips, Elizabeth Robinette, Ellen Ryan, Eric Streich, Heather Thomas, Amber Weatherford, Courtney Aronson, Nicole Aronson, Tyler Barrett, Joey Greshowak, Gabriella Guneratne, Tammy Jensen, Lacy-Rae Kettner, Shannon Kinley, Clayton Knoke, Kaitlin Kowitz, Karley Lanigan, Brittany Mann, Timothy Moore, Kathryn Murphy, Alix Pavlak, Katie Perron, Austin Scott, Heather Towner, and Matthew Wrobel.

Please confirm the separation of employment of: Nicole Morris, Office Support.

AGENDA ITEM _____

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

Meeting Date:	April 23, 2012		**Fiscal/FTE Impact:**
Item Type:	Citizen Comment	X	None
Contact:			Amount included in current budget
Prepared by:	Joe Lynch, City Administrator		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

To consider approval of a change in the Ordinance to allow the discharge of firearms in the as a part of the Firearms Safety School run by the Minnesota Department of Natural Resources on the Vance Grannis property.

SUMMARY

Lieutenant Alex Gutierrez of the Minnesota Department of Natural Resources will appear before the Council under the Citizen Comment portion of the meeting seeking your approval to allow his agency to conduct a Firearms Safety School on the Vance Grannis property including the discharge of firearms (.22 rifles) as a part of that program. I received nothing in writing from Lt. Gutierrez except the enclosed piece of information about the program. We do not know the logistics of where, when and how the users, property owner and general public would be protected during the firing of these weapons. Police Chief Larry Stanger has not had an opportunity to meet with Lt. Gutierrez or any other representatives of the DNR or the property owner to discuss this event. Chief Stanger will not be in attendance at the Council meeting due to the fact that he will be away on training.

We recommend that you take this request under advisement and direct the staff, including Chief Stanger and the City Attorney, return with Ordinance language that would allow for this type of event to occur, if that is what you wish. At the time of the return of the proposed Ordinance you could consider waiving the three (3) readings if you wish to accommodate the DNR and this program.

MN DNR Firearm Safety Program (FAS)

This document was prepared by 2nd Lt Alex Gutierrez - SW Metro Regional Training Officer and the MN DNR Safety Training and Education Division.

The FAS classes consist of a minimum of 12 hours of classroom and field experience in the safe handling of firearms and hunter responsibility.

The field experience allows students to learn and demonstrate commonly accepted principles of safety in hunting and the handling of firearms. It includes live fire on a rifle range.

Range portion of the DNR FAS Certification class consists of two DNR Certified FAS instructors coaching no more than 6 students at a time. Each student shoots a total of 15 rounds from a .22 caliber rifle which consists of 3 rounds standing, 4rds kneeling, 4rds sitting and 4rds lying down (prone). There will always be a minimum of two Certified FAS instructors at the range portion. The targets are placed at an average of height of no taller than 5 feet, with the bottom of the target usually 3 feet above ground.

All State of Minnesota certified safety training classes are covered under the State of Minnesota's liability insurance.

The positive effects of quality hunter education programs on hunter safety, behavior, satisfaction, retention and public acceptance of hunting are often overlooked. To address this concern, the MN DNR has placed an increased emphasis on improved methods of delivery and teaching techniques in the hunter education curriculum and making them more available to communities. There have also been a number of additions to the curriculum including landowner relations, ethical behavior, wildlife identification, wildlife management and conservation, hunting and wildlife laws and the enforcement of these laws.

“Three basic rules of firearms handling”

Treat each firearm as if it is loaded
Always control the muzzle of your firearm
Be sure of your target and what is beyond

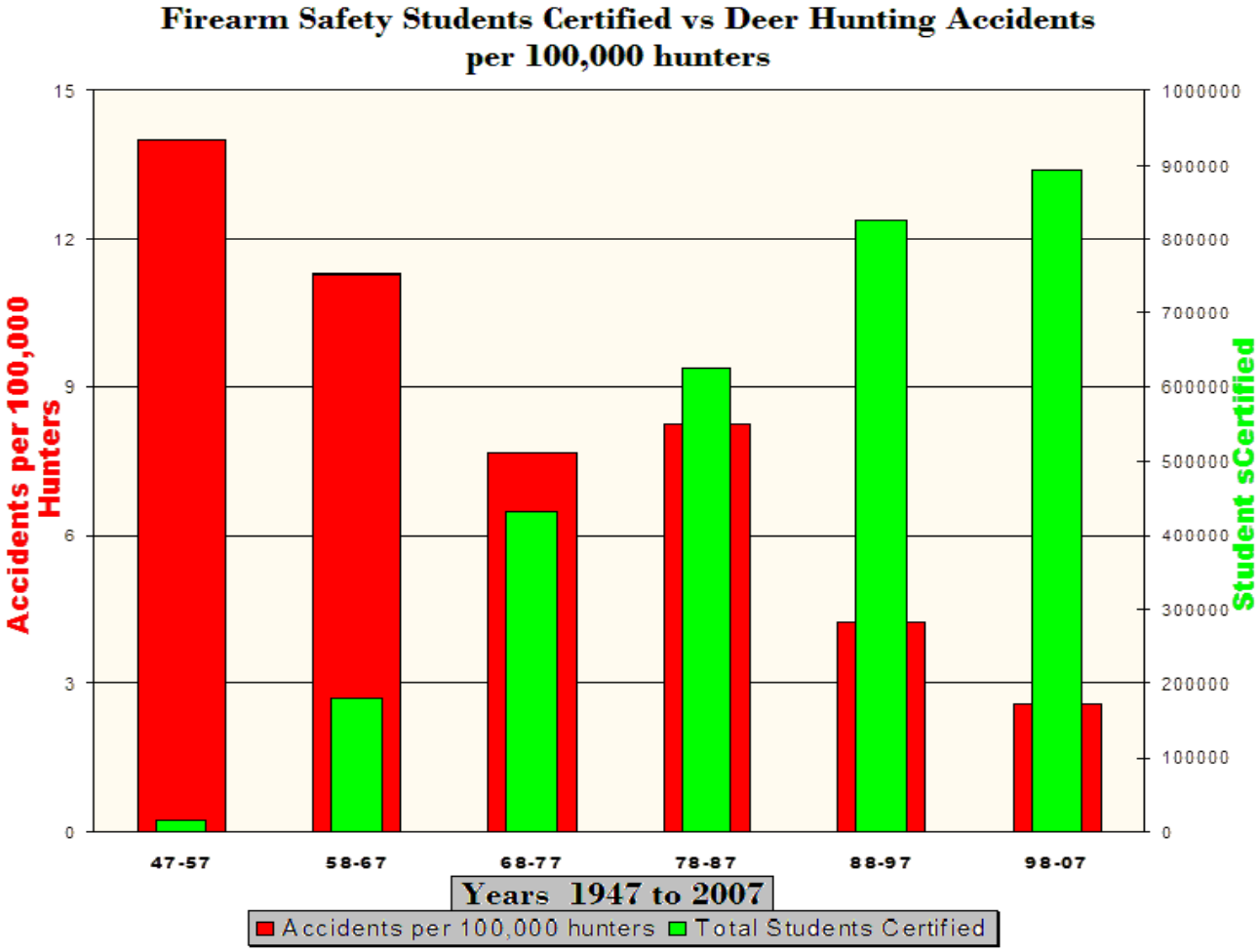
In 1947 there were 32 hunting incidents with 8 fatalities. There was one Firearm Safety class held in 1964 (19,062 certified) and there was no Firearm Safety until the program was officially started in 1974, where 27,847 were certified.

1955 had 22 hunting incidents, 4 fatalities, 0 students certified in Firearm Safety and 163,406 hunting licenses sold.

1975 had 102 hunting incidents, 14 fatalities, 28527 students certified in Firearm Safety and 329,517 hunting licenses sold.

2005 had 24 hunting incidents, 3 fatalities, 24033 students certified in Firearm Safety and 475,508 hunting licenses sold.

The chart below shows the decreasing number of hunting related accidents vs the increase in Firearm Safety Certified students.



There are several principles of the MN DNR Firearm Safety Education program and they are combined with the Hunter Education Certification Standards.

- Basic rules of shooting and hunting safety (treat every firearm as if it is loaded, always control the muzzle of your firearm, be sure of your target and what is in front of and beyond the target, keep finger off the trigger until ready to shoot, etc.)
- Proper loading and unloading of firearms (courteously acknowledging and accepting firearm with action open, gun pointing in safe direction at all times, knowing action type, correctly carrying and matching ammunition, knowing location(s) of safety(ies))
- Different action types (bolt, lever, semi-automatic, pump and break)
- Different safety mechanisms (push button, hammer, lever, tang, slide, grip, etc.)
- Matching the proper ammunition to the firearm (match data stamp on firearm to head stamp on ammunition.)
- Safely transport a firearm (while in a vehicle, boat, ATV or other transportation method)
- Safely enter, use, and exit a ground blind or elevated stand [Always pointed in safe direction, unloaded, checked, cased, ammunition separate, hauling line, sling, etc., types of elevated stands, fall arrest systems (FAS), and identifying products that meet industry safety standards.] - Amended June, 5 2010.
- Safely cross an obstacle or traverse hazardous terrain, one method alone; the other method while with a partner. (muzzle control, unload when crossing, carry positions.)
- Safe zones of fire (area in which a hunter can shoot safely, hunter communication, know where your hunting companions are at all times.)
- Appropriate carry methods (position within the group may vary)
- Safe shot selection (i.e. various backgrounds, vital zones, angles of shots/animals, skyline animals, flock shooting, clothing of hunters/others, foreground, zones of fire) that present safe/unsafe and/or unethical shot opportunities
- Determine whether barrel is free from obstruction (always point in safe direction, open action, check to be sure chamber/magazine is unloaded, check from breech and/or use appropriate accessories such as a barrel light)
- Why hunters should wear blaze orange clothing for most hunting situations and/or why it is better than other colors while in the outdoors (to be seen)
- Alcohol or drugs impair skills and judgment while handling sporting arms (coordination, hearing, vision, communications and good judgment)
- Safe cleaning procedures and proper storage of firearms (always pointed in a safe direction, unloaded, checked, cased, and/or placed/locked in a gun safe, ammunition stored and locked separately, gun locks/accessories in place, etc.)

AGENDA ITEM _____

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

IGH Investments, LLC – Case No. 12-06PUD

Meeting Date:	April 23, 2012
Item Type:	Regular Agenda
Contact:	Allan Hunting 651.450.2554
Prepared by:	Allan Hunting, City Planner
Reviewed by:	

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Final Plat and Final PUD Amendment and Development Contract with related documents for the plat of Argenta Hills 4th Addition.

- Requires 3/5th's vote.
- 60-day deadline: May 18, 2012 (first 60-days)

SUMMARY

The applicant is requesting Final Plat and Final PUD plan approval for Argenta Hills 4th Addition, a 23 lot single family subdivision. This would complete the first phase of residential development and the balance of the streets in this neighborhood would be constructed with this phase.

ANALYSIS

Planning and Engineering have reviewed the plat against the preliminary conditions of approval and find the final plan set consistent with those plans. The turn lane on Hwy 3 will begin construction this spring/summer.

RECOMMENDATION

Planning Staff: Recommends approval of the request with the conditions listed in the attached resolution

Planning Commission: Recommends approval of the request with the conditions listed. (6-1).

Attachments: Final Plat and Final PUD Resolution
Development Contract and related agreements (11 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 23 LOT SINGLE FAMILY SUBDIVISION TO BE KNOW AS ARGENTA HILLS 4th ADDITION

CASE NO. 12-06PUD
(IGH Investments)

WHEREAS, a final plat and final PUD development plan application has been submitted to the City for property legally described as;

Outlot A, Argenta Hills 3rd 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 23 lot plat with a development contract and related agreements to be known as Argenta Hills 4th 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 4th Addition Construction Plans (8 sheets) dated 8/22/11 with revisions dated 4/6/12

2. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this PUD.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL, that the Mayor and Deputy Clerk are hereby authorized to execute the Final Plat and Development Contract.

Passed this 23rd day of April, 2012.

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: April 17, 2012

SUBJECT: **IGH INVESTMENTS LLC (ARGENTA HILLS) – CASE NO. 12-06PUD**

Reading of Notice
No public hearing notice.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the Planning Commission is being asked to review the final plat and final PUD plans for Phase 4 of Argenta Hills for compliance with the approved preliminary plat and PUD conditions of approval. He advised that the 23 proposed lots will complete the balance of this neighborhood. MNDOT approved the plans for the Highway 3 right turn lane and the City anticipates that construction will begin this spring or summer. Staff finds the plans to be consistent with the preliminary plat and plans and recommends approval of the request.

Chair Bartholomew referred to Condition #6 and asked if the park dedication fee rate had changed.

Mr. Hunting replied that the rate had not changed in the last few years; however, staff added Condition #6 to prevent potential future issues should the rate be modified.

Commissioner Simon asked if the outlots shown on the plat were all open space.

Mr. Hunting replied in the affirmative, stating they were either permanent open space or open space used for the stormwater system.

Commissioner Simon noted that the outlot letter designations shown on the Final Utility and Street Construction Plan were different than those on the plat displayed by Mr. Hunting during his presentation.

Mr. Hunting stated the plat he displayed was an earlier version. The current outlot designations are referenced in the final plat documents and development agreements.

Commissioner Simon noted that some of the building pads shown on the plan appeared as if they encroached into the five foot easement.

Mr. Hunting replied that all homes in this plat would have to meet the five foot setback requirement, and the figures shown simply represented a general building pad area.

Commissioner Simon asked where the final access would be located for the Edgerton and Pilhofer properties.

Opening of Public Hearing
The applicant, Jacob Fick, 16972 Brantdjen Farms Drive, Lakeville, replied that the driveway for both residents would continue to move as construction dictates; however, they would maintain

access for both homeowners and would ultimately provide a permanent access road via the neighborhood to the west.

Chair Bartholomew asked if the applicant was agreeable with the two conditions listed in the report.

Mr. Fick replied in the affirmative.

Planning Commission Discussion

Commissioner Wippermann stated that although the homes being built were attractive, he would be voting against the request as he had an issue with the lot sizes and setbacks. He stated the homes were too close together and he preferred a 20 foot separation between buildings rather than the 10 feet being proposed. He was also opposed to the proposed lots being substantially smaller than the 12,000 square foot minimum required in other parts of the City.

Planning Commission Recommendation

Motion by Chair Bartholomew, second by Scales, to approve the request for a Final Plat and Final PUD Development approval for Argenta Hills 4th Addition, for the property located along Auburn Court and Autumn Way.

Motion carried (6/1 – Wippermann). This item goes to the City Council on April 23, 2012.

DEVELOPMENT CONTRACT

FOR PLAT OF

ARGENTA HILLS 4th ADDITION

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EXHIBIT A Legal Description of Plat

EXHIBIT B List of Development Plans

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EXHIBIT E	Miscellaneous Requirements And Conditions Imposed By The City
EXHIBIT F	Escrow Calculation

CITY OF INVER GROVE HEIGHTS

DEVELOPMENT CONTRACT
FOR PLAT OF ARGENTA HILLS 4th ADDITION

THIS AGREEMENT, made and entered into on the 23rd day of April, 2012, 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 4th Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.6 DEVELOPMENT PLANS. "DEVELOPMENT PLANS" means all the plans, drawings, specifications and surveys identified and checked on the attached Exhibit B, and hereby incorporated by reference and made a part of this DEVELOPMENT CONTRACT.

1.7 DEVELOPMENT CONTRACT. "DEVELOPMENT CONTRACT" means this contract by and among the CITY, OWNER and DEVELOPER.

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

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

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

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

1.12 OTHER REGULATORY AGENCIES. "OTHER REGULATORY AGENCIES" means and includes, individually and collectively, the following:

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Dakota County Highway Department

d.) Watershed District

e.) Water Management Organization

f.) Metropolitan Council

g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS.

1.13 UTILITY COMPANIES. "UTILITY COMPANIES" means and includes, jointly and severally, the following:

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

b.) pipeline companies.

1.14 PRIOR EASEMENT HOLDERS. "PRIOR EASEMENT HOLDERS" means and includes, jointly and severally, all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred by the PLAT or transferred pursuant to this DEVELOPMENT CONTRACT.

1.15 DEVELOPER IMPROVEMENTS. "DEVELOPER IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified in Article 4 and on the attached Exhibit C.

1.16 CITY IMPROVEMENTS. "CITY IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit D.

1.17 DEVELOPER PUBLIC IMPROVEMENTS. "DEVELOPER PUBLIC IMPROVEMENTS" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit C that are further labeled "public". DEVELOPER PUBLIC IMPROVEMENTS are improvements to be constructed by the DEVELOPER within public right-of-way or public easements and which are to be approved and later accepted by the CITY. DEVELOPER PUBLIC IMPROVEMENTS are part of DEVELOPER IMPROVEMENTS.

1.18 DEVELOPER DEFAULT. "DEVELOPER DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

a.) failure by the DEVELOPER to timely pay the CITY any money required to be paid under the DEVELOPMENT CONTRACT;

b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.

c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

d.) breach of the DEVELOPER WARRANTIES.

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

1.20 **DEVELOPER WARRANTIES.** "DEVELOPER WARRANTIES" means that the DEVELOPER hereby warrants and represents the following:

A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.

D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS

or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

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

G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.

H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably cureable within thirty (30) days, such additional reasonable period of time to effect the cure.

All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting.

The warranty period for street and drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the DEVELOPER to repair and correct any damage to or deficiency with respect to such improvements.

I. **OBTAINING PERMITS.** The DEVELOPER shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the DEVELOPER IMPROVEMENTS may be lawfully constructed.

1.21 **OWNER WARRANTIES.** "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:

A. **AUTHORITY.** OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

B. **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.

C. **PRESENT COMPLIANCE WITH LAWS.** OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.

D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

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

G. **PLAT COMPLIANCE.** To OWNER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to, environmental regulations.

H. **FEE TITLE.** IGH Investment, LLC, a Minnesota limited liability company, owns fee title to the property within the PLAT.

1.22 **CITY WARRANTIES.** "CITY WARRANTIES means that the CITY hereby warrants and represents as follows:

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

B. **AUTHORITY.** CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.

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

If to CITY:	City of Inver Grove Heights Attention: Scott Thureen Inver Grove Heights City Hall 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to OWNER/: DEVELOPER	IGH Investment, LLC Attention: Gregory W. Munson 2737 N Fairview Avenue Roseville, MN 55113

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

ARTICLE 2
PLAT APPROVAL

2.1. **PLAT APPROVAL.** Subject to the terms and conditions of this DEVELOPMENT CONTRACT, the CITY hereby approves the recording of the PLAT. The DEVELOPMENT PLANS are hereby approved by the CITY.

2.2 **PLAT DENSITY.** The parties mutually acknowledge that it is the intention to develop the entire PLAT in accord with the approved zoning.

2.3 **RECORDING OF PLAT.** The DEVELOPER shall record the PLAT and this DEVELOPMENT CONTRACT with the COUNTY Recorder within thirty (30) days of release of the PLAT to the DEVELOPER for recording. No building permits shall be issued unless the

DEVELOPER shows evidence to the CITY that the PLAT and this DEVELOPMENT CONTRACT have been recorded with the COUNTY Recorder.

ARTICLE 3
CITY IMPROVEMENTS

3.1 CITY IMPROVEMENTS. The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT except as stated on Exhibit D. CITY agrees that if CITY breaches its obligations contained in Exhibit D, the DEVELOPER and OWNER shall have available to them the remedy of specific performance.

ARTICLE 4
DEVELOPER IMPROVEMENTS

4.1 DEVELOPER IMPROVEMENTS. The DEVELOPER shall install, at its own cost, the DEVELOPER IMPROVEMENTS in accordance with the DEVELOPMENT PLANS and in accordance with the City Engineer Memo's on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). 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 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. If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 ENGINEERING SUBMITTALS REQUIRED. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the DEVELOPER PUBLIC IMPROVEMENTS shall be provided by the DEVELOPER in accord with CITY standards no later than 90 days after completion and acceptance of the DEVELOPER PUBLIC IMPROVEMENTS by the CITY, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. Two ties to all curb boxes and main-line gate valves.

2. All hydrant gate valves tied back to the hydrant.

3. All ties shall be 100 feet or less.

4. Top nut elevation of all hydrants.

5. Rim and Invert elevations on all Manholes and Catch basins.

6. Apron invert elevations on all Flared End Structures and storm sewer stubs.

7. Invert elevations on all sanitary and water service stubs.

8. Two ties to all sewer and water service locations.

9. Main line stationing for all sanitary sewer wyes and water main corporations.

10. Copy of final plat shall be submitted in an electronic format (see item 12).

11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom and on the side slopes to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be signed by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).

12. Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 9
RESPONSIBILITY FOR COSTS

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

9.2 CITY MISCELLANEOUS EXPENSES. The DEVELOPER shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the CITY in connection with this DEVELOPMENT CONTRACT, and PLAT approval and acceptance and authorization of improvements. Such expenses shall be itemized on reasonably detailed invoices describing services, rates, time, person performing the services and the date of such expenses. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

9.3 ENFORCEMENT COSTS. The DEVELOPER shall pay the CITY for costs incurred in the enforcement of this DEVELOPMENT CONTRACT, including reasonable engineering and reasonable attorneys' fees.

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

ARTICLE 10
DEVELOPER WARRANTIES

10.1 STATEMENT OF DEVELOPER WARRANTIES. The DEVELOPER hereby makes and states the DEVELOPER WARRANTIES.

ARTICLE 11
OWNER WARRANTIES

11.1 STATEMENT OF OWNER WARRANTIES. The OWNER hereby makes and states the OWNER WARRANTIES.

ARTICLE 12
CITY WARRANTIES

12.1 STATEMENT OF CITY WARRANTIES. The CITY hereby makes and states the CITY WARRANTIES.

ARTICLE 13
INDEMNIFICATION OF CITY

13.1 INDEMNIFICATION OF CITY. Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim, loss or damage, DEVELOPER shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees, that the CITY incurs of suffers, which arise out of, result from or relate to:

a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;

b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;

c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;

d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;

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

f.) approval by the CITY of the PLAT;

g.) approval by the CITY of the DEVELOPMENT PLANS;

h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;

i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;

j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;

k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

13.2 **NOTICE.** Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Section 13.1, the CITY shall give the FORMAL NOTICE in reasonable detail to the DEVELOPER. The DEVELOPER shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the DEVELOPER shall have the right to cure or remedy the event leading to such claim, or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

13.3 **DEFENSE OF CLAIM.** Provided the CITY is not in DEFAULT under the DEVELOPMENT CONTRACT with respect to the particular matter causing the claim or demand, with respect to claims or demands asserted against the CITY by a third party of the nature covered by Sections 13.1 and 13.2 above, and provided that the CITY gives FORMAL NOTICE thereof, the DEVELOPER will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the DEVELOPER will pay all costs and expenses including reasonable attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the CITY's expense. If the DEVELOPER fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the DEVELOPER.

ARTICLE 14
CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 CITY REMEDIES. If a DEVELOPER DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the DEVELOPER FORMAL NOTICE of the DEVELOPER DEFAULT and the DEVELOPER shall have thirty (30) days to cure the DEVELOPER DEFAULT or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure. If the DEVELOPER, after FORMAL NOTICE to it by the CITY, does not cure the DEVELOPER DEFAULT within thirty (30) days, or such other reasonable time, then the CITY may avail itself of any remedy afforded by law and any of the following remedies:

a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;

b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;

c.) the CITY may collect on the irrevocable letter of credit, setaside letter or cash deposit pursuant to Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;

d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;

e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

14.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this DEVELOPMENT CONTRACT is breached by the DEVELOPER and

thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

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

14.4 EMERGENCY. Notwithstanding the requirement contained in Section 14.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 14.1 hereof relating to giving the DEVELOPER a thirty (30)day period to cure the DEVELOPER DEFAULT, in the event of an emergency resulting from a DEVELOPER DEFAULT presenting an immediate threat to health or safety or presenting an immediate threat that will likely result in property damage unless immediately addressed as reasonably determined by the DWP, the CITY may perform the work or improvement to be performed by the DEVELOPER without giving any notice or FORMAL NOTICE to the DEVELOPER and without giving the DEVELOPER the thirty (30) day period to cure the DEVELOPER DEFAULT. In such case, the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any and all costs incurred by the CITY. In the alternative, the CITY may, in whole or in part, specially assess the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom; including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 15
ESCROW DEPOSIT

15.1 ESCROW REQUIREMENT.

A. Prior to release of the PLAT for recording, the DEVELOPER shall provide the CITY a cash deposit or 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 (i) 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 (ii) 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, 2015. 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, 2015, 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, 2015.

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 a letter of credit required under the Development Contract for the Final Plat of Argenta Hills 2nd Addition and 3rd Addition amended to cover both Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and Argenta Hills 4th Addition in an amount of $175,000. The CITY acknowledges that the letter of credit for $175,000 is adequate to cover Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and Argenta Hills 4th Addition if the letter of credit is amended to reference Argenta Hills 4th Addition, as well as Argenta Hills 3rd Addition and Argenta Hills 2nd Addition.

The bank and form of the irrevocable letter of credit 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, 2015. 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, 2015, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period.

The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of Section 8.4 and Section 1.20 (H) of the Development Contracts for Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and Argenta Hills 4th Addition 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 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, 2015.

At the end of the warranty period the CITY shall release the letter of credit; 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, the CITY may in its discretion agree with the DEVELOPER to have the DEVELOPER extend the letter of credit for a longer duration rather than have the CITY call upon the letter of credit before the expiration.

D. If the DEVELOPER IMPROVEMENTS listed on Exhibit F have been commenced, the CITY shall use the disbursements from the cash deposit or setaside account to cure the DEVELOPER DEFAULT if practicable. The CITY shall use the disbursements from the letter of credit 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.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this DEVELOPMENT CONTRACT.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER AND DEVELOPER
IGH INVESTMENT, LLC

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this _____ day of April, 2012, 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

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EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF ARGENTA HILLS 4th ADDITION

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

> Outlot A, Argenta Hills 3rd 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 4th Addition	8-22-11	Pioneer Engineering
Sanitary Sewer & Watermain (Sheets 2 to 3)	8-22-11*	Pioneer Engineering
Storm Sewer	8-22-11*	Pioneer Enginnering
Street Construction	8-22-11*	Pioneer Engineering
Details (Sheets 6 to 8)	8-22-11*	Pioneer Engineering
Grading Plans	8-22-11	Pioneer Engineering
Landscape Plan	8-22-11	Pioneer Engineering
Temporary Erosion Control Plan	8-22-11	Pioneer Engineering

*Revised on 4-6-12.

The above-listed Development Plans were approved by the City Engineer on April 9, 2012.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences regarding Argenta Hills 4th Addition (collectively the "City Engineer Memo's"):

1. Memo to the City Planner from the City Engineer dated September 14, 2011;
2. Memo to the City Engineer from Ryan Fleming of EOR dated September 15, 2011; and
3. Letter from the City Engineer to the Developer dated April 9, 2012.

The City Engineer Memo's are on file with the City.

EXHIBIT C

DEVELOPER IMPROVEMENTS

The items checked with an "X" below are the DEVELOPER IMPROVEMENTS. The items checked with "PUBLIC" below are those DEVELOPER IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	prior to obtaining a building permit	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit	storm water facilities to level of functionality
X PUBLIC	prior to obtaining a building permit	gravel base for streets and gravel base for accompanying six inch (6") sidewalks
X PUBLIC	10-15-13, or prior to issuance of certificate of occupancy for the individual subject lot, whichever occurs first	storm water facilities to level of total completion, except for infiltration basins
X PUBLIC	by reasonable date set by City Engineer	four infiltration basins and raingarden in cul-de-sac
X	**prior to issuance of certificate of occupancy for the individual subject lot	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	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	10-15-13	final wear course of bituminous for City streets and street lights

**Note: See Exhibit E, paragraph 3(e).

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 CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:

a.) 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 sealcoating payment of $4,100 as required under paragraph 13 of Exhibit E.

d.) Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.

e.) DEVELOPER AND OWNER must execute a Release of 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.

f.) DEVELOPER and OWNER must execute a Release of 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.

g.) DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for Lot 5, Block 2, Argenta Hills 4th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

h.) DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for Lot 6, Block 2, Argenta Hills 4th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

i.) DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for Lot 7, Block 2, Argenta Hills 4th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

j.) DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for Lot 8, Block 2, Argenta Hills 4th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

k.) DEVELOPER and OWNER must execute a Restrictive Use Agreement for Lot 8, Block 2, Argenta Hills 4th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

l.) DEVELOPER and OWNER must execute a Restrictive Use Agreement for Lot 9, Block 2, Argenta Hills 4th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

m.) DEVELOPER and OWNER must execute a Restrictive Use Agreement for Lot 15, Block 2, Argenta Hills 4th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

n.) DEVELOPER and OWNER must execute a Restrictive Use Agreement for Lot 16, Block 2, Argenta Hills 4th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

o.) 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.

p.) DEVELOPER must remediate the access road/haul road as required by paragraph 17 of this Exhibit E.

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:

- Plat of Argenta Hills 4th Addition
- Development Contract for Plat of Argenta Hills 4th Addition
- Release of Temporary Cul-De-Sac Easement Agreement for the Plat of Argenta Hills 3rd Addition
- Release of Agreement Relating to Development of Outlot A, Argenta Hills 3rd Addition
- Storm Water Facilities Maintenance Agreement for Lot 5, Block 2, Argenta Hills 4th Addition
- Storm Water Facilities Maintenance Agreement for Lot 6, Block 2, Argenta Hills 4th Addition
- Storm Water Facilities Maintenance Agreement for Lot 7, Block 2, Argenta Hills 4th Addition
- Storm Water Facilities Maintenance Agreement for Lot 8, Block 2, Argenta Hills 4th Addition
- Restrictive Use Agreement for Lot 8, Block 2, Argenta Hills 4th Addition

- Restrictive Use Agreement for Lot 9, Block 2, Argenta Hills 4th Addition
- Restrictive Use Agreement for Lot 15, Block 2, Argenta Hills 4th Addition
- Restrictive Use Agreement for Lot 16, Block 2, Argenta Hills 4th Addition

d.) The gravel sub-base for the streets within the PLAT has been installed.

e.) All utilities have been installed.

f.) Grading, drainage, stormwater facilities and erosion control have been substantially completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.

3.) **TEMPORARY CERTIFICATE OF OCCUPANCY**. Prior to the issuance of any temporary certificate of occupancy for any lot in the PLAT, the following conditions must be met in accordance with the DEVELOPMENT PLANS:

a.) All the conditions in Paragraph 1 and 2 of this Exhibit E have been met.

b.) All grading, drainage and erosion control must be completed.

c.) All storm water facilities, including any ponds, culverts, catch basins and storm water piping and appurtenances must be functional to a level reasonably approved by the City Engineer.

d.) The base course of bituminous for the streets within the PLAT must be installed.

e.) Lot landscaping must be completed; provided, however, if the request for the temporary certificate of occupancy is made in the months of October through April and if all other requirements for the certificate of occupancy, except landscaping, have been met, then the CITY shall issue the temporary certificate of occupancy and the DEVELOPER is then required to complete the landscaping no later than the following June 15th.

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, 2013**, 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 and concrete aprons within the PLAT must be completed.

c.) 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.

d.) Pedestrian trail identified in the plans for the plat of Argenta Hills 2nd Addition and in the plans for Argenta Hills 3rd Addition and in the plans for Argenta Hills 4th Addition must be completed.

e.) The street lights must be installed along the streets within the PLAT.

Plat landscaping must be installed prior to issuance of the certificate of occupancy for the individual lot affected by the landscaping.

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 23 new lots and as a result, the park contribution is $92,253 (23 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 4th 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 $9,262

b.) The PLAT connection fee for sanitary sewer is $14,892

c.) The PLAT connection fee for storm water sewer is $50,286

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.) **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

11.) **PEDESTRIAN TRAIL**. The pedestrian trail contained with the DEVELOPMENT PLANS for Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and Argenta Hills 4th 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.

12.) **PAYMENT FOR SEALCOATING**. The CITY agrees to sealcoat the bituminous pavement on Autumn Way, Auburn Court and Auburn Lane within the plat of Argenta Hills 4th 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, Auburn Court and Auburn Lane. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of $4,100 for the work. The amount is calculated as follows:

- Sealcoat of 27,250 square feet at $0.15/square foot = $4,087.50, say $4,100.

The amount of $4,100 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, Argenta Hills 3rd Addition and the plat of Argenta Hills 4th Addition.

13.) **HOMEOWNERS ASSOCIATION**. A condition of approval of the PLAT is that the DEVELOPER and OWNER add the lots in the plat of Argenta Hills 4th 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.

14.) **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 and

for the plat of Argenta Hills 4th Addition relating to tree preservation.

15.) **STREET LIGHTING**. DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights to be determined by the local electric company. DEVELOPER acknowledges that the lots within the Plat of Argenta Hills 4th Addition are subject to the Street Light Agreement recorded as Dakota County Document No. 2761219 for the plat of Argenta Hills 2nd Addition.

Notwithstanding anything to the contrary in the Development Contract for the Plats of Argenta Hills 2nd Addition and Argenta Hills 3rd Addition and notwithstanding anything to the contrary in the Street Light Agreement recorded as Dakota County Document No. 2761219 for the plat of Argenta Hills 2nd Addition, the DEVELOPER shall pay for the energy costs for all the street lights in the Plats of Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and Argenta Hills 4th Addition through the date of December 31, 2013. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the plats.

16.) **REMEDIATION OF ACCESS ROAD / HAUL ROAD**. By a date reasonably set by the CITY Engineer, DEVELOPER shall complete the remediation and restoration required by the CITY Engineer for the access road / haul road as specified in the recommendations set forth in the City Engineer Memo's described in Exhibit B of this DEVELOPMENT CONTRACT and further referenced in Section 4.1 of this DEVELOPMENT CONTRACT.

17.) **LOT EROSION CONTROL REQUIREMENTS**. Any construction of residences on the lots within the PLAT shall follow the erosion control requirements set forth in the attached **Exhibit G**. The DEVELOPER must make the builder aware of the erosion control requirements and must provide a copy to the builder of such requirements.

EXHIBIT F
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS		ESTIMATED COSTS
1.)	Site Grading, Drainage and Erosion Control (including retaining wall)	$70,000
2.)	Utilities (sewer and water)	$155,350
3.)	Storm Sewer Facilities	$35,630
4.)	Plat and Lot Landscaping	$22,000
5.)	Street Signage	$2,000
6.)	Streets and Sidewalks	$140,650
7.)	Pedestrian Trail	N/A**
8.)	Construction debris clean up	$3,500
9.)	Certified As-Builts	$5,000
TOTAL OF CASH DEPOSIT OR SETASIDE LETTER:		**$434,130**

** Note: These items are covered by the Development Contract for the plat of Argenta Hills 2nd Addition.

EXHIBIT F
ESCROW CALCULATION
(Continued)

The DEVELOPER has deposited $90,000 in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of the Development Contract for the Plat of Argenta Hills 2nd Addition. The Engineering Escrow Amount for the plat of Argenta Hills 2nd Addition shall be available for use by the CITY for the plat of Argenta Hills 4th Addition, as well as the plat of Argenta Hills 3rd Addition and the plat of Argenta Hills 2nd Addition.

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 of Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and Argenta Hills 4th Addition 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.

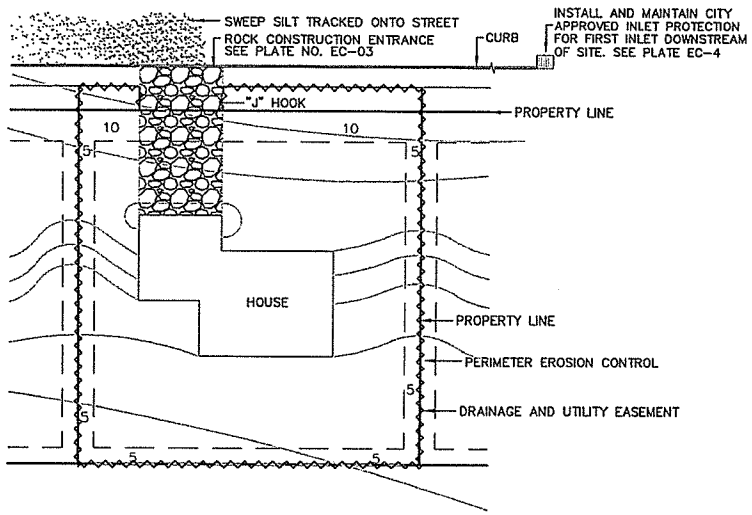
The CITY shall return to the DEVELOPER any remaining Escrow Retainage when all the following events have occurred:

a.) all of the lots in the plats of Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and Argenta Hills 4th Addition 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 plats of Argenta Hills 2nd Addition, Argenta Hills 3rd Addition and Argenta Hills 4th Addition.

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 previously deposited $90,000 Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

EXHIBIT G
LOT EROSION CONTROL REQUIREMENTS



NOTES:

1. PERIMETER EROSION CONTROL IS REQUIRED. SOME ACCEPTABLE TYPES ARE SILT FENCE, TOPSOIL BERMS, VEGETATED BUFFER STRIPS, FIBER LOGS, COMPOST BERMS, COMPOST LOGS, SHREDDED WOOD MULCH BERMS, AND ROCK BERMS.
2. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION SITE. (SEE CITY STANDARD PLATE EC-04)
3. FOR CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ISSUANCE OF THE BUILDING PERMIT.
4. FOR NON-CUSTOM GRADED LOTS, EROSION CONTROL MEASURES SHALL BE INSTALLED BY NO LATER THAN THE SAME DAY THE HOUSE FOUNDATION IS BACKFILLED.
5. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL ALL TURF IS ESTABLISHED.
6. SILT FENCE SHALL BE "J" HOOKED AT DRIVEWAY FOR A MINIMUM OF 4'.
7. SILT TRACKED ONTO THE STREET SHALL BE SWEPT THE SAME DAY BY A WATER-BASED SWEEPER.
8. ACCEPTED TEMPORARY EROSION CONTROL MEASURES FOR SOIL STABILIZATION ARE: MULCH (STRAW, SHREDDED WOOD, OR COMPOST), SPRAYED MULCH, HYDROMULCH, TACKIFIER, AND EROSION CONTROL BLANKET. TEMPORARY OR PERMANENT SEEDING MIXTURES CAN BE APPLIED WITH THE LISTED SOIL STABILIZATION MEASURES.
9. IF APPLICABLE, THE CONTRACTOR SHALL FOLLOW THE NPDES TIMELINES FOR EROSION CONTROL.
10. SLOPES 3:1 OR STEEPER SHALL HAVE TEMPORARY EROSION CONTROL MEASURES, SEEDING, OR SOD INSTALLED WITHIN 7 CALENDAR DAYS.
11. FAILURE TO INSTALL OR MAINTAIN EROSION CONTROL WILL RESULT IN ISSUANCE OF AN "EROSION CONTROL CORRECTION NOTICE". FAILURE TO COMPLY WITH THE CORRECTION NOTICE MAY RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

	EROSION CONTROL FOR RESIDENTIAL LOTS		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	PLATE NO. EC-01

RELEASE OF TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT FOR PLAT OF ARGENTA HILLS 3RD ADDITION

THIS **RELEASE OF TEMPORARY CUL-DE-SAC EASEMENT AGREEMENT FOR PLAT OF ARGENTA HILLS 3RD ADDITION** (Release) is made, entered into, and effective this 23rd day of April, 2012, 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 Developer). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

RECITALS:

WHEREAS, a Temporary Cul-De-Sac Easement Agreement was entered into between the City of Inver Grove Heights, a municipal corporation and IGH Investment, LLC, a Minnesota limited liability company, on June 27, 2011 (hereafter referred to as the "Cul-De-Sac Easement").

WHEREAS, the Cul-De-Sac Easement lies within the plat of Argenta Hills 3rd Addition, Dakota County, Minnesota.

WHEREAS, the parties to the Cul-De-Sac Easement are the City of Inver Grove Heights, a municipal corporation, and IGH Investment, LLC, a Minnesota limited liability company.

WHEREAS, IGH Investment, LLC is the owner of the real property within the plat of Argenta Hills 3rd Addition, Dakota County, Minnesota.

WHEREAS, the parties to the Cul-De-Sac Easement are the same parties to this Release.

WHEREAS, the City and Developer wish to release Argenta Hills 3rd Addition, Dakota County, Minnesota from the Cul-De-Sac Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. To forever release and discharge Argenta Hills 3rd Addition, Dakota County, Minnesota from the Cul-De-Sac Easement.

IN WITNESS WHEREOF, the City and Developer have executed this Release on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

IGH INVESTMENT, LLC

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 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 4th Addition\Release of Temporary Cul-De-Sac Easement re Argenta Hills 3rd Addition.doc

RELEASE OF OUTLOT A, ARGENTA HILLS 3RD ADDITION FROM AN AGREEMENT RELATING TO DEVELOPMENT OF OUTLOT A, ARGENTA HILLS 3RD ADDITION RECORDED AS DAKOTA COUNTY DOCUMENT NO. 2819348

THIS **RELEASE OF OUTLOT A, ARGENTA HILLS 3RD ADDITION FROM AN AGREEMENT RELATING TO DEVELOPMENT OF OUTLOT A, ARGENTA HILLS 3RD ADDITION RECORDED AS DAKOTA COUNTY DOCUMENT NO. 2819348** (Release) is made, entered into, and effective this 23rd day of April, 2012, 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 Developer). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

RECITALS:

WHEREAS, an Agreement Relating to Development of Outlot A, Argenta Hills 3rd Addition was entered into between the City of Inver Grove Heights, a municipal corporation and IGH Investment, LLC, a Minnesota limited liability company on June 27, 2011, and recorded on September 14, 2011, as Document No. 2819348 with the Office of the County Recorder, Dakota County, Minnesota (hereafter referred to as the "Agreement").

WHEREAS, the parties to the Agreement are the City of Inver Grove Heights, a municipal corporation, and IGH Investment, LLC, a Minnesota limited liability company.

WHEREAS, IGH Investment, LLC is the owner of Outlot A, Argenta Hills 3rd Addition, Dakota County, Minnesota.

WHEREAS, the parties to the Agreement are the same parties to this Release.

WHEREAS, the City and Developer wish to release Outlot A, Argenta Hills 3rd Addition, Dakota County, Minnesota from the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. To forever release and discharge Outlot A, Argenta Hills 3rd Addition, Dakota County, Minnesota from the Agreement.

2. To record this Release against Outlot A, Argenta Hills 3rd Addition, Dakota County, Minnesota.

IN WITNESS WHEREOF, the City and Developer have executed this Release on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

IGH INVESTMENT, LLC

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 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:
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STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 5, BLOCK 2, ARGENTA HILLS 4TH ADDITION INVER GROVE HEIGHTS, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 5, BLOCK 2, ARGENTA HILLS 4TH ADDITION (Agreement) is made, entered into and effective this 23rd day of April, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 **Lot Owner.** "Lot Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

Any existing and future stormwater treatment ponds, infiltration ponds, bio-retention facilities, ditches, stormwater ponds, drainage pathways, drainage facilities, storm water collection appurtenances and raingardens lying within the Lot.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means that certain plan prepared by Pioneer Engineering dated _____ and approved by the City Engineer on April 9, 2012. 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 by a date reasonably set by the City Engineer 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 Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities;

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

4.1 **Compliance with Development Contract.** The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and complies with the other conditions contained in the Development Contract between the parties of even date herewith, then the City will allow the Responsible Owner to begin the Developer Improvements identified in the Development Contract.

ARTICLE 5
MISCELLANEOUS

5.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

5.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.5 **Consent.** Lot Owner consents to the recording of this Agreement.

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

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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

IN WITNESS WHEREOF Lot Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, 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 on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 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:
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EXHIBIT A
LEGAL DESCRIPTION OF LOT

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 5, Block 2, Argenta Hills 4th 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 6, BLOCK 2, ARGENTA HILLS 4TH ADDITION INVER GROVE HEIGHTS, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 6, BLOCK 2, ARGENTA HILLS 4TH ADDITION (Agreement) is made, entered into and effective this 23rd day of April, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 **Lot Owner.** "Lot Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

Any existing and future stormwater treatment ponds, infiltration ponds, bio-retention facilities, ditches, stormwater ponds, drainage pathways, drainage facilities, storm water collection appurtenances and raingardens lying within the Lot.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means that certain plan prepared by Pioneer Engineering dated _____ and approved by the City Engineer on April 9, 2012. 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 by a date reasonably set by the City Engineer 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 Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities;

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

4.1 **Compliance with Development Contract.** The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and complies with the other conditions contained in the Development Contract between the parties of even date herewith, then the City will allow the Responsible Owner to begin the Developer Improvements identified in the Development Contract.

ARTICLE 5
MISCELLANEOUS

5.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

5.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.5 **Consent.** Lot Owner consents to the recording of this Agreement.

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

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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

IN WITNESS WHEREOF Lot Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, 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 on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING PLEASE RETURN TO:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

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EXHIBIT A
LEGAL DESCRIPTION OF LOT

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 6, Block 2, Argenta Hills 4th 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 7, BLOCK 2, ARGENTA HILLS 4TH ADDITION INVER GROVE HEIGHTS, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 7, BLOCK 2, ARGENTA HILLS 4TH ADDITION (Agreement) is made, entered into and effective this 23rd day of April, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 **Lot Owner.** "Lot Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

Any existing and future stormwater treatment ponds, infiltration ponds, bio-retention facilities, ditches, stormwater ponds, drainage pathways, drainage facilities, storm water collection appurtenances and raingardens lying within the Lot.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means that certain plan prepared by Pioneer Engineering dated _____ and approved by the City Engineer on April 9, 2012. 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 by a date reasonably set by the City Engineer the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Lot Owner.

3.2 Maintenance of Storm Water Facilities. The Lot Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exists. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of

Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Lot.

3.3 **Standard of Maintenance.** The Standard of Maintenance shall comply with the minimum standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability) and the storm maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for similar storm water systems that the City maintains, as those standards are from time to time amended. The NWA Stormwater Manual is on file with the City's Director of Public Works.

Notwithstanding the maintenance obligations and responsibilities of the Responsible Owner contained herein, nothing obligates the Responsible Owner to modify the capacity of the Storm Water Facilities as long as such a modification to capacity is not caused by storm water runoff from the Lot. If trees or other vegetation located in the areas of the Storm Water Facilities become diseased or die and if in the judgment of the City's Director of Public Works the dead or diseased trees or vegetation adversely affect the storm water storage capacity or the flow of the storm water, then the Responsible Owner, upon the written request of the City, shall remove the diseased or dead trees and vegetation within 30 days after the City's written request.

3.4 **Notice of Non-Compliance with Section 3.1; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with Section 3.1 hereof, the DPW shall provide written notice to the Responsible Owner of such failure to comply with Section 3.1. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with Section 3.1, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced construction of the Storm Water Facilities within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with Section 3.1, in the event of an emergency as determined by the DWP, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with Section 3.1. If the City performs emergency construction work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency construction work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 **Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with Section 3.1 within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance with Section 3.1 and the City shall have the right of access to the areas where the Storm Water Facilities are to be located to perform such construction work. The City shall

charge all costs incurred by the City to perform the tasks necessary for compliance with Section 3.1 to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.1. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

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Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Lot for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for such costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Lot. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of the tasks by the City to ensure compliance with Section 3.1 equals or exceeds the amount of the charges and assessments for compliance with Section 3.1 that are being imposed hereunder upon the Lot.

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The 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.

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The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Responsible 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.

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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

IN WITNESS WHEREOF Lot Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, 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 on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 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:
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LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

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EXHIBIT A
LEGAL DESCRIPTION OF LOT

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 7, Block 2, Argenta Hills 4th 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 8, BLOCK 2, ARGENTA HILLS 4TH ADDITION INVER GROVE HEIGHTS, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 8, BLOCK 2, ARGENTA HILLS 4TH ADDITION (Agreement) is made, entered into and effective this 23rd day of April, 2012, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and IGH Investment, LLC, a Minnesota limited liability company, (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

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

1.3 **Lot Owner.** "Lot Owner" means IGH Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

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

Any existing and future stormwater treatment ponds, infiltration ponds, bio-retention facilities, ditches, stormwater ponds, drainage pathways, drainage facilities, storm water collection appurtenances and raingardens lying within the Lot.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means that certain plan prepared by Pioneer Engineering dated _____ and approved by the City Engineer on April 9, 2012. 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 by a date reasonably set by the City Engineer 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 Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

3.11 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses,

obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities;

d.) construction of the Storm Water Facilities.

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

ARTICLE 4
CITY'S COVENANTS

4.1 **Compliance with Development Contract.** The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and complies with the other conditions contained in the Development Contract between the parties of even date herewith, then the City will allow the Responsible Owner to begin the Developer Improvements identified in the Development Contract.

ARTICLE 5
MISCELLANEOUS

5.1 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with Lot and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Lot Owner in Lot acquired by the Lot Owner after the execution date of this Agreement or after the recording date of this Agreement.

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 hereof.

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

5.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

5.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

5.5 **Consent.** Lot Owner consents to the recording of this Agreement.

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

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

If to Lot Owner:
IGH Investment, LLC
Attention: Gregory W. Munson
2737 N Fairview Avenue
Roseville, MN 55113

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

IN WITNESS WHEREOF Lot Owner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, 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 on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LOT OWNER

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 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 4th Addition\Stormwater Facilities Maintenance Agreement (Lot 8, Block 2).doc

EXHIBIT A
LEGAL DESCRIPTION OF LOT

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 8, Block 2, Argenta Hills 4th Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 8, BLOCK 2, ARGENTA HILLS 4TH ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 8, BLOCK 2, ARGENTA HILLS 2ND ADDITION (Easement Agreement), is made this 23rd day of April, 2012, by and between IGH Investment, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent the City from accessing its storm, sewer and water lines located within the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation**. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.

3. **Restrictions Relating to Structures**. No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.

4. **Restrictions Relating to Grade**. No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.

5. **Duration of Easement**. The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:

   a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
   b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
   c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.

6. **No Impairment of City Rights**. Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.

7. **City Remedies**. If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

   a) **Specific Performance**. The City may specifically enforce this Easement Agreement.

   b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect**. This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, 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 on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

GRANTOR

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING PLEASE RETURN TO:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 8, Block 2, Argenta Hills 4th Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

An easement for restricted use purposes lying over, under, through and across the south 25 feet of Lot 8, Block 2, Argenta Hills 4th Addition, Dakota County, Minnesota.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 9, BLOCK 2, ARGENTA HILLS 4TH ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 9, BLOCK 2, ARGENTA HILLS 4th ADDITION (Easement Agreement), is made this 23rd day of April, 2012, by and between IGH Investment, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent the City from accessing its storm, sewer and water lines located within the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation**. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.

3. **Restrictions Relating to Structures**. No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.

4. **Restrictions Relating to Grade**. No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.

5. **Duration of Easement**. The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:

   a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
   b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
   c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.

6. **No Impairment of City Rights**. Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.

7. **City Remedies**. If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

   a) **Specific Performance**. The City may specifically enforce this Easement Agreement.

   b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect**. This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, 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 on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

GRANTOR

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 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 4th Addition\Restrictive Use Agreement(Lot 9, Block 2).doc

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 9, Block 2, Argenta Hills 4th Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

An easement for restricted use purposes lying over, under, through and across the north 15 feet of Lot 9, Block 2, Argenta Hills 4th Addition, Dakota County, Minnesota.

RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 15, BLOCK 2, ARGENTA HILLS 4TH ADDITION, DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 15, BLOCK 2, ARGENTA HILLS 4TH ADDITION (Easement Agreement), is made this 23rd day of April, 2012, by and between IGH Investment, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent the City from accessing its sewer and water lines located within the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation**. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.

3. **Restrictions Relating to Structures**. No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.

4. **Restrictions Relating to Grade**. No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.

5. **Duration of Easement**. The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:

   a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
   b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
   c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.

6. **No Impairment of City Rights**. Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.

7. **City Remedies**. If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

   a) **Specific Performance**. The City may specifically enforce this Easement Agreement.

   b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect**. This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

14. **Headings.** The subject headings of the sections in this Easement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, 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 on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

GRANTOR

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 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:
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633 South Concord Street
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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 15, Block 2, Argenta Hills 4th Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

An easement for restricted use purposes lying over, under, through and across the north 15 feet of Lot 15, Block 2, Argenta Hills 4th Addition, Dakota County, Minnesota.

RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 16, BLOCK 2, ARGENTA HILLS 4TH ADDITION, DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 16, BLOCK 2, ARGENTA HILLS 4TH ADDITION (Easement Agreement), is made this 23rd day of April, 2012, by and between IGH Investment, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Grantor is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as "the Property").

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent the City from accessing its sewer and water lines located within the Property. The City desires that nothing be placed on this portion of the Property.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City a Restrictive Use Easement that prohibits the placement of any trees, shrubs, or other vegetation (except grass) without the prior written consent of the City, and further prohibits the construction of any buildings or other man-made structures thereon (except for impervious pavement for driveways and except for stormwater facilities and other public utilities) over that portion of the Property described and depicted in Exhibit B, attached hereto (hereinafter referred to as the "Restricted Easement Area"), without the prior written consent of the City.

NOW, THEREFORE, in consideration of the premises, it is hereby agreed by the parties as follows:

1. **Grant of Easement**. Grantor hereby forever grants to City and its successors and assigns, a Restrictive Use Easement, with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Restricted Easement Area.

2. **Restrictions Relating to Vegetation**. Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.

3. **Restrictions Relating to Structures**. No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.

4. **Restrictions Relating to Grade**. No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.

5. **Duration of Easement**. The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:

   a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
   b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
   c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.

6. **No Impairment of City Rights**. Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.

7. **City Remedies**. If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:

   a) **Specific Performance**. The City may specifically enforce this Easement Agreement.

   b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement

Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 7 (c) and 7 (d) with respect to the billing, collection and/or tax certification of such costs.

c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to

special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect**. This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City.

9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.

10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.

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

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IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of April, 2012, 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 on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

GRANTOR

By: _____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of April, 2012, 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 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 4th Addition\Restrictive Use Agreement (Lot 16, Block 2).doc

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 16, Block 2, Argenta Hills 4th Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

An easement for restricted use purposes lying over, under, through and across the south 15 feet of Lot 16, Block 2, Argenta Hills 4th Addition, Dakota County, Minnesota.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: April 12, 2012 **CASE NO:** 12-06PUD

APPLICANT: IGH INVESTMENTS LLC (ARGENTA HILLS)

REQUEST: Final Plat and Final PUD Development Approval for Argenta Hills 4th Addition

HEARING DATE: April 17, 2012

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 4 of Argenta Hills consisting of a Final Plat and Final PUD Development approval for the final 23 single family lots of this phase. The balance of the streets will also be constructed with this phase.

EVALUATION OF THE REQUEST

FINAL PLAT AND PUD DEVELOMENT PLAN FOR FORTH PHASE

The final plan review is limited to a review of the plans against the preliminary plat and PUD conditions of approval for compliance. The review will address each of the original preliminary 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. This final plat phase is consistent with the approved preliminary plat.

Final Plat. The final plat consists of 23 new buildable lots that comprise the balance of the preliminary plat. The right-of-way for the remainder of Auburn Court would be dedicated with this phase. Most of the mass grading of the site was done with the first phase of development.

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 Preliminary Plat. Engineering has already approved the plans for the 4th Addition.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easement areas that have already been established in the 2nd and 3rd phases. The 4th 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 at the current rate for the 23 lots being final platted at this time. 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.

Condition #9 relating to MnDOT and County Review. All of MnDOT and County comments have been addressed. The turn lane on Hwy. 3 is to begin construction this spring/summer.

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. 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.

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 4th 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. No further action required with this phase.

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. Trials system was approved with the preliminary plans. Additional sidewalk will be constructed along the extension of Autumn Way. All of the trail segments shown on the plans will be constructed with a wood chip surface for the interim. There is a gap in the trail on the west side of the site that will be completed when the next phase of development occurs to the west which is anticipated to occur soon. The trail will be paved with bituminous once it is complete.

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 overall grading plans show the location of the marker posts. The type of post and wording on the posts have been reviewed by staff and the posts will begin being installed now that final grades have occurred on lots in the previous phases.

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 previously approved reforestation for all of this first neighborhood phase. No changes are proposed in the 4th 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 4th 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 Utility, Street Construction and Grading Plans (8 sheets) dated 8/22/11 with revisions dated 4/6/12

  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

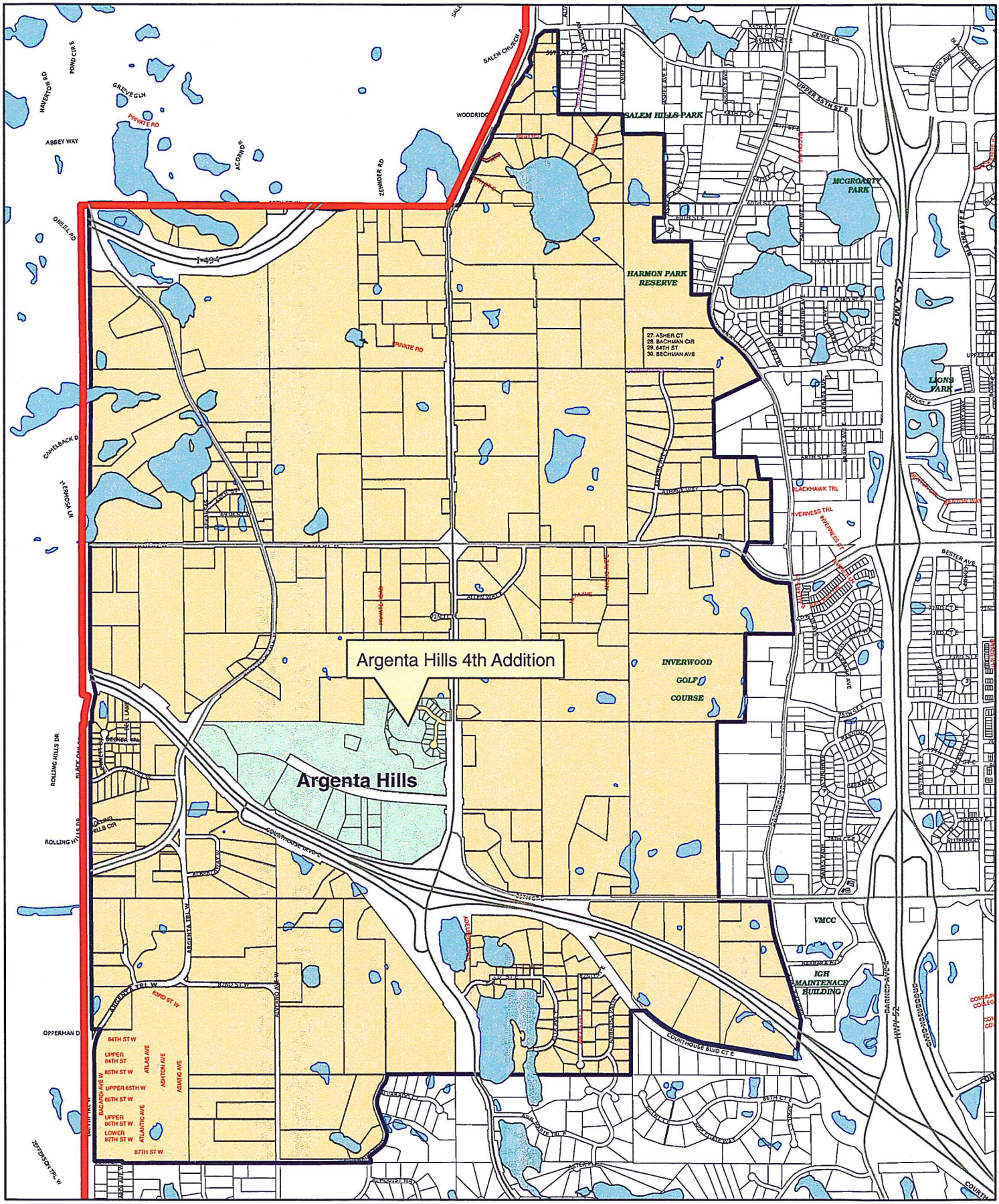
The proposed 4th addition is consistent with the preliminary plat and plans. Staff recommends approval of the plans as presented.

ATTACHMENTS:

Location Map
Final Plat of Argenta Hills 4th Addition
Preliminary Plat of Argenta Hills 2nd Addition
Final Grading and Drainage Plans (3 sheets)

Inver Grove Heights

Location Map
Case No. 12-06PUD



ARGENTA HILLS 4TH ADDITION

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

Outlot A, ARGENTA HILLS 3RD ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as ARGENTA HILLS 4TH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

IN WITNESS WHEREOF said IGH Investment, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: IGH INVESTMENT, LLC

By: _____, its _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____, _____ of IGH Investment, LLC, a Minnesota limited liability company, on behalf of the company.

_____
_____
Notary Public, _____
My Commission Expires _____

SURVEYORS CERTIFICATE

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

Dated this _____ day of _____, 20____.

_____
Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License Number 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____, by Peter J. Hawkinson.

_____
_____
Notary Public, _____
My Commission Expires _____

CITY PLANNING COMMISSION

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

By: _____ Secretary By: _____ Chair

CITY COUNCIL

This plat was approved by the City Council of Inver Grove Heights, Minnesota, _____ day of _____, 20___, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor By: _____ Clerk

COUNTY SURVEYOR

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

_____
Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS

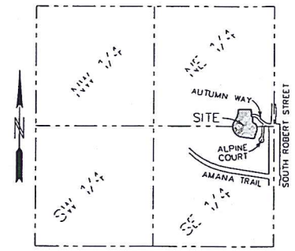
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

_____, Director
DEPARTMENT OF PROPERTY TAXATION AND RECORDS

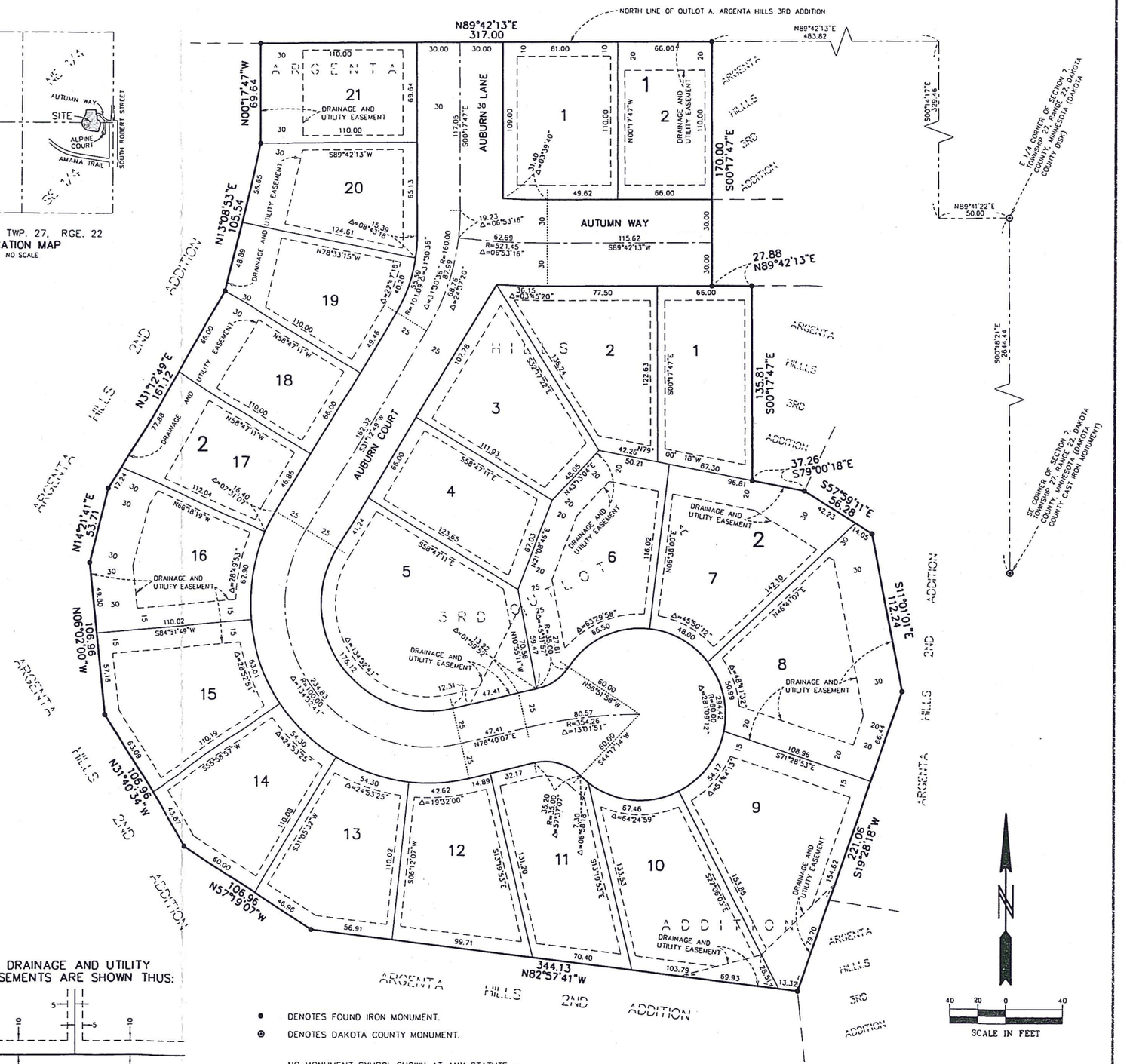
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ARGENTA HILLS 4TH ADDITION, was was filed in the office of the County Recorder for public record on this _____day of _____, 20____, at _____ o'clock _____.M. and was duly filed in Book _____ of Plats, Page ____, as Document Number _____.

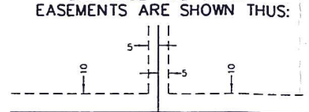
_____, County Recorder



SECTION 7, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING SIDE LOT LINES UNLESS OTHERWISE INDICATED, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND REAR LOT LINES UNLESS OTHERWISE SHOWN ON THIS PLAT.

● DENOTES FOUND IRON MONUMENT.

⊙ DENOTES DAKOTA COUNTY MONUMENT.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE – REQUIRED – LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

BEARINGS ARE BASED ON THE NORTH LINE OF OUTLOT A, ARGENTA HILLS 3RD ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF N89°42'13"E.

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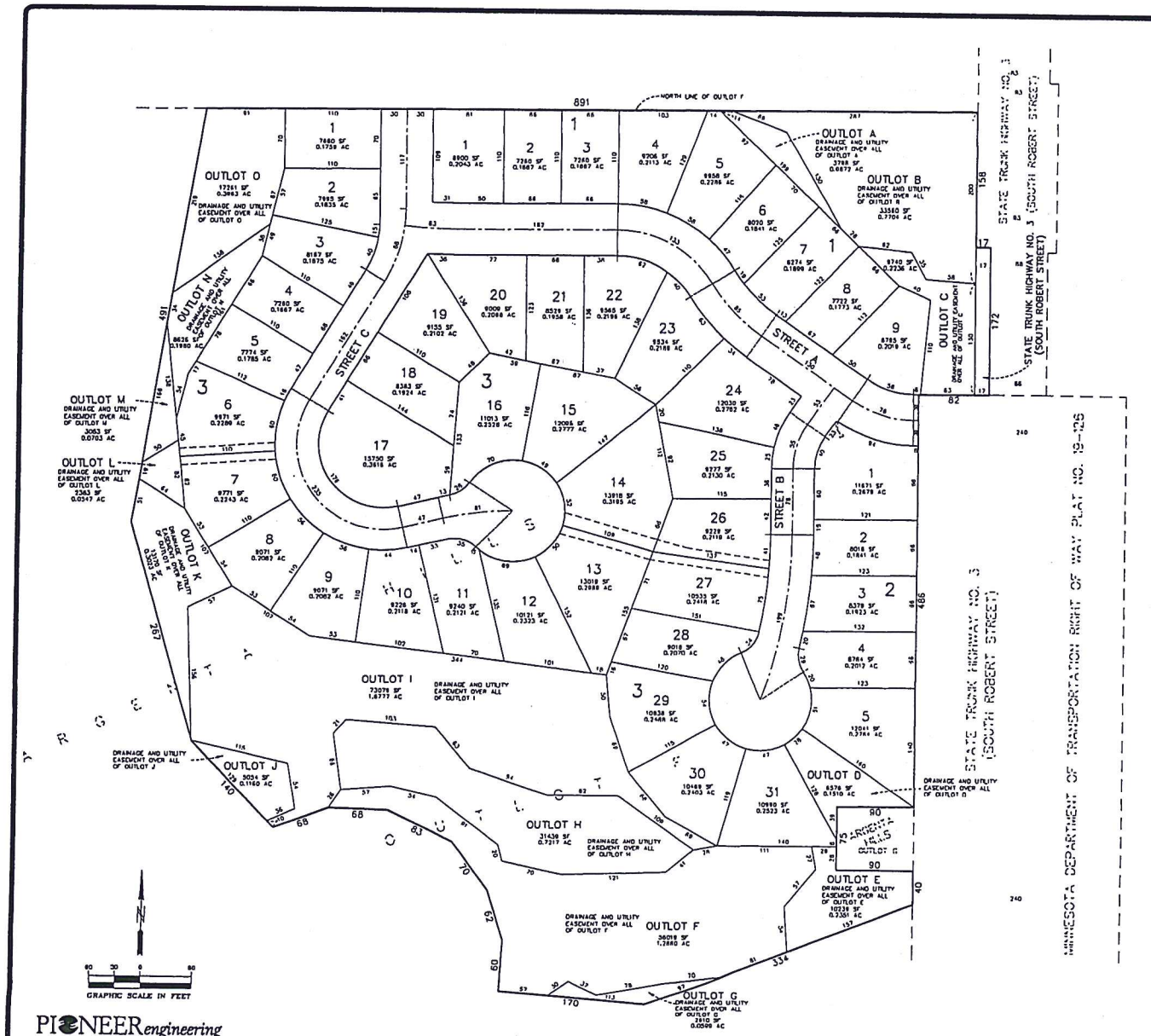
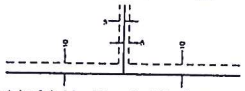
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS



PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



having 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on the plat.

TOTAL AREA	18.8963	ACRES
TOTAL R.O.W. AREA	2.6299	ACRES
TOTAL LOT AREA	9.9162	ACRES
TOTAL OUTLOT AREA	6.3502	ACRES
TOTAL OUTLOTS	3	
NUMBER OF LOTS	45	
LARGEST LOT	15,750	SQ. FT.
SMALLEST LOT	7,260	SQ. FT.
AVERAGE LOT	9,599	SQ. FT.
GROSS DENSITY (EXCLUDES OUTLOTS)	3.5868	LOTS/ACRE
NET DENSITY (EXCLUDES OUTLOTS & R/W)	4.5380	LOTS/ACRE
PROPOSED ZONING	PUD	
UTILITIES	AVAILABLE	

LEGAL DESCRIPTION FOR PRELIMINARY PLAT PURPOSES ONLY

All that part of Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota described as follows:

Beginning at the northwest corner of Outlot G ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 18 minutes 21 seconds East along the west line of said Outlot G, a distance of 75.00 feet to the southwest corner of said Outlot G; thence North 89 degrees 41 minutes 39 seconds East, along the south line of said Outlot G, a distance of 90.00 feet to the southeast corner of said Outlot G; thence South 00 degrees 18 minutes 21 seconds East, along the easterly line of said Outlot F, a distance of 40.04 feet; thence South 68 degrees 23 minutes 49 seconds West, a distance of 334.30 feet; thence North 84 degrees 45 minutes 16 seconds West, a distance of 169.60 feet; thence North 03 degrees 10 minutes 23 seconds East, a distance of 60.35 feet; thence North 17 degrees 21 minutes 21 seconds West, a distance of 61.75 feet; thence North 36 degrees 24 minutes 12 seconds West, a distance of 70.15 feet; thence North 63 degrees 25 minutes 50 seconds West, a distance of 82.94 feet; thence North 88 degrees 20 minutes 50 seconds West, a distance of 68.03 feet; thence South 69 degrees 14 minutes 12 seconds West, a distance of 68.03 feet; thence North 43 degrees 22 minutes 45 seconds West, a distance of 139.96 feet; thence North 15 degrees 55 minutes 17 seconds West, a distance of 267.34 feet; thence North 09 degrees 28 minutes 04 seconds East, a distance of 490.67 feet to the north line of said Outlot F; thence North 89 degrees 42 minutes 13 seconds East along said north line, a distance of 891.41 feet to the northeast corner of said Outlot F; thence South 00 degrees 14 minutes 17 seconds East along said easterly line of Outlot F, a distance of 157.87 feet to an angle point in said easterly; thence North 89 degrees 45 minutes 43 seconds East along said easterly line, a distance of 17.00 feet to an angle point in said easterly line; thence South 00 degrees 14 minutes 17 seconds East along said easterly line, a distance of 171.57 feet to an angle point in said easterly line; thence South 89 degrees 41 minutes 22 seconds West along said easterly line, a distance of 82.00 feet to an angle point in said easterly line; thence South 00 degrees 18 minutes 21 seconds East along said easterly line, a distance of 485.59 feet to the northeast corner of said Outlot G; thence South 89 degrees 41 minutes 39 seconds West along the north line of said Outlot G, a distance of 90.00 feet to the point of beginning.

PIONEER engineering
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2422 Enterprise Drive, Mendota Heights, MN 55120
(651) 681-1914 Fax: 681-9488
www.pioneerengineering.com

PREPARED BY PIONEER ENGINEERING, P.A.
JOHN C. LARSON
REGISTERED PROFESSIONAL LAND SURVEYOR 19838 REG. NO.

Revisions

Date	6/09/08
Designed	NAP
Drawn	PJH

PRELIMINARY PLAT

IGH INVESTMENTS, LLC
16072 BRANDTJEN PARK DRIVE
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

19071-PRE PLAT.DWG

3 of 11

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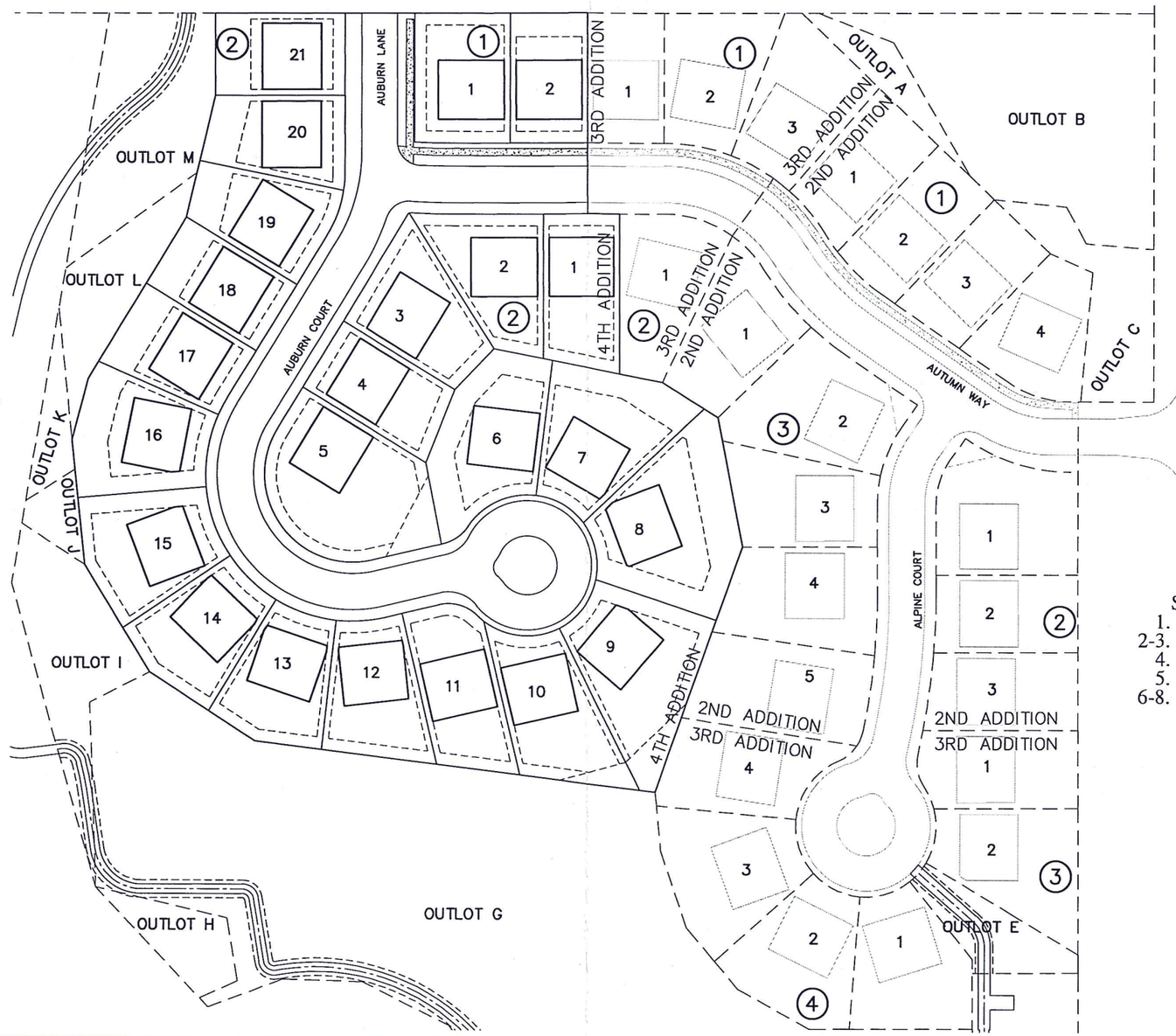
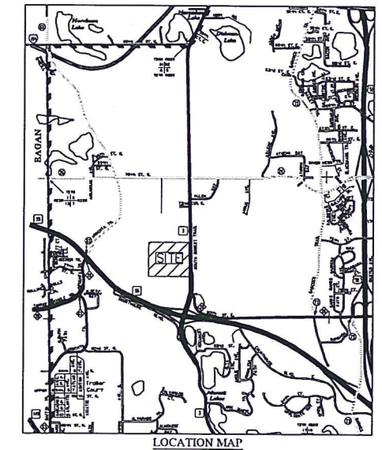
ARGENTA HILLS 4TH ADDITION
FINAL UTILITY & STREET CONSTRUCTION PLAN
INVER GROVE HEIGHTS, MINNESOTA

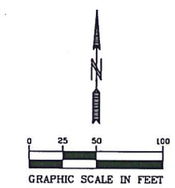
LEGEND

EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SANITARY MANHOLE
			EXISTING SANITARY SEWER
			PROPOSED SANITARY SEWER
			FUTURE SANITARY SEWER
			HYDRANT
			GATE VALVE
			REDUCER
			EXISTING WATERMAIN
			PROPOSED WATERMAIN
			FUTURE WATERMAIN
			CATCH BASIN
			BEEHIVE
			STORM MANHOLE
			FLARED END SECTION
			CONTROL STURCTURE
			EXISTING STORM SEWER
			PROPOSED STORM SEWER
			FUTURE STORM SEWER
			SURMOUNTABLE CURB & GUTTER
			B-STYLE CURB & GUTTER
			RIBBON CURB & GUTTER
			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
			DELINEATED WETLAND LINE
			FEMA FLOODPLAIN BOUNDARY
			STANDARD EROSION CONTROL
			HEAVY-DUTY EROSION CONTROL
			TREE FENCE
			RETAINING WALL
			CONSERVATION AREA SIGN
			WETLAND BUFFER SIGN
			EX. CULVERT
			EX. OVERHEAD UTILITY LINES
			EX. UNDERGROUND TELEVISION LINE
			EX. UNDERGROUND TELEPHONE LINE
			EX. UNDERGROUND FIBER OPTIC LINE
			EX. UNDERGROUND ELECTRIC LINE
			EX. UNDERGROUND GAS LINE
			EX. FENCE (BARBED WIRE)
			EX. FENCE (CHAIN LINK)
			EX. FENCE (WOOD)
			EX. CAST IRON MONUMENT
			EX. ELECTRIC BOX
			EX. FLAG POLE
			EX. NATURAL GAS METER
			EX. HAND HOLE
			EX. FOUND IRON PIPE
			EX. JUDICIAL LAND MARK
			EX. LIGHT POLE
			EX. PK NAIL
			EX. UTILITY POLE
			EX. LAWN SPRINKLER VALVE
			EX. LAWN SPRINKLER HEAD
			EX. SEMAPHORE
			EX. SERVICE
			EX. TELEPHONE BOX
			EX. TEST HOLE
			EX. TELEVISION BOX
			EX. WATER WELL
			EX. MONITORING WELL
			EX. MAILBOX
			EX. CONTROL POINT
			EX. SPIKE
			EX. SIGN
			EX. CLEANOUT
			EX. SIGNIFICANT TREE
			EX. TREE LINE
			EX. GRAVEL SURFACE
			EX. BITUMINOUS SURFACE
			EX. CONCRETE SURFACE





LOCATION MAP



GRAPHIC SCALE IN FEET

SHEET INDEX
1. COVER SHEET
2-3. SANITARY SEWER & WATERMAIN
4. STORM SEWER
5. STREET CONSTRUCTION
6-8. DETAILS

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2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name Paul J. Cherne
Reg. No. 19950 Date 9-22-2011

Revisions
1. 9-16-11 City Comments
2. 3-13-12 Plat Revision
3. 4-6-12 City Comments

Date	6-22-2011
Designed	PJC
Drawn	BNM

COVER SHEET

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 4TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

109271-PH4-CVR.dwg

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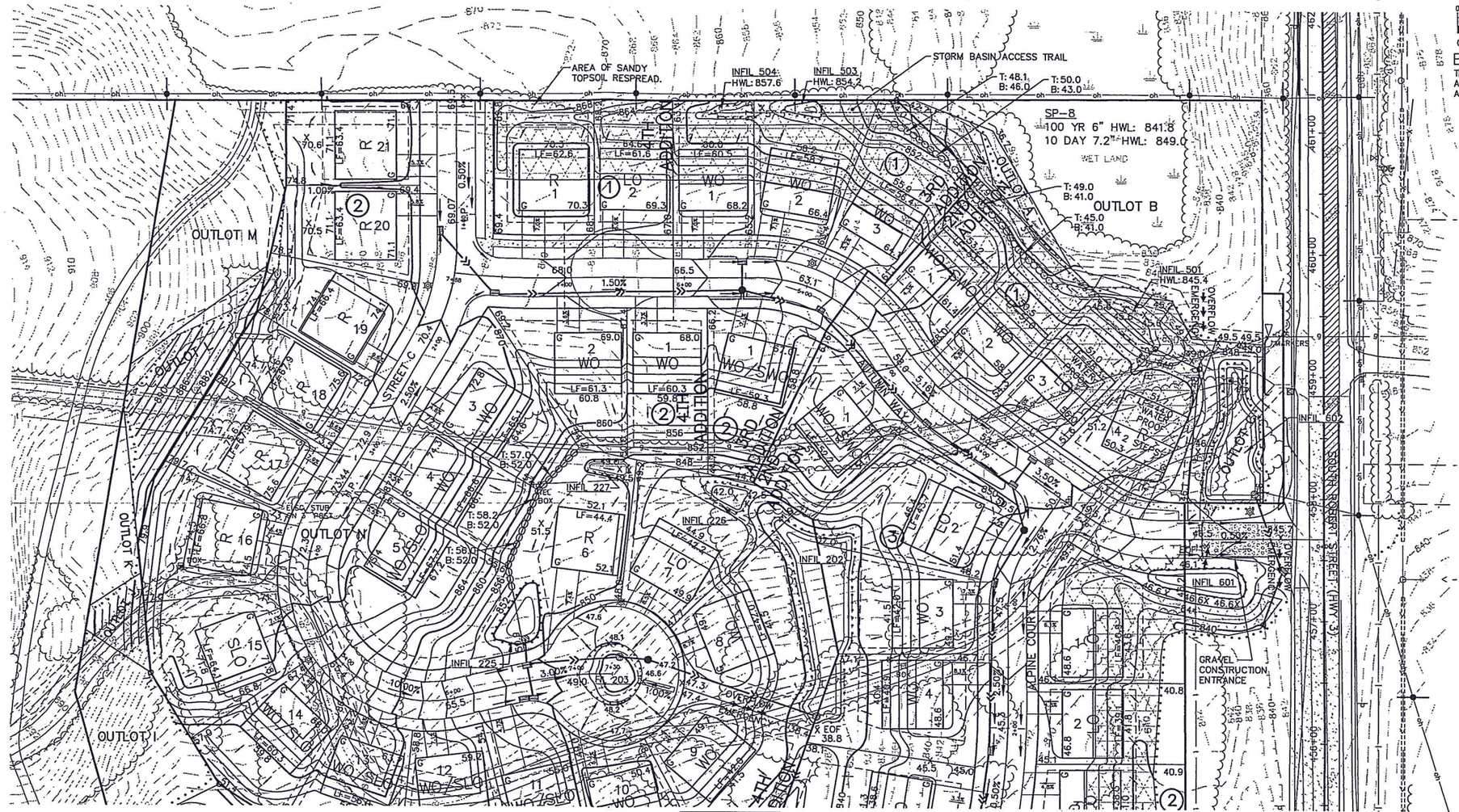
LEGEND

EXISTING	PROPOSED	DESCRIPTION
		CATCH BASIN
		MANHOLE
		FLARED END
		BEEHIVE
		EXISTING STORM SEWER
		PROPOSED STORM SEWER
		PHASE LINE
		EASEMENT LINE
902		EXISTING 2' CONTOUR LINE
900		EXISTING 10' CONTOUR LINE
902		PROPOSED 2' CONTOUR LINE
900		PROPOSED 10' CONTOUR LINE
NWL=987.0		POND OUTLET LINE
HWL=990.2		POND HIGH WATER LINE
84.3		PROPOSED SPOT ELEVATION
EOF		EMERGENCY OVERFLOW
		STANDARD EROSION CONTROL
		HEAVY-DUTY EROSION CONTROL
WALL		PROPOSED/EX. RET WALLS
oh	oh	EX. OVERHEAD UTILITY LINES
tv	tv	EX. UNDERGROUND TELEVISION
tel	tel	EX. UNDERGROUND TELEPHONE
fo	fo	EX. FIBER OPTIC LINE
ue	ue	EX. ELECTRIC LINE
g	g	EX. UNDERGROUND GAS
X	X	EX. FENCE LINE
		EX. SANITARY OR STORM MH
		EX. GATE VALVE
		EX. HYDRANT
		EX. CULVERT
		EX. UTILITY POLE
		EX. LIGHT POLE

ROADWAY IMPROVEMENTS

- RIGHT-OF-WAY LINE
- BITUMINOUS PATH
- CENTERLINE
- CURB LINE
- CONCRETE WALK
- SETBACK LINE
- RIBBON CURB
- EX. GRAVEL SURFACE
- EX. BITUMINOUS SURFACE
- CONCRETE SURFACE
- SELECT BACKFILL MATERIAL
- GRAVEL CONST. ENTRANCE
- FIBER BLANKET
- OPEN SPACE SIGN



0 25 50 100
GRAPHIC SCALE IN FEET

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

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.

BASIN TABLE

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	846.7	–	0.015	845.8
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

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name Paul J. Cheme
Reg. No. 19860 Date 7-19-10

Revisions
1. 8-25-10 CITY COMMENTS
2. 9-20-10 CITY COMMENTS
3. 10-1-10 CITY COMMENTS
4. 10-13-10 REVISED CUL-DE-SAC
5. 10-26-10 CLIENT COMMENTS
6. 3-16-11 ADD 3RD ADDITION
7. 5-11-11 REVISE BASIN 602
8. 5-8-11 ADD 4TH ADDITION
9. 9-16-11 CITY COMMENTS
10. 3-12-12 4TH ADDITION PLAT REVISION

Date	7-19-10
Designed	PJC
Drawn	BNM JMM

GRADING PLAN

IGH INVESTIMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 2ND, 3RD & 4TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

(G1)
109271-GR.DWG

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LEGEND

EXISTING	PROPOSED	DESCRIPTION
		CATCH BASIN
		MANHOLE
		FLARED END
		BEEHIVE
		EXISTING STORM SEWER
		PROPOSED STORM SEWER
		PHASE LINE
		EASEMENT LINE
902		EXISTING 2' CONTOUR LINE
900		EXISTING 10' CONTOUR LINE
	902	PROPOSED 2' CONTOUR LINE
	900	PROPOSED 10' CONTOUR LINE
	NWL=987.0	POND OUTLET LINE
	HWL=990.2	POND HIGH WATER LINE
	84.3 X	PROPOSED SPOT ELEVATION
	EOF	EMERGENCY OVERFLOW
		STANDARD EROSION CONTROL
		HEAVY-DUTY EROSION CONTROL
	WALL	PROPOSED/EX. RET WALLS
oh	oh	EX. OVERHEAD UTILITY LINES
tv	tv	EX. UNDERGROUND TELEVISION
tel	tel	EX. UNDERGROUND TELEPHONE
fo	fo	EX. FIBER OPTIC LINE
ue	ue	EX. ELECTRIC LINE
g	g	EX. UNDERGROUND GAS
X	X	EX. FENCE LINE
		EX. SANITARY OR STORM MH
		EX. GATE VALVE
		EX. HYDRANT
		EX. CULVERT
		EX. UTILITY POLE
		EX. LIGHT POLE

ROADWAY IMPROVEMENTS

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- BITUMINOUS PATH
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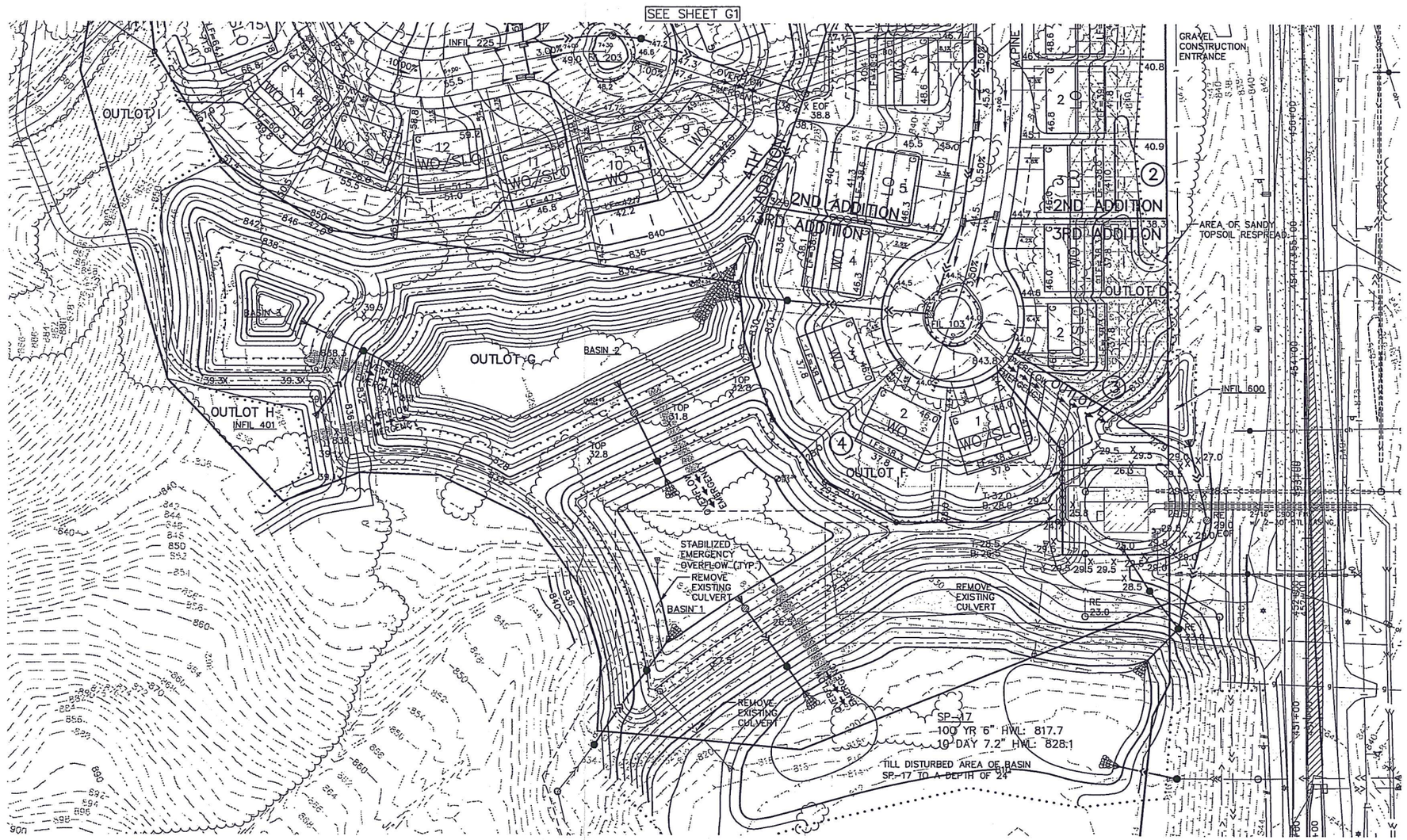

GRAPHIC SCALE IN FEET

BENCHMARK
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GRADING AREA EARTHWORK
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name Paul J. Cheme
Reg. No. 19860 Date 7-19-10

10. 3-12-12 4TH ADDITION PLAT REVISION

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Date	7-19-10
Designed	PJC
Drawn	BNM JMM

GRADING PLAN

IGH INVESTIMENTS, LLC
16972 BRANDTJEN FARM DR.
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ARGENTA HILLS 2ND, 3RD & 4TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

(G2)
109271-GR.DWG

G2 OF 6

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AGENDA ITEM _____

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

CITY OF INVER GROVE HEIGHTS

Meeting Date:	April 23, 2012		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED
Consider the First Reading of an **Ordinance Amendment** to Title 10 of the City Code (Zoning Code) relating to allowing community gardens as a permitted use.

- Requires 3/5th's vote.

SUMMARY
The City Council directed staff to prepare a draft ordinance and hold a public hearing to discuss community gardens. The Council has reviewed this issue at two council work sessions starting last fall. Staff prepared some draft language for the council this spring to review. The draft language presented to the Planning Commission was based on comments made by Council at the work sessions.

ANALYSIS
At the public hearing, the Planning Commission made some recommendations on a modified version of the ordinance. There were three people in attendance at the meeting and all were in favor of a community gardens ordinance.

The following changes were recommended by the Planning Commission (see attached ordinance) *staff comments in italics*:

10-6-1 and 10-15-33. A. The Commission recommended that community gardens be allowed in all zoning districts. They felt allowing gardens on commercial or industrial property would be a positive way to utilize excess or "waiting to be developed" open space. They did not see this as a negative impact. *After this discussion, staff would be supportive of the change.*

10-15-33
G. The Commission recommends removing this paragraph in its entirety. They did not support the need for screen fencing and felt the whole section was redundant since the code already has regulations on fences. *Staff inserted the screening language per Council comments from the work sessions. Since these regulations also act as guidelines, staff felt this paragraph would be helpful for some who might want to fence off their garden.*

K. The Commission felt the 20 foot setback was too restrictive and recommend it be changed to five feet. *Staff would be supportive of this change.*

L. The Commission felt this paragraph was not necessary and recommends it be removed in its entirety. *The paragraph only spells out that if paths are going to be installed, they should be made of*

some type of natural material. Paths are not required. Staff feels the language helps guide potential operators and helps clarify what to do if paths are used.

N. The Commission recommends removing the last sentence regarding removal of dead plant material as they felt it was important to leave the material in place for better maintenance of the soil. *Staff has no issues with the proposed change.*

RECOMMENDATION

Planning Staff: Recommends approval of the ordinance amendment as depicted in the attached ordinance.
Planning Commission: Planning Commission recommends approval of the ordinance amendment as depicted in the attached ordinance (7-0).

Attachments: Ordinance Amendment (Planning Commission Recommendation)
Ordinance Amendment (Staff Recommendation)
Planning Report

PLANNING COMMISSION RECOMMENDATION
Shading represents changes

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, (ZONING ORDINANCE) REGARDING ADDING LANGUAGE ADDRESSING COMMUNITY GARDENS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 10, Chapter 2, RULES AND DEFINITIONS of the Inver Grove Heights City Code is hereby amended to add the following:

10-2-2: **DEFINITIONS:**

COMMUNITY GARDEN: An area of land that is managed and maintained by a group of individuals or an organization to grow and harvest food crops and/or non-food ornamental crops such as flowers for personal or group use, consumption or donation. Community gardens may be divided into separate plots for cultivation by one or more individuals and/or may be farmed collectively by members of the group and may include common areas maintained and used by group members.

Section Two. **Amendment**. Title 10, Chapter 6, LAND USE MATRICES of the Inver Grove Heights City Code is hereby amended to add the following:

10-6-1: **LAND USES IN ALL RESIDENTIAL DISTRICTS:**

Use	Zoning District												
	A	E-1	E-2	R-1A	R-1B	R-1C	R-2	R-3A	R-3B	R-3C	R-4	MF-PUD	MU-PUD
Permitted Uses													
Community Gardens	P	P	P	P	P	P	P	P	P	P	P	P	P

H. Parking for the garden shall be provided on streets where parking is permitted or on an existing parking surface with the written permission of the owner of the parking surface.

I. Trash containers may be provided on site provided they meet accessory structure setbacks for the underlying zoning district and are screened by an opaque fence and/or landscape plantings of sufficient height to screen the containers. All trash shall be removed from the site at least once per week.

J. Compost bins are permitted as regulated by section 8-6-6 of this title.

K. The garden shall be setback a minimum of five (5) ~~twenty (20)~~ feet from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the garden.

~~L. Paths may be installed to access the garden and individual garden plots provided the paths are constructed using natural landscape materials including wood chips, mulch, landscape rock or pea gravel.~~

M. The site shall be designed and maintained to prevent negative impacts to adjacent properties from individual gardeners and gardening activities including but not limited to irrigation, fertilizer, soils, storm water, cultivated areas, trespassing and garden debris.

N. Community gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on site. ~~Dead garden plants shall be regularly removed and, in any instance, by no later than October 31 of each year.~~

O. Site Restoration. Upon cessation of the community garden, the site shall be fully restored to the pre-garden status. All above ground remains of the garden shall be promptly removed and the ground leveled and restored so it can be utilized for uses permitted in the zoning district.

P. Community Garden Signage. One (1) non-illuminated community garden identification sign may be displayed provided:

1. The sign shall not exceed ten (10) square feet in area or ten feet (10') in height and the sign shall be setback a minimum of ten feet (10') from property lines;

2. Current contact information for the community garden should be posted on the sign including the property owner and garden manager contact name(s), address(s), and telephone number(s).

10-6-2: **LAND USES IN ALL NONRESIDENTIAL DISTRICTS:**

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Community Gardens	P	P	P	P	P	P	P	P	P	P	P	P

Section Three. **Amendment.** Title 10, Chapter 15, PERFORMANCE STANDARDS, of the Inver Grove Heights City Code is hereby amended to add the following section:

10-15-33: **COMMUNITY GARDENS:** Where permitted, community gardens shall be subject to the following conditions:

A. Community gardens are permitted in all zoning districts. ~~the A, E-1, E-2, R-1, R-2, R-3, R-4, P and residential portions of PUD Districts.~~

B. Community gardens may be the principle or accessory use on a parcel.

C. No on-site retail sales shall be permitted.

D. No excavation for the garden shall occur until after the property owner has had all underground utilities located on the site and has clearly marked the area where gardening may occur without disturbance to utilities.

E. Community gardens shall not be located within any public easement.

F. Accessory buildings for community gardens are not permitted on vacant parcels. Developed parcels may have accessory buildings as allowed in the underlying zoning district.

~~G. Fences are allowed as permitted by section 10-15-12 of this title provided they are made of sturdy, rust resistant woven wire and/or rot resistant wood, are well maintained and neat in appearance. Minimum six (6) foot high Solid screen fencing or landscape/planting screening shall be required along those portions of a community garden that face an arterial or community collector street.~~

Section Four. **Effective Date**. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____day of _____, 2012.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

STAFF RECOMMENDATION
Shading represents changes

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

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Permitted Uses													
Community Gardens	P	P	P	P	P	P	P	P	P	P	P	P	P

10-6-2: **LAND USES IN ALL NONRESIDENTIAL DISTRICTS:**

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	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Community Gardens	P	P	P	P	P	P	P	P	P	P	P	P

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2. Current contact information for the community garden should be posted on the sign including the property owner and garden manager contact name(s), address(s), and telephone number(s).

Section Four. **Effective Date**. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____day of _____, 2012.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: April 12, 2012 **CASE NO:** 12-07ZA

HEARING DATE: April 17, 2012

APPLICANT: City of Inver Grove Heights

PROPERTY OWNER: N/A

REQUEST: Ordinance Amendment to allow Community Gardens

LOCATION: N/A

COMPREHENSIVE PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
City Planner

BACKGROUND

Late last summer, staff had been contacted by an individual looking to create a community garden on the grounds of the Grace Church of the Nazarene on 80th Street and Blaine Avenue. The zoning ordinance does not address community gardens and therefore staff determined that if community gardens are to be allowed, the zoning ordinance should be amended to provide some guidelines or regulations. Staff brought this to a City Council work session in November last year and the Council asked staff to do some research and come back with an update. Staff brought the item back to the Council in March with some general language for a possible ordinance amendment. Council then directed staff to prepare an ordinance amendment and hold a public hearing

EVALUATION OF THE REQUEST

Community Gardens are becoming popular as part of the "urban agricultural" trend or movement. With the influx of new cultures and the desire of some to have control over what they eat by producing their own food, community gardens are becoming more popular. "The "urban agriculture" movement can sometimes gray the line between traditional agricultural and residential land uses and can be contrary to standards in the Zoning Ordinance. Community gardens as a type of land use are not addressed in the Zoning Ordinance. If this type of use seems reasonable in the city, it would then be important to recognize the use, determine zoning compatibility and provide reasonable performance standards.

Staff reviewed a number of resources on the subject, and researched other cities to see what is being done in other communities.

What is a community garden? A community garden is typically defined as an area of land that is managed and maintained by a group of individuals to grow and harvest food crops and/or nonfood ornamental corps such as flowers for personal or group use, consumption or donation. These gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members.

Staff has found two other cities with an ordinance on community gardens (Burnsville and Minneapolis). Other cities allow them, but place them under the direction of their parks departments to administer. Churches also provide community gardens on their property either to their parishioners or to the local community. The Inver Grove Heights Parks Department has operated a community garden in Salem Hills Park for the past couple of years.

Staff has prepared language based on requirements from other cities that regulate this use. The following is a summary of the main points of the draft ordinance:

- The proposed definition seems to be a common one used by other agencies.
- Community gardens would be allowed in all residential and public zoning districts. It did not seem to be a logical fit to allow in commercial or industrial districts, both because of compatibility of uses and impact on marketability of adjacent parcels.
- Community gardens could be the principal use or an accessory use on the parcel.
- No on-site retail sales. Intent of gardens is to grow produce for the grower's consumption and not to be sold. The Agricultural district provides for produce stands for produce grown on site.
- Accessory buildings may be allowed, but not on vacant parcels.
- Fencing or landscape plant screening is required. City Council brought up specifically the need to screen the gardens from major roads. Staff has inserted language that would require screening along those boundaries that abut arterial or community collector roads.
- Trash and compost bins are allowed. Trash bins are to be screened and must be emptied at least once a week.
- Gardens are to be setback at least 20 feet from property lines to provide a buffer and to minimize transfer of sediment.
- Gardens must be maintained in a neat and orderly manner.

- A maximum of one non-illuminated sign, no larger than 10 square feet is allowed.
- The site must be restored after the garden ceases.

ALTERNATIVES

A. Approval. If the Planning Commission finds the request acceptable, the following actions should take place:

- Approval of the Ordinance Amendment to allow Community Gardens.

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 an ordinance amendment to allow community gardens.

Attachments: Draft Ordinance Language

DRAFT 4/17/12

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

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Permitted Uses													
Community Gardens	P	P -	P	P	P	P	P	P	P	P	P	P	P

10-6-2: **LAND USES IN ALL NONRESIDENTIAL DISTRICTS:**

Use	Zoning District											
	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Community Gardens									P -			

Section Three. **Amendment.** Title 10, Chapter 15, PERFORMANCE STANDARDS, of the Inver Grove Heights City Code is hereby amended to add the following section:

10-15-33: **COMMUNITY GARDENS:** Where permitted, community gardens shall be subject to the following conditions:

A. Community gardens are permitted in the A, E-1, E-2, R-1, R-2, R-3, R-4, P and residential portions of PUD Districts.

B. Community gardens may be the principle or accessory use on a parcel.

C. No on-site retail sales shall be permitted.

D. No excavation for the garden shall occur until after the property owner has had all underground utilities located on the site and has clearly marked the area where gardening may occur without disturbance to utilities.

E. Community gardens may not be located within any easement without the property owner obtaining written permission from the easement holder.

F. Accessory buildings for community gardens are not permitted on vacant parcels. Developed parcels may have accessory buildings as allowed in the underlying zoning district.

G. Fences are allowed as permitted by section 10-15-12 of this title provided they are made of sturdy, rust resistant woven wire and/or rot resistant wood, are well maintained and neat in appearance. Minimum six (6) foot high Solid screen fencing or landscape/planting screening shall be required along those portions of a community garden that face an arterial or community collector street.

H. Parking for the garden shall be provided on streets where parking is permitted or on an existing parking surface with the written permission of the owner of the parking surface.

I. Trash containers may be provided on site provided they meet accessory structure setbacks for the underlying zoning district and are screened by an opaque fence and/or landscape plantings of sufficient height to screen the containers. All trash shall be removed from the site at least once per week.

J. Compost bins are permitted as regulated by section 8-6-6 of this title.

K. The garden shall be setback a minimum of twenty (20) feet from all property lines in order to provide a vegetated buffer of grass or other plants to minimize the transfer of sediment and to delineate the edges of the garden.

L. Paths may be installed to access the garden and individual garden plots provided the paths are constructed using natural landscape materials including wood chips, mulch, landscape rock or pea gravel.

M. The site shall be designed and maintained to prevent negative impacts to adjacent properties from individual gardeners and gardening activities including but not limited to irrigation, fertilizer, soils, storm water, cultivated areas, trespassing and garden debris.

N. Community gardens shall be maintained in a neat and orderly manner. Trash, weeds, dirt piles and debris of any sort shall not be allowed to accumulate on site. Dead garden plants shall be regularly removed and, in any instance, by no later than October 31 of each year.

O. Site Restoration. Upon cessation of the community garden, the site shall be fully restored to the pre-garden status. All above ground remains of the garden shall be promptly removed and the ground leveled and restored so it can be utilized for uses permitted in the zoning district.

P. Community Garden Signage. One (1) non-illuminated community garden identification sign may be displayed provided:

1. The sign shall not exceed ten (10) square feet in area or ten feet (10') in height and the sign shall be setback a minimum of ten feet (10') from property lines;

2. Current contact information for the community garden should be posted on the sign including the property owner and garden manager contact name(s), address(s), and telephone number(s).

Section Four. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the ____day of _____, 2012.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk

AGENDA ITEM 7C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Rescind Action for Alternative Bid for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court Street Reconstruction

Meeting Date:	April 23, 2012
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 SDT

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The City has reviewed an area of 65th Street that was being considered for an alternate bid on City Project No. 2012-09D. The City Council will consider rescinding its action to have an alternate bid on the eastern portion of the 65th Street project after reviewing additional information assembled by staff.

BACKGROUND

The City Council conducted a public hearing on City Project No. 2012-09D – 65th Street Improvements on April 9, 2012. The Council heard testimony from two business owners seeking lower assessments and consideration to do a partial reconstruction on 65th Street by their business. The City Council ordered the project at the conclusion of the hearing. Council directed the preparation of an alternate bid for the 675 feet segment of 65th Street near Cahill Avenue.

Additional review has been conducted on this segment in preparing for the alternate bid. A memo outlining additional information for the Council's consideration was provided to the Council. These findings support the complete reconstruction of this segment of 65th Street as outlined in the base bid ordered by the City Council.

Staff is recommending that the Council review the additional information and consider rescinding the alternate bid directive.

TJK/kf
Attachment: Resolution

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION RESCINDING CITY COUNCIL ACTION FOR AN ALTERNATE BID REGARDING A 675 FOOT SEGMENT ON 65TH STREET NEAR CAHILL AVENUE AS PART OF CITY PROJECT NO. 2012-09D – 65TH STREET NEIGHBORHOOD AND CAHILL COURT RECONSTRUCTION

RESOLUTION NO. _____

WHEREAS, City Council conducted a public hearing on April 9, 2012 for City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court Reconstruction and ordered the public improvement following the hearing; and

WHEREAS, the City Council directed staff to prepare an alternate bid for a 675 foot segment on 65th Street based on input from the public at the hearing; and

WHEREAS, the City has done further review of this 675 foot segment on 65th Street and staff has recommended full reconstruction of this segment based on the City Engineer's findings.

NOW, THEREFORE, BE IT RESOLVED THAT: the City Council hereby rescinds their directive for the alternate bid on City Project No. 2012-09D – 65th Street Neighborhood and Cahill Court Reconstruction as recommended by the City Engineer.

Adopted by the City Council this 23rd day of April 2012.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy Clerk

AGENDA ITEM _____

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

CONSIDER THE THIRD READING OF AN ORDINANCE TO AMEND THE CITY CODE, TITLE 8, CHAPTER 2, SECTION 10, RATES AND CHARGES

Meeting Date:	April 23, 2012		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	Kristi Smith 651.450.2521		Amount included in current budget
Prepared by:	Kristi Smith, Finance Director		Budget amendment requested
Reviewed by:	J Teppen, Asst City Admin		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Consider the third and final reading of an ordinance to amend the City Code, Title 8, Chapter 2, Section 10 Rates and Charges.

SUMMARY Under the direction of the previous Finance Director utility customers were required to submit payment by the 20th of the month to avoid late charges. In January 2012 a customer complaint was received regarding City Code allowing utility customers 30 days in which to submit payment before late charges were incurred. After reviewing the code, it was determined that the customer was correct and procedures were adjusted to accommodate for that.

After running the February 2012 utility bills, staff realized that the new finance software doesn't allow for bank drafts to be outstanding in order to compile the following month's utility bills. If we were to allow for 30 days payment we cannot provide automatic withdrawal from customer accounts.

There is no viable work around within the finance software to leave the code as written. After staff spoke with the software firm about the issue we learned that the software cannot be modified to allow for 30 days.

In order to continue to offer automatic withdrawal the City Code should be amended to reflect previous past practice which is to provide a payment due date by the end of the business day on the 20th day of each month.

For at least the last ten years the practice has been that utility bills were mailed no later than the last day of the month with payment due by the end of business day on the 20th of the following month. Only until this one customer complained was the practice changed to 30 days.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 10, RATES AND CHARGES

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 8, Chapter 2, Section 10 is hereby amended in its entirety to read as follows:

8-2-10: RATES AND CHARGES:

A. Established: The rates to be charged for the use of water furnished by the municipal water system shall be determined from time to time by resolution of the council. (1974 Code § 705.49)

B. Bills For Service; Payment: Statements for total water charges for the preceding cyclical period shall be mailed by the clerk to each customer on or before the last day of the month following the end of the cyclical period. Payment on such statements shall be due by the last business day prior to and including the ~~within thirty (30)~~ twentieth (20th) day of the following month ~~days of invoice issuance~~. Any prepayment or overpayment of charges may be retained by the city and applied on subsequent cyclical statements. (1974 Code § 705.51)

C. Action To Collect Charges: Any amounts due for water charges hereunder may be collected in a civil action, or the clerk may certify to the county auditor the amount due, together with a legal description of the premises served, and the county auditor shall enter such amount as part of the tax levy on said premises to be collected during the ensuing year. Such amount shall be collected and the collection thereof enforced in the same manner in all respects as real estate taxes subject to like penalty, cost and interest charges. (1974 Code § 705.53)

D. Accounts: All accounts shall be kept on the books of the finance department by the house and street number and under the account number assigned thereto, and by the name of the owner or of the person signing the application for service. All bills and notices sent out by the finance department shall be sent to the house or street number and post office box of the property. All nonresident owners or agents will have personal notice sent to their address. They shall file an address therefore with the finance department. Any error in address shall be promptly reported to finance director. (1974 Code § 705.47)

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 23rd day of April, 2012.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Rheaume, Deputy City Clerk