INVER GROVE HEIGHTS CITY COUNCIL AGENDA
TUESDAY, MAY 28, 2013
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a 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 – May 6, 2013 City Council Study Session _____
      ii) Minutes – May 13, 2013 Regular City Council Meeting _____
      iii) Minutes – May 20, 2013 Special City Council Meeting _____

   B. Resolution Approving Disbursements for Period Ending May 22, 2013 _____

   C. Agreement for 2013 Technical Services for Conservation Projects with Dakota County Soil and Water Conservation District (SWCD) _____

   D. Resolution Receiving Bids and Awarding Contract for the 2013 Pavement Management Program, City Project No. 2013-09A, Cracksealing _____

   E. Schedule Public Hearing _____

   F. Schedule Special Meeting _____

   G. Personnel Actions _____

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

   COMMUNITY DEVELOPMENT:

   A. 160 INVESTMENT, LLC (ARGENTA HILLS 7TH); Consider Request for Final Plat, Final Planned Unit Development, Development Contract and related documents for a 10 Lot Development to be known as Argenta Hills 7th Addition for property located on the North Side of Amana Trail across from Target _____

8. MAYOR & COUNCIL COMMENTS
9. ADJOURN

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Melissa Kennedy at 651.450.2513 or mkennedy@invergroveheights.org

INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, MAY 6, 2013 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, May 6, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Public Works Director Thureen, Parks and Recreation Director Carlson, Finance Director Smith, Police Chief Stanger, and Deputy Clerk Kennedy.

2. COUNCIL PHOTOS

3. CAFR

Steve Wischmann, CPA from Kern, DeWenter,Viere, Ltd., presented draft copies of the Comprehensive Annual Financial Report (CAFR), the Auditor's Communication Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance for the year ending December 31, 2012. He explained an unqualified (clean) opinion was issued on the City's financial statements, the highest form of assurance that can be issued. The auditors did note a significant deficiency while conducting the audit, a lack of segregation of accounting duties. He stated under the audit standards the auditors need to cite specific examples based on their review and testing of the City's internal controls. He noted this issue has been cited in past years and is likely to continue to be cited in the future. He explained staff and the City Council are aware of the condition and have taken certain steps to account for the lack of segregation, but the costs associated with hiring additional employees to enhance the segregation of duties could exceed the benefits derived. He noted the City continues to analyze personnel responsibilities to provide enhanced internal controls. A material weakness was also identified as the result of a prior period adjustment that was required to correct the 2011 financial statements. The adjustment was required in the City's Local Improvement Construction Fund and Parks Acquisition & Development Fund to reclassify park dedication fees paid with special assessments and credited to the incorrect fund. It was noted that during 2012 the City revised its processes regarding property taxes and special assessments. Duties have been segregated so that one person is responsible for receipt allocation during the year and another person is responsible for reconciliation at year end.

Councilmember Bartholomew stated the graph on p. 22 was labeled incorrectly.

Mr. Wischmann provided an overview of the financial analysis. He stated over the last five (5) years the City had a very stable operating environment. General Fund revenues were 6.2% over budgeted amounts and total General Fund expenditures increased less than 1% from 2011 to 2012. The public safety sector had the highest expenditures within the General Fund, accounting for 49% of total expenditures. In 2012 Public Safety expenditures increased by 4.5%. The increase was largely a product of cost of living adjustments and increases in technology service expenditure allocations and communications costs, primarily within the police department. Overall, General Fund expenditures were $549,322 or 3.4% under budget. The General Fund unassigned balance has consistently increased over the last five (5) years indicating the City has been able to generate revenues that cover expenditures. During 2011 the City updated its fund balance policy to strive to maintain a minimum unassigned fund balance not less than 40% of the following year's budgeted property tax levy and state aid revenues. As of December 31, 2012 the City's unassigned fund balance exceeded the minimum by $1,854,472. He explained as the tax capacity decreases, the tax rate will increase even as the levy remains consistent. He stated overall the net position of the City continued to be very strong and the trend over the last five (5) years was positive.

Mayor Tourville questioned how the Public Works budget was affected by the prior period adjustment.

Ms. Smith explained that Public Works expenditures increased due to the one-time adjustment. She referred to the explanation provided on page 22.

Councilmember Piekarski Krech questioned if the money came from the Public Works budget.

Ms. Smith stated the money came from the TIF fund.

Mr. Lynch explained the Public Works budget was over in capital, not in operational costs.

Dian Piekarski, 7609 Babcock Trail, questioned if any enterprise funds were included in the General Fund expenditures outlined on page 12.

Ms. Smith responded in the negative.

Ms. Piekarski asked for further clarification on the interest costs related to the golf course revenue bonds.

Mr. Lynch stated the golf course revenues could not cover all of the operating and debt service costs. The interest costs related to the bonds magnified the operating losses. Paying off the revenue bonds through the sale of land to the EDA allowed the golf course to retire the debt faster.

Ms. Piekarski questioned why it appeared as though Inver Grove Heights was paying so much more for Public Safety compared to other cities.

Mr. Lynch stated the DCC was formed in 2007 and the City's fees increased based on the average number CAD events over a three (3) year period. He noted many outstate cities do not offer the same services and as a result do not have the same costs.

Councilmember Piekarski Krech questioned if there was a way to compare Inver Grove Heights to only other metro cities because including outstate cities skews the data considerably.

Mayor Tourville noted it may be tough to get a fair comparison because not all cities report their funds and finances in the same way.

Ms. Piekarski opined the City was spending more on recreation than what was reflected in the report.

Ms. Smith stated page 27 presented a more accurate depiction because it included information for each of the funds (parks, recreation, community center, cvb, and the golf course).

4. <u>2014 BUDGET</u>

Mr. Lynch outlined the proposed budget schedule and noted preliminary budgets and tax levies were required to be adopted by September 15th. Final budgets and tax levies are scheduled to be adopted at the December 9th regular Council meeting. He reviewed the 2013 budget challenges that were encountered including the fourth consecutive year of declines in market value and tax capacity. He explained General Fund cuts were based on a percentage of expenditures from the previous year. 2014 budget challenges were identified and included reduced reliance on the Host Community Fund and other funds, increased debt service and reduced reliance on the Closed Bond Fund, funding of the Pavement Management Program, anticipated increase in personnel costs after all contracts are settled, and allocations for Risk Management, Central Equipment and City Facilities. The 2014 CIP indicated a levy increase based on the assumption that there would be no change in market values or tax capacity, a 2% increase in revenues, a 3% increase in expenditures, no reliance on the Host Community Fund or other funds, continued funding of the Pavement Management Program, debt service reliance on the Closed Bond Fund, and the decertification of TIF district 2-1.

Ms. Smith explained the change in market value and tax capacity for taxes payable in 2014 by property classification. She noted the information did not include the impact of the decertification of TIF 2-1. She stated a 2.9% increase in market value and a 2.8% increase in tax capacity were projected.

Mayor Tourville stated the increases in market value and tax capacity were good news. He requested a TIF update be provided with the 2014 budget information.

Ms. Smith referenced Exhibit E and provided a comparison of the market value and tax capacity from 2013 to 2014. She also discussed how the City's 2013 tax rates compared to those of other Dakota County cities.

Councilmember Bartholomew questioned why staff felt the allocations for Risk Management, Central Equipment and City Facilities would be a challenge for the 2014 budget.

Ms. Smith explained in past years the allocations have been kept stable despite changes in several departments and as a result the budgeted allocations were not truly reflective of actual costs.

Mr. Lynch stated the intent is to increase allocations as necessary to be commensurate with expenses.

Mayor Tourville questioned if the proposed schedule would allow enough time for meaningful discussion.

Mr. Lynch stated the process had already started internally and department heads and supervisors would begin presenting their proposed budgets to the budget committee in late June. He noted additional meetings could be scheduled based on Council direction.

Councilmember Piekarski Krech asked that justification for any proposed cuts be provided with the budget.

Councilmember Madden clarified the intent would be to reduce the reliance on the Host Community Fund.

Mr. Lynch responded in the affirmative and stated the intent would also be to reduce the debt service. He stated the General Fund had a surplus of approximately $820,000 that could be used if needed or if so directed by the Council.

Councilmember Piekarski Krech questioned if the surplus needed to go into reserves.

Mr. Lynch explained the City was over the 40% reserve policy by approximately $1.8 million. He stated the surplus could be left in the General Fund or be utilized to reduce taxes.

Ms. Smith stated if the tax rate was maintained the City would have more money to work with. If the Council chose to keep the amount of tax dollars collected the same, the tax rate would decrease.

Mr. Lynch reviewed that staff would begin preparing budgets, without use of surplus dollars, to decrease reliance on the Host Community Fund, eliminate the use of internal funds, and fund the Pavement Management Program directly from the Host Community Fund, and decrease debt service.

Mary T'Kach opined the budget process should be reflective of the City's goals and values and less about the bottom line. She stated decisions should be based on what the community wants and values in terms of services.

Mayor Tourville stated more information related to the budget would be forthcoming in the next 30-40 days so citizens could review it and provide input.

Councilmember Bartholomew encouraged residents to communicate and start a dialogue with the Council.

Ms. T'Kach opined the Council was not hearing from a representative population. She suggested that the Council consider long-range budget planning to establish direction for the community over the next five to ten years.

Mr. Lynch stated Council recently directed staff to proceed with the establishment of values and creation of a mission or vision for the City.

5. DECISION RESOURCES BUSINESS SURVEY

Mr. Bill Morris from Decision Resources, Ltd., stated a local business study involving 253 businesses was conducted between November 29, 2012 and January 10, 2013. The participants were randomly selected and average length of the phone call was 26 minutes. He noted the non-contact rate was small. He reviewed the findings of the study and detailed the responses that were received for specific questions. Overall, 90% of the participants rated the city business atmosphere as good or excellent, 9% as fair, and 1% as poor. The results demonstrated that participants identified client base, location, and close distance from home as the top things they like about operating in the City. 34% of respondents had official contact with the City in the past year and 89% of those that had contact within the past year indicated they were satisfied with the service they received. He explained based on the findings of the study it can be concluded that the City has a solid relationship with businesses, a very low level of business tax hostility, and a high rating in terms of attitudes and responsiveness.

Mayor Tourville noted the complete presentation would be available on the City's website.

Councilmember Piekarski Krech questioned if the type of business surveyed factored into the results.

Mr. Morris explained the type of business was not a predictor in terms of the responses received. He noted those who had contact with the City in the last year tended to be more positive.

Councilmember Mueller questioned if the specific businesses that were surveyed and their size was known.

Mr. Morris stated the survey was anonymous but they were aware of the size of each business surveyed.

Dian Piekarski questioned what the selection criteria were for participants.

Mr. Morris stated the businesses were randomly selected.

Councilmember Bartholomew stated there seemed to be a lot unusual findings and the results seemed a bit unrealistic in that they were off the charts in most categories.

Mayor Tourville noted the complete presentation would be available on the City's website.

6. INVER WOOD GOLF COURSE DISCUSSION

Mr. Carlson stated on February 11th the Council was provided with information on Inver Wood Golf Course history, financing, and operations. Included in the discussion was the fact that the course had an audited negative cash balance at the end of 2011 in the amount of $3,700,000. The main issues to be discussed to obtain direction from Council included, how to address the negative cash balance, how to handle any future positive operating results and funding for future capital improvements and equipment.

Mr. Carlson explained the practice in past Comprehensive Annual Financial Reports has been to cover the deficit of the Golf Course through a one-day transfer of available city funds in order to avoid the reporting of a large negative cash balance on the city's financial statements. He questioned if the Council was comfortable following a similar practice until a permanent solution is found.

Mr. Lynch noted the other short term solution is to report a negative cash balance.

Mayor Tourville questioned what staff would recommend according to best practices from an accounting perspective.

Mr. Lynch explained one concern is that the negative cash balance would affect the City's bond rating.

Ms. Smith stated from an accounting perspective the preference would be to continue with the current practice of a one-day interfund loan transfer.

Councilmember Bartholomew acknowledged that was a common and accepted business practice.

Mr. Carlson stated it was anticipated that in the next 2-5 years the course may experience a small positive net operating income annually of 0-$50,000 depending on the length of the season and the weather. It was recommended that any positive operating results be used to fund future capital needs at Inver Wood. He noted any positive operating income would not be an effective means of reducing the negative cash balance.

Mayor Tourville questioned if the negative cash balance included the purchase of the land and construction costs.

Mr. Carlson stated the total negative cash balance included everything over the life of the course, except the purchase of the land.

Councilmember Madden stated his concern is that the course will never be able to make enough money to get out of debt.

Councilmember Bartholomew questioned if it would be possible to transfer money from other funds to

erase the debt and start from a zero cash balance.

Mr. Lynch stated that could be one of the options presented to the Council. He explained staff would prepare several options for Council consideration. He reiterated that the revenue generated by the golf course could not be expected to cover the existing debt, operating expenses, and capital improvements.

Councilmember Piekarski Krech clarified the negative cash balance was specific to the golf course fund.

Mr. Carlson stated that was correct. The negative cash balance was not money that was owed to another fund. The deficit is specific to the golf course enterprise fund.

Councilmember Mueller opined there were other city-owned courses that seem to be making more money than Inver Wood.

Councilmember Piekarski Krech stated many of the other city-owned courses are able to offer amenities that Inver Wood does not have such as full service dining and liquor. She opined that many of the courses do not make money on golf. Their profits are derived from other sources because their facility is a destination for people to have dinner, drinks, or attend events such as weddings.

Mayor Tourville noted the decision was made when Inver Wood was built to not equip the club house with the amenities necessary to host large-scale events or provide a full-service dining option.

Councilmember Mueller questioned if it was time to outsource management of the course. He also questioned what changes had been made to try to generate more profit.

Mr. Carlson stated in response to recommendations from the operational audit that was performed, the fees at Inver Wood were discounted over a two year period. It was determined that was not a viable method to increase the profitability of the course and Council subsequently made the decision to discontinue that practice. He noted the rates were increased for the upcoming season.

Dian Piekarski, 7609 Babcock Trail, questioned why the negative cash balance was never discussed at the EDA meetings when the purchase of golf course property was being considered. She asked if any other enterprise funds required interfund loan transfers at the end of the year.

Mayor Tourville stated the property purchase by the EDA was to retire the debt service, not to eliminate the cash deficit.

Ms. Piekarski opined it was disingenuous to do the one-day transfer to make the cash balance zero.

Mr. Lynch explained interfund loan transfers did not occur with any other enterprise fund. He stated the extent of the negative cash balance was not fully known at the time the EDA was discussing the land purchase to retire the debt service. The interfund loan transfer was a common practice that had been followed for many years, likely since the course opened.

Mayor Tourville questioned if the negative cash balance could legally be written off.

Mr. Lynch stated staff would look into the options available.

Councilmember Madden stated they cannot change what was done in the past and can only work to come up with the best possible solution for the City going forward.

Mayor Tourville stated it was not likely that the course would be able to pay off the negative cash balance with its own profits. He opined the best option may be to find a way to eliminate the negative balance as soon as possible to start from zero and move forward.

Councilmember Piekarski Krech stated the City may have to put money into improvements to make Inver Wood viable.

Councilmember Mueller reiterated they need to find a way to increase the revenue being generated.

Councilmember Bartholomew stated the core issue is that the course cannot cover operational expenses or future capital improvements. He suggested that if the City was going to consider capital improvements to enhance the viability of the course, it would also be an opportunity to consider a RFP for private management.

Mary T'Kach, encourage the Council to think of the golf course as a community asset. She stated the City may have to put money into the course to enhance the amenity for the community.

Councilmember Bartholomew recognized the course may be deficient in terms of product services. He noted he was not in favor of losing money on anything and opined the ultimate decision may be that the golf course is simply not an enterprise the City should manage.

Councilmember Madden stated the most important issue at the moment was to figure out how to decrease the deficit. He noted he was not in favor of taking on more debt.

7. ADJOURN

The meeting was adjourned at 9:25 p.m.

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MAY 13, 2013 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, May 13, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller, and Piekarski Krech; City Administrator Lynch, Assistant Administrator Teppen, City Attorney Kuntz, City Planner Hunting, Public Works Director Thureen, Finance Director Smith, Chief Stanger, and Parks and Recreation Director Carlson

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Bartholomew removed Item 4C from the Consent Agenda.

Mr. Thureen requested Item 4G be removed from the Consent Agenda.

A. Minutes – April 22, 2013 Regular City Council Meeting

B. **Resolution No. 13-51** Approving Disbursements for Period Ending May 8, 2013

D. Approve Custom Grading, Fill and Encroachment Agreements for Lot 7, Block 1, Orchard Trail 1595 86th Court East

E. Approve Easement Encroachment Agreement for Landowner Improvements within City Easement for Property Located at 7533 Alpine Court (Lot 2, Block 3, Argenta Hills 2nd Addition)

F. Agreement for 2013 Citizen-Assisted Lake Monitoring Program (CAMP)

H. **Resolution No. 13-53** Approving Compromise Agreement and Settlement Stipulation, Order and Judgment between ABE Investments, LLC and the City of Inver Grove Heights relating to City Project No. 2001-12

I. Approve 2012 Business Survey

J. Accept Donation to Inver Grove Heights Police Department

K. Personnel Actions

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

Ayes: 5
Nays: 0 Motion carried.

C. Accept and Approve Comprehensive Annual Financial Report for the Year Ended December 31, 2012 and the Auditor's Communications Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance

Councilmember Bartholomew reviewed the corrections that were made to Auditor's Communications Letter. On page 27 of the financial analysis there was discussion that public safety was high compared to similar cities. The finance director corrected those numbers and the analysis now reflects that Inver Grove Heights Public Safety is more in line with cities similar in size. He thanked the Finance Director for working with the Council to answer questions and applauded the Finance department for all of their work in preparing the CAFR.

Motion by Bartholomew, second by Madden, to accept and approve Comprehensive Annual Financial Report for the Year Ended December 31, 2012 and the Auditor's Communications Letter and Reports on Compliance with Government Auditing Standards and Legal Compliance

Ayes: 5
Nays: 0 Motion carried.

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G. Resolution Approving Improvement Agreement and Storm Water Facilities Maintenance Agreement for Povolny Specialties Company located at 7350 Courthouse Boulevard

Mr. Thureen provided an explanation of the changes that were made to the agreements. The easement incorrectly contained the word "utilities" and was subsequently stricken from the both agreements and the corresponding resolution.

Mike Povolny, 7350 Courthouse Boulevard, stated he missed the meeting at which the item was originally approved. He expressed concerns regarding the cost he incurred for the storm water easement as it is not related to his construction project. He opined that the City classified him as a developer when he is simply constructing an addition to an existing business. He explained the City requested the easement for future development to the east of his property. He questioned if the City would pay the costs associated with the easement because he felt it did not benefit his business.

Mayor Tourville questioned what the cost was.

Mr. Thureen explained Mr. Povolny was referring to the legal costs associated with drafting the agreements.

Mr. Kaldunski stated there was a cash escrow deposit for the contract. The applicant provided a $5,000 cash escrow and the costs associated with the preparation of the agreements and engineering inspections would be taken from the escrow fund. Any remaining funds after all expenses have been paid would be refunded to the applicant.

Mr. Povolny stated he was willing to pay the engineering fees, but did not feel he should pay the legal costs for the easement agreement because it did not benefit his property. He noted he agreed to donate the easement to the City, including approximately an acre of wetlands.

Mayor Tourville questioned if the applicant was being charged differently than other applicants had been in the past.

Mr. Thureen stated the applicant was not being charged differently in terms of the fee and the fee structure. He explained the easement request would be asked of anyone in a similar situation in order to keep the storm water system whole. He stated the opportunity to obtain the easement arose in the midst of the applicant's construction project.

Mayor Tourville expressed concern regarding precedent if the City pays the legal fees.

Councilmember Piekarski Krech questioned if the easement was related to the applicant's project or if the building precipitated the need for an easement.

Mr. Thureen stated the water from the applicant's property would discharge to the wetland on the west side of the property and from an engineering standpoint would be required for the project. The easement on the east side of the property would be requested from any developer because of the elevation and drainage information they have for the property. He noted the City would not want anything constructed, either by the applicant or by a future developer, within the easement on the east side because the area is required for storm water storage.

Mr. Povolny reiterated that the easement on the east side of his property was not required for his project.

Councilmember Piekarski Krech if the City has paid the legal and recording costs in the past for other projects in which easements were obtained.

Mr. Kuntz stated the City typically passes the recording fees onto the property owner.

Mr. Povolny questioned how much the legal fees would be for the drafting of the easement documents.

Mr. Thureen stated the easement over the wetland on the west side of the property was required for the applicant's project because that is where the storm water discharges.

Mr. Povolny stated he did not need to agree to the 20' drainage easement on the east side of his property in order to complete his project.

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Mr. Thureen stated the easement provides the City with access and they would be required to restore the property to original its condition after any work is completed.

Mr. Povolny questioned if the requirement for the City to restore the property was documented in the agreement.

Mr. Kuntz explained the easement provides the City with the right to restore the property. It does not contain language that imposes upon the City the obligation of restoration. He stated language could be added to the agreement to that effect.

Councilmember Piekarski Krech clarified if the applicant tears up the land within the easement, the applicant is required to restore it. If the City does work within the easement, the City would be responsible for restoration.

The Council agreed to add the suggested language regarding restoration of the property within the easement.

Mayor Tourville suggested that the City set the escrow at $4,000 and agree to pay the filing fees for recording the easements.

Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 13-52 Approving Improvement Agreement and Storm Water Facilities Maintenance Agreement for Povolny Specialties Company located at 7350 Courthouse Boulevard, to set the escrow at $4,000, and direct that the City pay all document recording fees

Ayes: 5
Nays: 0 Motion carried.

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

Allan Cederberg, 1162 82nd St. E., questioned what the details were of the settlement agreement with the architect and the contractor for the City Hall project. He specifically inquired about the total amount the City received in the settlement and how the money would be utilized.

Mayor Tourville stated staff would provide an answer in writing regarding the amount of the settlement agreement. He explained no decisions had been made regarding the utilization of the funds and the final decision would be made by the Council at a future date.

Mayor Tourville asked staff to review the quiet zone requirements for the railroad and the cost to the City.

6. <u>PUBLIC HEARINGS:</u> None.

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

COMMUNITY DEVELOPMENT:

A. JOHN GIESKE; Consider Resolution relating to a Variance to Allow an Accessory Structure 10 Feet from the Front Property Line whereas 30 Feet is required for property located at 8373 Alta Avenue

Mr. Hunting stated the item was previously tabled at the February 25th Council meeting to allow staff time to meet with the applicant on site after the snow had melted. He explained the variance request was for an accessory structure that requires a 30 foot setback from the front property lines and is currently at a setback of 10 feet. The City Engineer, Building Official, and Planning staff met with the applicant on site and found that the topography would not have an impact on the placement of the structure and it could be relocated in order to meet setback requirements. He noted the applicant would likely need to cut into the slope, similar to what was done to place the structure in its existing location. It would not have an impact on the slope or grade to the west. He referenced case law that was found pertaining to after the fact variances and explained one of the issues Council could consider is whether the benefit to the City would outweigh the cost burden to the applicant to move the structure.

John Gieske, 8373 Alta Avenue, stated the primary reason he placed the shed in its current location was aesthetics. He explained the fence allows only the top of the roof of the structure to be seen.

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Councilmember Piekarski Krech questioned if the structure was a slab on grade.

Mr. Gieske responded in the negative. He stated it would be difficult to move the structure and it would damage his black top.

Councilmember Bartholomew questioned when the building was constructed.

Mr. Gieske stated the accessory building was constructed approximately four years ago.

Councilmember Bartholomew asked if the applicant was aware of the setback requirements when the building was constructed.

Mr. Gieske stated he was not aware of the setback requirements at the time of construction.

Mayor Tourville stated the City does not want people to disregard setback requirements. He opined that the City would not gain anything from requiring the applicant to move the structure. He stated it would not be an easy structure to move and allowing it to remain in its current location would not negatively affect neighboring properties.

Councilmember Mueller stated in order to move the structure the applicant would have to completely tear it down. He agreed that a mistake was made but felt it was not intentional and that the City would not gain anything by relocating the structure. He suggested that the applicant be allowed to keep the structure in its current location.

Councilmember Piekarski Krech questioned if the variance remained with the property or if it would cease at such time that the structure was removed.

Mr. Hunting stated the variance was specific to the structure and would become null and void if the structure was taken down.

Councilmember Bartholomew opined that the applicant made an honest mistake and agreed there would be no benefit to the City in requiring the structure to be relocated.

Mr. Hunting suggested that a condition could be added that if the existing structure is taken down or damaged it would have to be reconstructed in a location that would meet setback requirements.

Mayor Tourville stated the condition would be redundant because it is already a requirement in City Code.

Allan Cederberg, 1162 82nd St. E., stated the garage on the property did not meet setback requirements either. He suggested that the applicant be allowed to keep the shed in its current location until the applicant no longer owns the property. He questioned why the garage setback was not addressed at the same time.

Councilmember Mueller stated the garage was not included in the variance request and the discussion was not pertinent to the item being considered.

Motion by Bartholomew, second by Mueller, to adopt Resolution No. 13-54 approving a Variance to Allow an Accessory Structure 10 Feet from the Front Property Line whereas 30 Feet is required for property located at 8373 Alta Avenue

Ayes: 5
Nays: 0 Motion carried.

B. BRIAN & JULIE LEHMAN; Consider an Ordinance Amendment to Allow Dog Grooming as a Conditional Use in A, Agricultural and E-1, Estate Residential Zoning Districts

Mr. Hunting explained the request is for a pet grooming business to be conducted out of the applicant's garage on the lower level. The zoning ordinance would have to be amended in order to approve the request because the type of use is not permitted in residential zoning districts. Commercial uses related to animals are allowed in the Commercial or Agricultural zoning districts. The use would not be considered a home occupation because the applicant has proposed to have outside employees and a separate entrance. He noted the type of use is not comparable to what the code identifies as home occupations. Concerns such as noise, parking, additional traffic, and hours of operation were all raised

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with respect to the request. Staff's opinion was that the proposed use would be a full commercial operation and therefore should be operating out of a commercial zoning district because the use does not fit in a residential area. He explained if the ordinance amendment was approved the applicant would still have to apply for a conditional use permit and go through the public hearing process in front of the Planning Commission.

Julie Lehman, 1123 105th St. E., stated her business proposal was not accurately depicted and reviewed some of the proposed business parameters. She explained the proposal was for a small dog grooming business in the lower level of their home with an average of five (5) dogs per day and a maximum of seven (7). The business services would not include doggy daycare, kenneling, or retail sales. Grooming would be by appointment only, Monday through Friday from 8 am to 5 pm. Clients would be limited to one (1) to two (2) dogs at a time. She opined the traffic would be comparable to that of an in-home daycare or beauty salon. She requested that Council consider approving the proposed business as an interim use to ensure it is acceptable to the neighborhood. She opined the proposal was for a viable business that would add value to the community.

Councilmember Bartholomew questioned what length of time the applicant would feel was appropriate for an interim use permit.

Ms. Lehman proposed 36 months with an option to renew at the end of that period.

Councilmember questioned if there were any concerns with the septic system being able to handle the animal hair.

Brian Lehman, 1123 105th St. E., responded in the negative. He explained they would have a flow meter installed and testing done to make sure they would not be exceeding the system's capabilities.

Councilmember Bartholomew questioned if the proposal was to operate seven (7) days per week.

Mr. Lehman stated the proposal is to operate Monday through Friday from 8 am to 5 pm by appointment.

Councilmember Bartholomew questioned if the applicant's goal was to eventually relocate the business to a commercial store front.

Mr. Lehman responded in the affirmative.

Councilmember Bartholomew questioned how the cost to renovate their home compared to leasing a commercial space.

Mr. Lehman stated the cost would be significantly more to lease a space versus operating from their home. He reiterated the idea is to keep the business small with the intention of transitioning to a store front in the future.

Councilmember Bartholomew questioned if a license was required to perform dog grooming services.

Mr. Lehman responded in the affirmative and noted all three (3) employees were licensed.

Rich Brown, 105th St. E., opposed the request because the area is residential not commercial. He opined the ordinance amendment would increase traffic on the dead end street and it would not enhance the property values in the neighborhood.

John Wendt, 1111 105th St. W., opposed the ordinance amendment. He referenced concerns regarding increased traffic and the precedent that would be set. He stated there were alternative locations in the City that were available for the applicant's business. He explained he does not want his quiet, residential neighborhood disturbed.

Councilmember Piekarski Krech questioned the description of a dog grooming facility and the maximum number allowed in the facility at a time. She stated most dog grooming businesses would not fit within the parameters outlined in the ordinance amendment. She expressed concern with the applicant's statement that the dogs would not be taken outside at all.

Ms. Lehman stated it is general protocol to not let the dogs outside when they are at a grooming shop

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because if they get loose or run it presents a liability issue for the business.

Councilmember Mueller stated he would consider an interim use permit for one (1) or two (2) years and at the end of that time period the applicant would have to relocate the business to a commercial store front. He questioned if the applicant was aware of Dakota County Open to Business program.

Ms. Lehman stated the intent was to start the business in their home to build a customer base and then transition to a retail space. She noted they would consider a two (2) year interim use permit and questioned if they would have the chance to renew the permit after that time period.

Councilmember Mueller stated his preference would be that the permit would not be allowed to be renewed. After the two (2) year period had elapsed he would like to see the business move to retail space.

Councilmember Madden expressed concern with setting a precedent for future requests in residential districts.

Councilmember Bartholomew questioned if the applicant would agree to a condition that there be no signage in the neighborhood.

Ms. Lehman responded in the affirmative.

Councilmember Bartholomew stated he also had a concern with the animal not being allowed to eliminate outside.

Mayor Tourville stated the biggest concern within the neighborhood is the traffic. He opined he took issue with the business being in a residential area. He did not agree with allowing the business as an interim use because it would not address the concerns of the neighborhood.

Dan Melling, 1884 86th Ct. E., stated he would appreciate having a place near his home to get his dog groomed. He opined the applicant should be afforded the opportunity to earn a living and stated their acreage provided more than enough space to operate a small home business.

Councilmember Madden stated he had a problem with allowing a commercial operation in a residential area and setting a precedent in the E-1 district.

Councilmember Bartholomew stated it is important for people to understand that everyone has the right to have businesses but the neighborhood concerns have to be taken into account. He opined there were enough safeguards in place to address the neighborhood concerns and allow the operation in this particular case.

Mayor Tourville stated the problem is that the change would affect the whole city, not just this neighborhood.

Councilmember Piekarski Krech stated the issue would be much easier if it qualified as a home business.

Councilmember Mueller stated the additional employee was an issue and the number of dogs per day. He encouraged the applicant to look into the Open to Business program.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 13-55 denying an Ordinance Amendment to Allow Dog Grooming as a Conditional Use in A, Agricultural and E-1, Estate Residential Zoning Districts and to receive the written correspondence related to the item

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

C. JOE AMUNDSON (J&B AUTO SALES); Consider Resolution and related Documents relating to a Conditional Use Permit Amendment to Expand the Automobile and Off Highway Vehicle Sales Lot on the property located at 6360 Concord Boulevard

Mr. Hunting stated there was an existing conditional use permit for an auto sales lot on the property with a limit of 12 vehicles. The request is to convert the entire site into an auto sales lot by removing the

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restaurant building from the site. The improvement and storm water facilities maintenance agreements address removal of the building, site grading, and installation of a rain garden along the east property line. Staff and the Planning Commission recommended approval of the request.

Councilmember Piekarski Krech questioned if the applicant agreed with the conditions set forth in the resolution.

Joe Amundson, 6360 Concord Boulevard, responded in the affirmative.

Motion by Piekarski Krech, second by Mueller, to adopt Resolution No. 13-56 and related documents approving a Conditional Use Permit Amendment to Expand the Automobile and Off Highway Vehicle Sales Lot on the property located at 6360 Concord Boulevard

Ayes: 5
Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider the following actions regarding Ordinance allowing Urban Chickens:

i) Third Reading of an Ordinance Amendment to Allow Chickens in Single Family Residential Areas

ii) Approve Resolution Adopting a License Fee for Urban Chickens

iii) Approve an Ordinance Amendment to the Zoning Ordinance Allowing Chickens in the E-2, R-1A, R-1B, R-1C, and R-2 Zoning Districts

Mr. Hunting explained staff incorporated the changes that were directed during the second reading of the ordinance. The E-2 zoning district was removed and included with the Agricultural and E-1 zoning districts to allow chickens with no restrictions. Language in the application section was modified to eliminate confusion. The section addressing housing of the chickens was clarified to reflect the intent that the chickens be contained within a run or fenced in area. The maximum number of chickens allowed was increased to six (6) and the late fee was removed with respect to licensure. Violations of the ordinance would be a petty misdemeanor. Staff recommended the license fee be set at $25 and that no pre-inspection be required.

Councilmember Piekarski Krech questioned if the standard “chickens shall not be kept inside a dwelling” included garages.

Mr. Hunting stated the term “dwelling” is interpreted as the principal structure on the property. He noted the sentence previously stated “chickens shall not be kept inside a dwelling or garage” and the word “garage” was removed per Council direction.

Mary T’Kach, 7848 Babcock Trail, suggested not imposing a license fee and instead offering a one-time registration option for residents that would provide an opportunity to offer a more proactive, educational component in conjunction with registration. She explained the registration would serve as a comprehensive mailing list the City could use to share information.

Motion by Mueller, second by Madden, to adopt Ordinance No. 1265 to Allow Chickens in Single Family Residential Areas, Resolution No. 13-57 Adopting a License Fee for Urban Chickens, and Ordinance No. 1266 Amending the Zoning Code to Allow Chickens in the E-2, R-1A, R-1B, R-1C and R-2 Zoning Districts

Ayes: 5
Nays: 0 Motion carried.

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider the Third Reading of an Ordinance Regulating the Feeding of Deer

Ms. Teppen explained staff included the requirements discussed by Council at the second reading. She reviewed the changes that were included as subparts d & e of Section 5-10-2 which identified the

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exclusions from the definition of feeding deer.

Councilmember Madden opined staff did a great job putting the ordinance together and incorporating the changes that were directed by Council and feedback from citizens.

Motion by Madden, second by Piekarski Krech, to adopt Ordinance No. 1267 Regulating the Feeding of Deer

Ayes: 5
Nays: 0 Motion carried.

PUBLIC WORKS:

F. CITY OF INVER GROVE HEIGHTS; Consider Resolution Ordering the Project and Receiving the Bids for City Project No. 2011-15, Orchard Trail Stormwater Improvements

Mr. Lynch reminded the Council that the public hearing was previously held and the Council had already determined the need for and feasibility of the proposed improvements. The item presented for consideration relates to receiving bids and determining whether or not to proceed with the project at this time.

Mayor Tourville explained the City applied for a grant for the project and it has not yet been determined whether the grant will be awarded.

Mr. Kaldunski stated at the public hearing in January the City Council gave specific direction to staff to prepare a plan and solicit bids. He explained staff's recommendation was that Council delay awarding a contract until the outcome of the grant application is known. The project was designed in accordance with the feedback received during the public hearing, most notably the request to update the plans from the 2004 design. He reviewed the updates to the design including changes to the engineered soil that would be utilized to promote better filtration, new planting palates and seeding mixtures to utilize native plant materials, and installation of drain tiling and valving to allow operation and maintenance of the filtration systems during different moisture conditions. He reiterated staff applied for a MPCA grant and notification of award is anticipated in mid-July. He stated bids could be held until September 5th to allow for a decision to be made regarding the grant. The grant would provide 50% of construction costs. A review of the regulations that required the stormwater improvements was conducted. Completion of the proposed improvements would bring the City into compliance with five (5) major regulations, the two (2) most important of which were the 1991 Wetland Conservation Act and the City's 2003 Stormwater Pollution Prevention Plan. Staff contacted the Dakota County Soil and Water Conservation District to review the regulations as they pertained to this specific project. The information received indicated that the existing wetlands that were delineated before the development must be preserved and protected per the original plan, and that the City must ensure the runoff from the development is pretreated before it is discharged into an existing wetland. He noted Council should be aware of the fact that the infiltration features are intended to make sure water drains into the soil before a design event occurs. He explained the way the rain gardens and basins were designed allows approximately 50% of the rain that falls in a given year to be captured through infiltration. As a result the larger basins remain at the normal water levels that were designed in the original hydrologic analysis and have a full storage volume to be able to handle back to back 100 year flood events. He summarized the bids that were received for the project. The low bid was submitted by Sunram Construction in the amount of $368,244. He stated this amount was significantly higher than what was estimated in the feasibility study primarily because the plans were designed to meet today's standards whereas the original feasibility study was based on the designed standards in place at the outset of the project. If the City was successful in obtaining the grant the cost of the project would be less than what was originally estimated in the feasibility study. It was recommended that Council authorize staff to retain the bids until September 5th.

Mr. Thureen clarified that staff did recommend that the project be ordered under Minnesota Statutes 103B and 429 and that the three (3) lowest bids be retained until September 5th.

Councilmember Mueller questioned how many lots remained unsold.

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Mr. Kaldunski stated they were all at various stages of development. Of the original 11 lots that remained, two (2) have been built on and the plans for one (1) were just approved. The remaining eight (8) lots have all started the process and submitted plans to be developed.

Mayor Tourville clarified if certain components of the project were removed or not ordered it would jeopardize the City's chances of receiving the grant from the MPCA.

Mr. Kaldunski responded in the affirmative and stated the intent of the grant was to assist in building green infrastructure.

Mayor Tourville questioned how the grant would be applied to the project if it was awarded to the City.

Mr. Kaldunski explained that would be a Council decision after the amount of the grant was determined.

Councilmember Mueller clarified the assessments would be cheaper if the grant was awarded.

Mr. Kaldunski responded in the affirmative.

Councilmember Bartholomew stated the SWCD identified minimum requirements and it seems that the City's design has proposed to go above and beyond the minimum standards.

Mr. Kaldunski stated the project would meet the requirements that the City, State, and Lower Mississippi Watershed have adopted and did not generally exceed the SWCD requirements. The review done by the SWCD was specific to water quality standards. The other, more critical components relate to high water marks and flood elevations and should be included in the project to ensure that the normal water levels are where they were assumed to be in the original design.

Councilmember Bartholomew clarified that was based on the City's assessment.

Mr. Kaldunski stated it was based on the opinions of the engineering consultants.

Dan Melling, 1884 86th Ct. E., stated a number of things have changed since the January 28th meeting in terms of the design and the engineering of the project. He noted the public wanted to be involved in the process from start to finish. He stated no information was presented regarding the three (3) separate bids that were ordered by the Council.

Mr. Kaldunski stated the project was bid in four schedules (A, B, C, and D). The bid for Schedule A involved cleaning of the large basins to the north and the removal of silt fences at a cost of approximately $72,000. Schedule B was for the outlot rain gardens and Schedule C was for the right-of-way rain gardens at a cost of approximately $132,000. Schedule D, approximately $23,000, was for an outlot rain garden near wetland A that was separated because an underdrain could not be installed and required a slightly different design.

Mayor Tourville stated the information could be provided to interested residents.

Councilmember Piekarski Krech noted all of the information was available on the City's website as part of the online agenda packet.

Elizabeth Niemioja, 8658 Applegate Way, stated she did not feel there was a lot of citizen input in the design of the plan. She explained the focus should be on the minimum requirements that are necessary for the development and the residents should not be held to the same standards as the developer. She opined it may not be necessary or beneficial to dredge the ponds (Schedule A) at this point in time.

Mayor Tourville questioned if the City was legally obligated to do anything in the development.

Mr. Kuntz stated permits were issued assuming a plan would be completed. The City would allow the houses to be built assuming some level of stormwater control under federal and state statutes. When the City granted the permits it also approved a plan that would meet the development standards at that time. He explained to the extent that the plan is not done somebody had to complete it.

Mayor Tourville stated there is a difference between ensuring design standards are met and being legally required to complete the project. He opined the solution may be that the residents want nothing done and in turn agree to sign an agreement to not hold the City responsible if anything occurs within the

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development.

Mr. Thureen explained in all of the rural developments that are landlocked the City looks at a couple of different events to determine the critical condition for a flood elevation on terminal basins. The Northwest area and all of the rural area, from 2006-2008, were dealt with in terms of modeling efforts. The City looked at a series of events, based on the recommendation of water resources consultants, the back to back 100 year 24 hour storm event and the 100 year 10 day snow melt event. The events are used to determine which would provide the higher flood elevation on a water body. The vast majority of the areas modeled had a higher flood elevation from the 100 year 10 day snow melt event. The Orchard Trail development had a higher flood elevation from the back to back 100 year 24 hour storm event. He noted there were a lot of unknowns involved because one cannot predict how much rain will have occurred during the course of a year before the big event hits. Therefore one does not know what the water elevations of the terminal basins will be at the time of the event. The proposed plan is conservative by design. He explained in this particular neighborhood, given the elevations the homes are being constructed at, if the design is exceeded there may be one (1) or two (2) homes that actually suffer physical damage to the structure. The majority of the damage would occur on the adjacent properties because of overflows. He stated all of the features included in the design are needed to meet the calculated flood level of the terminal basins. He explained going to a reduced standard would be a major policy issue for the City.

EJ Juers, 1925 86th Ct. E., stated this was a tough issue because he did not want to be the person to undermine a plan that could prevent someone's home from being flooded or washed away. He admitted he did not know all of the inputs into the models that were used to design the project and explained his main purpose was to ask questions and raise concerns to ensure the project was completed correctly and equitably in a manner that would protect the homes and the environment.

Mayor Tourville opined the City would be foolish not to proceed with the project if the grant is awarded.

Mr. Juers stated one of his concerns was the first phase of the project which involved dredging of the Northwest Basin. He questioned if that would affect the City's chances of receiving the grant.

Mr. Kaldunski stated the MPCA was aware of the plan to dredge the ponds in order to restore the original design grade. When the ponds were originally built they were left 2-2.5 feet above grade and studies of the soil borings showed better infiltration of the basins would be achieved if the original design grade was restored. He noted the work was considered a green infrastructure improvement because it would improve the infiltration basin.

Mr. Juers questioned how any grant funds would be applied to the bottom line of the project.

Mayor Tourville stated the Council would make a decision if and when the grant is awarded.

Mr. Juers questioned if there had been any discussion with respect to the maintenance of the rain gardens and how the ongoing costs would be funded.

Mr. Thureen explained the City maintains the rain gardens in the public right-of-way. Funding would be provided from a combination of storm water utility fees and the General Fund.

Mr. Juers questioned how the existing rain gardens in the City were performing.

Mr. Kaldunski stated there were approximately 50 rain gardens located in the City. He stated they were all functioning properly and he was unaware of any that were holding water. He noted a few had minor erosion issues and plants that washed out. The issues were all addressed through routine maintenance. Councilmember Piekarski Krech asked for clarification on what Council was being asked to do.

Mr. Thureen explained the Council was being asked to order the project under Minnesota Statute 103B to allow the special stormwater taxing district to be used as a funding mechanism, and also ordering the project under Chapter 429 to allow special assessments to be used as a funding mechanism.

Councilmember Piekarski Krech confirmed the recommendation was also to retain the three (3) lowest bids until after the status of the MPCA grant application is known.

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Mr. Melling questioned how the residents could be guaranteed an opportunity to come before the Council and voice their opinions about the funding of the project.

Councilmember Piekarski Krech stated they are trying to move the process forward so if a grant is awarded the Council can look at the project with actual numbers in hand.

Mayor Tourville stated once the numbers are known the item would have to come back to the Council to make a decision regarding award of a contract. He stated the neighborhood would be notified when the issue was placed on a Council agenda.

Mr. Thureen explained the Council was not taking action on the bids for the project at this time. He noted if they decide to advance the project after the information regarding the grant is known, they would have the flexibility to award any or all of the four schedules that were included in the bid.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 13-58 Ordering City Project No. 2011-15 as a Water Management Facility pursuant to Minnesota Statutes Section 103B.245, Resolution No. 13-59 Ordering Improvements and Receiving Bids for the 2012 Capital Improvement Program City Project No. 2011-15, and Resolution No. 13-60 Retaining the Three Lowest Bids for City Project No. 2011-15 – Orchard Trail Stormwater Improvements

Ayes: 5
Nays: 0 Motion carried.

8. <u>MAYOR & COUNCIL COMMENTS:</u>

Ms. Teppen stated Commission interviews and appointments would be held on May 20, 2013 at 7:00 p.m.

9. <u>ADJOURN:</u> Motion by Piekarski Krech, second by Bartholomew, to adjourn. The meeting was adjourned by a unanimous vote at 9:35 p.m.

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INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, MAY 20, 2013 – 8150 BARBARA AVENUE

1. CALL TO ORDER The City Council of Inver Grove Heights met in special session on Monday, May 20, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 8:30 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Attorney Kuntz and Assistant Administrator Teppen

2. CITIZEN ADVISORY COMMISSION APPOINTMENTS

Mayor Tourville explained the purpose of the special meeting was to consider appointments to the various citizen advisory commissions.

Mr. Kuntz explained the Council would consider appointments to six (6) different advisory commissions. He stated the City has valued the advisory commissions as their main functions serve to study, reflect, and ultimately make recommendations to the City Council. In light of the fact that the City so values the commissions and those who work diligently on those commissions, the City has developed a process whereby all of the applicants for each commission are listed on a ballot presented to the City Council. This ensures that all applicants are given the opportunity to have their name in front of the Council for consideration during the ballot process. Ballots are presented to the City Council on a commission by commission basis until the number of candidates is narrowed to the number needed to serve on each respective commission. He emphasized the fact that the ballots were public information and the entire process was transparent.

The Council agreed to begin with appointments to the Planning Commission.

Mr. Kuntz stated there were eight (8) applicants and three (3) positions to be filled. He directed the Council to vote for three (3) individuals on the first ballot.

Following the first round of voting Mr. Kuntz announced that six (6) of the eight (8) candidates received at least one (1) vote. One (1) candidate received five (5) votes. He explained in past years the Council has asked that those instances in which a candidate receives five (5) votes be reported in order to determine if the Council would like to appoint that candidate or continue on to the next ballot.

Councilmember Madden stated he would like to appoint the individual who received five (5) votes.

Councilmember Bartholomew agreed with Councilmember Madden.

Mr. Kuntz stated the individual who received five (5) votes was Dennis Wippermann.

Motion by Madden, second by Bartholomew, to appoint Dennis Wippermann to the Planning Commission.

Ayes: 5
Nays: 0 Motion carried.

Mr. Kuntz directed Council to vote for four (4) individuals on the second ballot.

Following the second round of voting Mr. Kuntz announced that there were five (5) candidates on the ballot and the process would call for removing the individual that received the fewest votes from the third round of balloting. He noted two (2) candidates on the second ballot each received five (5) votes.

Councilmember Piekarski Krech suggested that the Council proceed with the third round of balloting.

Mr. Kuntz stated the person with the fewest votes would then be removed from the third ballot. He directed Council to vote for three (3) individuals.

Following the third round of voting Mr. Kuntz announced that out of the four (4) candidates on the ballot, two (2) candidates received the fewest number of votes. One individual received five (5) votes.

The Council agreed to appoint the individual with five (5) votes and proceed to a fourth ballot.

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Mr. Kuntz identified Pat Simon as the candidate who received five (5) votes.

Motion by Piekarski Krech, second by Bartholomew, to appoint Pat Simon to the Planning Commission.

Ayes: 5
Nays: 0 Motion carried.

Mr. Kuntz directed Council to vote for two (2) individuals.

Following the fourth round of voting Mr. Kuntz announced one (1) candidate received four (4) votes and two (2) candidates each received three (3) votes.

The Council agreed to appoint the individual with four (4) votes.

Mr. Kuntz identified Bill Klein as the candidate who received four (4) votes.

Motion by Madden, second by Mueller, to appoint Bill Klein to the Planning Commission.

Ayes: 5
Nays: 0 Motion carried.

The Council agreed to proceed with the ballot process for the Parks and Recreation Advisory Commission. Mr. Kuntz stated there were seven (7) candidates on the ballot and three (3) positions to be filled. He directed Council to vote for three (3) candidates on the first ballot.

Following the first round of voting Mr. Kuntz announced that five (5) candidates received at least one (1) vote. Of those five (5) candidates, two (2) individuals received five (5) votes each.

The Council agreed to appoint the two (2) candidates that received five (5) votes.

Mr. Kuntz identified the two (2) candidates who received five (5) votes as Jim Huffman and Willie Krech.

Motion by Piekarski Krech, second by Mueller, to appoint Jim Huffman and Willie Krech to the Parks and Recreation Advisory Commission.

Ayes: 5
Nays: 0 Motion carried.

Mr. Kuntz directed Council to vote for two (2) candidates on the second ballot.

Following the second round of voting Mr. Kuntz announced that one (1) candidate received five (5) votes, one (1) candidate received three (3) votes, and one (1) candidate received two (2) votes.

The Council agreed to appoint the candidate that received five (5) votes.

Mr. Kuntz identified the individual receiving five (5) votes as Deb Tix.

Motion by Piekarski Krech, second by Madden, to appoint Deb Tix to the Parks and Recreation Advisory Commission.

Ayes: 5
Nays: 0 Motion carried.

The Council chose to proceed with the Environmental Commission.

Mr. Kuntz stated there were three (3) positions to be filled and three (3) candidates on the ballot. He identified the candidates as Susan Burke, Renee Martin, and Kevin Vernon Harris.

Motion by Bartholomew, second by Madden, to appoint Susan Burke, Renee Martin, and Kevin Vernon Harris to the Environmental Commission.

Ayes: 5
Nays: 0 Motion carried.

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The Council chose to proceed with the Airport Relations Commission.

Mr. Kuntz stated there were three (3) positions to be filled and three (3) candidates on the ballot. He identified the candidates as Ron Sieloff, Patricia Todd, and Manuel Capiz, Jr.

Motion by Piekarski Krech, second by Madden, to appoint Ron Sieloff, Patricia Todd, and Manuel Capiz, Jr. to the Airport Relations Commission.

Ayes: 5
Nays: 0 Motion carried.

The Council chose to proceed with appointments to the Housing Committee.

Mr. Kuntz explained there were two (2) positions to be filled and four (4) candidates listed on the ballot. He directed Council to vote for two (2) candidates.

Councilmember Piekarski Krech stated there were only three (3) candidates because Renee Martin was already appointed to the Environmental Commission. She suggested that the Council take action on appointments to the Convention and Visitors Bureau in the interim because there were three (3) positions and only three (3) candidates.

Motion by Piekarski Krech, second by Madden, to appoint Regina Barr, Lauren Himle, and Jamie Rady to the Convention and Visitors Bureau.

Ayes: 5
Nays: 0 Motion carried.

Following the first round of voting for the Housing Committee Mr. Kuntz announced that two (2) out of the three (3) candidates each received four (4) votes.

The Council agreed to appoint the two (2) candidates that received four (4) votes.

Mr. Kuntz stated James Zentner and Dody Sobaszkiewicz were the candidates that received (4) votes.

Motion by Mueller, second by Piekarski Krech, to appoint James Zentner and Dody Sobaszkiewicz to the Housing Committee

Ayes: 5
Nays: 0 Motion carried.

3. <u>ADJOURN:</u> Motion by Bartholomew, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 9:10 p.m.

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AGENDA ITEM _____4B_____

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

Meeting Date:	May 28, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Kristi Smith 651-450-2521	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 May 9, 2013 to May 22, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending May 22, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	$343,446.09
Debt Service & Capital Projects	22,537.28
Enterprise & Internal Service	136,932.20
Escrows	1,500.00
Grand Total for All Funds	$504,415.57

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period May 9, 2013 to May 22, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING May 22, 2013

WHEREAS, a list of disbursements for the period ending May 22, 2013 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	$343,446.09
Debt Service & Capital Projects	22,537.28
Enterprise & Internal Service	136,932.20
Escrows	1,500.00
Grand Total for All Funds	$504,415.57

Adopted by the City Council of Inver Grove Heights this 28th day of May, 2013.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 5/9/2013 - 5/22/2013

Vendor Name	Post Date	Description (Item)	Account Number	Amount
ACE BLACKTOP, INC.	05/22/2013	IGH001	101.43.5200.443.40046	18,287.50
ACE PAINT & HARDWARE	05/15/2013	4/25/13	101.44.6000.451.60012	12.61
AFSCME COUNCIL 5	05/17/2013	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	28.48
AFSCME COUNCIL 5	05/17/2013	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	752.02
AFSCME COUNCIL 5	05/17/2013	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	89.10
ARROWHEAD SCIENTIFIC, INC.	05/18/2013	4/30/13	101.42.4000.421.60065	106.14
AVCAM	05/18/2013	2013 RENEWAL - C. THOMAS	101.42.4000.421.50070	30.00
BAUER, CORA L	05/22/2013	REIMBURSE-MILEAGE/PARKING	101.41.2000.415.50065	29.84
BLACKTOP PROS, LLC	05/22/2013	4/29/13-5/8/13	101.43.5200.443.40046	16,126.00
CA DEPT OF CHILD SUPPORT SERVICES	05/17/2013	MIGUEL GUADALAJARA FEIN/TAXPAYER ID: 41600525	101.203.2032100	285.01
CARDIAC SCIENCE, INC.	05/15/2013	41630	101.42.4000.421.60065	171.40
CARGILL, INC.	05/22/2013	5/10/13	101.43.5200.443.60016	12,403.80
CENTURY LINK	05/15/2013	651 457 4184 746	101.44.6000.451.50020	57.95
CENTURY LINK	05/15/2013	651 457 5524 959	101.44.6000.451.50020	64.32
CENTURY LINK	05/22/2013	651 125 8143 625	101.42.4000.421.50020	79.11
CITY OF MINNEAPOLIS RECEIVABLES	05/22/2013	612005356	101.42.4200.423.30700	2,941.20
CITY OF SAINT PAUL	05/22/2013	APRIL 2013	101.43.5200.443.60016	3,797.27
COLLINS ELECTRICAL CONST.	05/15/2013	5/8/13	101.43.5400.445.30700	600.00
COORDINATED BUSINESS SYSTEMS	05/22/2013	4555082	101.42.4200.423.30700	123.75
CULLIGAN	05/18/2013	157-98459100-6	101.42.4200.423.60065	77.05
CULLIGAN	05/18/2013	157-98459118-8	101.42.4200.423.60065	49.15
DAKOTA CTY TECH COLLEGE	05/22/2013	ADV PURSUIT REFRESHER-3 REGISTERED	101.42.4000.421.50080	675.00
DAKOTA ELECTRIC ASSN	05/15/2013	246837-9	101.44.6000.451.40020	362.35
DAKOTA ELECTRIC ASSN	05/15/2013	250165-8	101.44.6000.451.40020	54.55
DAKOTA ELECTRIC ASSN	05/15/2013	393563-2	101.44.6000.451.40020	132.03
DAKOTA ELECTRIC ASSN	05/15/2013	426713-4	101.43.5400.445.40020	32.32
DAKOTA ELECTRIC ASSN	05/15/2013	443054-2	101.44.6000.451.40020	11.07
EFTPS	05/17/2013	FEDERAL WITHHOLDING	101.203.2030200	38,541.05
EFTPS	05/17/2013	MEDICARE WITHHOLDING	101.203.2030500	11,108.24
EFTPS	05/17/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	35,225.70
EFTPS	05/17/2013	FEDERAL WITHHOLDING	101.203.2030200	1.29
EFTPS	05/17/2013	MEDICARE WITHHOLDING	101.203.2030500	2.82
EFTPS	05/17/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	12.10
EHLERS AND ASSOCIATES, INC.	05/22/2013	BUDGET MODULE DEVELOPMENT/PREP	101.41.2000.415.30700	3,000.00
FELIX, KEN	05/15/2013	REIMBURSE-DMV LICENSE	101.44.6000.451.50070	55.25
FIRST IMPRESSION GROUP, THE	05/15/2013	3022	101.44.6000.451.50030	101.53
FIRST IMPRESSION GROUP, THE	05/18/2013	MAY/JUNE INSIGHT	101.41.1100.413.50032	2,142.84
FOX, KIM	05/22/2013	REIMBURSE-BOX LUNCHES	101.41.1100.413.50075	75.00
GENESIS EMPLOYEE BENEFITS, INC	05/17/2013	HSA ELECTION-SINGLE	101.203.2032500	2,729.06
GENESIS EMPLOYEE BENEFITS, INC	05/17/2013	HSA ELECTION-FAMILY	101.203.2032500	3,901.18
GERTENS	05/22/2013	103566	101.43.5200.443.60016	128.23
GERTENS	05/15/2013	103566	101.44.6000.451.60016	12.49
GLASSING FLORIST	05/18/2013	00002015	101.42.4000.421.60065	64.25
GOPHER	05/15/2013	404658	101.44.6000.451.60065	851.17
GRAINGER	05/15/2013	855257697	101.42.4200.423.40040	80.73
GRAINGER	05/15/2013	855257697	101.42.4200.423.40042	118.72
GRAINGER	05/15/2013	806460150	101.44.6000.451.60065	969.09
HOSE / CONVEYORS INC	05/15/2013	CIT300	101.44.6000.451.40047	31.90
IAAI	05/18/2013	12235 ACTIVE $75.00 ACTIVE IN FIRE/ARSON INVEST	101.42.4200.423.50070	75.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	267.16
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	200.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	549.47
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	428.29
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	940.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	118.44
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00

ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	706.89
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	252.64
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,576.58
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	121.01
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	90.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	370.70
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	445.54
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	272.95
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	148.05
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	66.35
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 50 & OVER)	101.203.2031400	207.75
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 50 & OVER)	101.203.2031400	710.30
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 50 & OVER)	101.203.2031400	947.63
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,673.85
ICMA RETIREMENT TRUST - 457	05/17/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	05/17/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
INFINITY WIRELESS	05/15/2013	14535	101.42.4200.423.40042	105.00
INTOXIMETERS	05/15/2013	MNINV0	101.42.4000.421.60065	82.24
JRK SEED & TURF SUPPLY	05/15/2013	1362	101.44.6000.451.60016	2,856.77
KENISON, TERRI	05/18/2013	APRIL 2013	101.42.4200.423.30700	908.44
LANGUAGE LINE SERVICES	05/15/2013	9020909043	101.42.4000.421.50020	23.20
LEAGUE OF MN CITIES	05/15/2013	2013 CONFERENCE-R. PIEKARSKI-KRECH	101.41.1000.413.50080	99.00
LEVANDER, GILLEN & MILLER P.A.	05/15/2013	92000E	101.42.4000.421.30410	15,776.43
LYNCH, JOE	05/18/2013	REIMBURSE-CONFERENCE/HOTEL	101.41.1100.413.50075	396.00
LYNCH, JOE	05/18/2013	REIMBURSE-CONFERENCE/HOTEL	101.41.1100.413.50080	225.00
LYNN & ASSOCIATES	05/22/2013	5/4/13	101.44.6000.451.30700	1,050.00
LYNN & ASSOCIATES	05/22/2013	5/7/13	101.44.6000.451.30700	1,012.50
MADISON NATIONAL LIFE INSURANCE COMP/	05/22/2013	101243900000000 JUNE 2013	101.203.2031700	2,483.59
MADISON NATIONAL LIFE INSURANCE COMP/	05/22/2013	101243900000000 JUNE 2013	101.42.4000.421.20630	(21.56)
MADISON NATIONAL LIFE INSURANCE COMP/	05/22/2013	101243900000000 JUNE 2013	101.43.5100.442.20630	4.76
MADSEN, BENNETT	05/15/2013	REIMBURSE-GAS	101.42.4000.421.50065	51.00
MCMONIGAL, MIKE	05/22/2013	REIMBURSE APRIL 2013	101.42.4200.423.50065	45.00
MCMONIGAL, MIKE	05/22/2013	REIMBURSE APRIL 2013	101.42.4200.423.50075	29.58
METROPOLITAN COUNCIL ENVIRON SRVCS	05/15/2013	APRIL 2013	101.41.0000.3414000	(194.80)
MINNEAPOLIS OXYGEN CO.	05/18/2013	113504	101.42.4200.423.40042	63.48
MINNEAPOLIS OXYGEN CO.	05/18/2013	113504	101.42.4200.423.40042	112.86
MINNESOTA DEPARTMENT OF HUMAN SERVI	05/17/2013	RICK JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVI	05/17/2013	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005255	101.203.2032100	484.54
MN DEPT OF LABOR & INDUSTRY	05/10/2013	APRIL 2013 SURCHARGE	101.207.2070100	2,639.90
MN DEPT OF LABOR & INDUSTRY	05/10/2013	APRIL 2013 SURCHARGE	101.41.0000.3414000	(52.80)
MN DEPT OF REVENUE	05/17/2013	STATE WITHHOLDING	101.203.2030300	16,443.03
MN DEPT OF REVENUE	05/17/2013	STATE WITHHOLDING	101.203.2030300	0.69
MOST DEPENDABLE FOUNTAINS	05/15/2013	4/24/13	101.44.6000.451.40040	56.00
MUELLER, JIM	05/15/2013	REIMBURSE-STYLUS	101.41.1000.413.60065	16.06
MUELLER, JON	05/22/2013	REIMBURSE-TRAINING	101.42.4000.421.50075	26.95
NATURE CALLS, INC.	05/15/2013	4/24/13	101.44.6000.451.40065	1,039.06
NEWMAN SIGNS INC	05/15/2013	RC980250336	101.43.5200.443.60016	8,433.14
NORTH AMERICAN SALT	05/22/2013	533230/CH900190	101.43.5200.443.60016	2,159.51
NORTHEAST WISCONSIN TECH COLLEGE	05/18/2013	21806582	101.42.4000.421.50080	875.00
OXYGEN SERVICE COMPANY, INC	05/15/2013	04394	101.42.4000.421.60065	12.83
PERA	05/17/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,412.08
PERA	05/17/2013	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	15,075.40
PERA	05/17/2013	PERA COORDINATED PLAN	101.203.2030600	15,075.40
PERA	05/17/2013	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	57.69
PERA	05/17/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	05/17/2013	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	14,934.08

PERA	05/17/2013	PERA POLICE & FIRE PLAN	101.203.2030600	9,956.04
PIONEER ATHLETICS	05/15/2013	CI5498	101.44.6000.451.60016	63.75
PRECISE MRM	05/22/2013	000208	101.43.5200.443.50070	39.56
ROLLOFF, DANE	05/15/2013	REIMBURSE-STANDBY ST	101.42.4200.423.50075	30.59
SAFETY SIGNS	05/22/2013	5/13/13	101.42.4200.423.30700	442.00
SHERWIN-WILLIAMS	05/15/2013	6682-5453-5	101.44.6000.451.40040	172.00
SMITH KRISTI	05/18/2013	REIMBURSE-MILEAGE & BOOKS	101.41.2000.415.50030	146.00
SMITH KRISTI	05/18/2013	REIMBURSE-MILEAGE & BOOKS	101.41.2000.415.50065	20.91
SMITH KRISTI	05/18/2013	REIMBURSE-MILEAGE & BOOKS	101.41.2000.415.50075	15.00
SOUTH ST PAUL, CITY OF	05/15/2013	BILLING PERIOD 1/2/13-4/2/13	101.207.2070900	33.00
TESSMAN COMPANY, THE	05/15/2013	0093544	101.44.6000.451.60030	1,925.16
THOMSON REUTER - WEST	05/15/2013	1000197212	101.42.4000.421.30700	140.90
TIMESAVER OFF SITE SECRETARIAL INC	05/18/2013	4/22/13 COUNCIL MEETING	101.41.1100.413.30700	321.60
TOTAL CONSTRUCTION & EQUIP.	05/22/2013	CIT001	101.43.5400.445.30700	717.01
TWIN CITIES OCCUPATIONAL HEALTH PC	05/18/2013	N26-1251001589	101.41.1100.413.30500	25.00
UNIFIRST CORPORATION	05/22/2013	1051948	101.43.5200.443.60045	23.77
UNIFIRST CORPORATION	05/22/2013	1051948	101.44.6000.451.60045	34.28
UNIFIRST CORPORATION	05/15/2013	1051948	101.43.5200.443.60045	23.77
UNIFIRST CORPORATION	05/15/2013	1051948	101.44.6000.451.60045	44.99
UNIFORMS UNLIMITED	05/15/2013	I4066	101.42.4000.421.60045	157.14
UNITED WAY	05/17/2013	UNITED WAY	101.203.2031300	105.00
UNIVERSITY NATIONAL BANK	05/17/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	398.08
USA MOBILITY WIRELESS INC	05/18/2013	0317409-1	101.42.4000.421.50020	4.89
XCEL ENERGY	05/15/2013	51-6025596-7	101.43.5400.445.40020	115.82
XCEL ENERGY	05/18/2013	51-9782436-1	101.43.5400.445.40020	84.52
XCEL ENERGY	05/15/2013	51-8849473-7	101.43.5400.445.40020	70.16
XCEL ENERGY	05/15/2013	51-6431857-4	101.42.4200.423.40010	1,481.54
XCEL ENERGY	05/15/2013	51-6431857-4	101.42.4200.423.40020	1,349.62
XCEL ENERGY	05/15/2013	51-6435129-1	101.43.5400.445.40020	142.62
ZACK'S, INC.	05/22/2013	Z159	101.43.5200.443.60040	804.06
Fund: 101 - GENERAL FUND				**296,398.09**
TWIN CITIES GATEWAY	05/18/2013	RADIO PRODUCTION - MULTI TAGS	201.44.1600.465.50025	212.50
Fund: 201 - C.V.B. FUND				**212.50**
ACE PAINT & HARDWARE	05/15/2013	5/7/13	204.44.6100.452.60009	8.51
FIRST IMPRESSION GROUP, THE	05/15/2013	3022	204.44.6100.452.50030	101.53
IGH SENIOR CLUB	05/15/2013	APRIL 2013 REDO	204.227.2271000	208.00
LYNN & ASSOCIATES	05/22/2013	5/7/13	204.44.6100.452.30700	562.50
MEISINGER-MCCLARRON, KATHY	05/22/2013	REIMBURSE-SCHEDULE CONFLICT	204.44.0000.3470000	57.00
MN BOYS SCHOLASTIC LACROSSE ASSOC	05/15/2013	TEAM AND REF FEES	204.44.6100.452.50070	475.00
Fund: 204 - RECREATION FUND				**1,412.54**
ACE PAINT & HARDWARE	05/15/2013	5/6/13	205.44.6200.453.60065	17.08
ACE PAINT & HARDWARE	05/22/2013	5/8/13	205.44.6200.453.60016	4.26
AMSAN	05/22/2013	607670	205.44.6200.453.80800	3,628.41
COCA COLA BOTTLING COMPANY	05/15/2013	5/1/13	205.44.6200.453.76100	486.18
COCA COLA BOTTLING COMPANY	05/15/2013	5/1/13	205.44.6200.453.76100	788.51
COMCAST	05/22/2013	8772 10 591 0127188	205.44.6200.453.50070	261.95
DUCHENE, DAVID	05/22/2013	REFUND-LOW CLASS ENROLLMENT	205.44.0000.3493501	14.00
ELIFEGUARD, INC.	05/22/2013	4/29/13	205.44.6200.453.60065	69.11
EXPRESS AUTO PARTS	05/15/2013	007481	205.44.6200.453.40040	48.01
FIRST IMPRESSION GROUP, THE	05/15/2013	3022	205.44.6200.453.50030	101.53
FIRST IMPRESSION GROUP, THE	05/15/2013	4363	205.44.6200.453.60065	69.47
GARTNER REFRIGERATION & MFG, INC	05/22/2013	VETE01	205.44.6200.453.40040	244.50
GLEWWE DOORS	05/15/2013	4/16/13	205.44.6200.453.60016	282.51
GLEWWE DOORS	05/15/2013	4/16/13	205.44.6200.453.60016	282.50
GRAINGER	05/15/2013	806460150	205.44.6200.453.60040	43.26
GRAINGER	05/15/2013	806460150	205.44.6200.453.60040	43.27
GRAINGER	05/22/2013	806460150	205.44.6200.453.60040	35.18
GRAINGER	05/15/2013	806460150	205.44.6200.453.60016	13.44
HAWKINS, INC.	05/15/2013	108815	205.44.6200.453.60016	251.14
HILLYARD INC	05/15/2013	274069	205.44.6200.453.60011	285.52
HILLYARD INC	05/15/2013	274069	205.44.6200.453.60018	285.51
HILLYARD INC	05/22/2013	274069	205.44.6200.453.60011	438.85
HILLYARD INC	05/22/2013	274069	205.44.6200.453.60011	438.85
HOME DEPOT CREDIT SERVICES	05/22/2013	6035 3220 1712 8343	205.44.6200.453.60016	62.05
HOME DEPOT CREDIT SERVICES	05/22/2013	6035 3220 1712 8343	205.44.6200.453.60016	(31.36)

HUEBSCH SERVICES	05/22/2013	92965	205.44.6200.453.40040	59.12
HUEBSCH SERVICES	05/22/2013	92965	205.44.6200.453.40040	213.90
ICE SKATING INSTITUTE	05/22/2013	0020075	205.44.6200.453.50070	375.00
KRECH IRON WORKS	05/15/2013	4/23/13	205.44.6200.453.40040	45.00
KRECH IRON WORKS	05/15/2013	4/30/13	205.44.6200.453.40040	156.00
LYNN & ASSOCIATES	05/22/2013	5/7/13	205.44.6200.453.30700	675.00
MENARDS - WEST ST. PAUL	05/22/2013	30170270	205.44.6200.453.60016	22.13
MENARDS - WEST ST. PAUL	05/22/2013	30170270	205.44.6200.453.60016	29.85
MENARDS - WEST ST. PAUL	05/22/2013	30170270	205.44.6200.453.70600	36.37
METRO GROUP INC, THE	05/15/2013	INV330-00	205.44.6200.453.60016	335.16
MILL CITY SIGN LLC	05/15/2013	CRAFT FAIR SIGN	205.44.6200.453.50025	139.26
MONEY MAILER OF THE TWIN CITIES	05/15/2013	4/24/13	205.44.6200.453.50025	420.00
R & R SPECIALTIES OF WI, INC.	05/15/2013	5/7/13	205.44.6200.453.40042	34.50
R & R SPECIALTIES OF WI, INC.	05/15/2013	5/7/13	205.44.6200.453.40042	38.48
REINEKE, TONYA	05/15/2013	REFUND-LOW ENROLLMENT	205.44.0000.3493501	48.00
ROACH, RICK	05/18/2013	REIMBURSE-MILEAGE	205.44.6200.453.50065	35.60
ROACH, RICK	05/18/2013	REIMBURSE-MILEAGE	205.44.6200.453.50065	5.65
ROBERT BROOKE & ASSOCIATES, INC.	05/15/2013	55077	205.44.6200.453.60016	290.99
SPRUNG SERVICES	05/22/2013	5/3/13	205.44.6200.453.40040	630.50
TAHO SPORTSWEAR	05/22/2013	5/14/13	205.44.6200.453.60045	300.00
VANCO SERVICES LLC	05/15/2013	APRIL 2013	205.44.6200.453.70600	50.75
WERZ, JOSEPH	05/18/2013	5/3/13 ACH RTN PR	205.44.6200.453.10300	126.37
XCEL ENERGY	05/15/2013	51-6867948-7	205.44.6200.453.40010	8,667.49
XCEL ENERGY	05/15/2013	51-6867948-7	205.44.6200.453.40010	2,587.79
XCEL ENERGY	05/15/2013	51-6867948-7	205.44.6200.453.40020	9,996.53
XCEL ENERGY	05/15/2013	51-6867948-7	205.44.6200.453.40020	11,939.79
Fund: 205 - COMMUNITY CENTER				**45,422.96**
METROPOLITAN COUNCIL ENVIRON SRVCS	05/15/2013	APRIL 2013	404.217.2170000	19,480.00
Fund: 404 - SEWER CONNECTION FUND				**19,480.00**
HOISINGTON KOEGLER GROUP INC.	05/22/2013	4/1/13-4/30/13	432.73.5900.732.30700	3,007.60
Fund: 432 - 2012 IMPROVEMENT FUND				**3,007.60**
SOUTH ST PAUL, CITY OF	05/15/2013	BILLING PERIOD 1/2/13-4/2/13	441.207.2070800	49.68
Fund: 441 - STORM WATER MANAGEMENT				**49.68**
ABC RENTALS INC	05/22/2013	225	501.50.7100.512.60016	129.32
ACE PAINT & HARDWARE	05/22/2013	5/8/13	501.50.7100.512.60016	35.24
ACE PAINT & HARDWARE	05/22/2013	5/9	501.50.7100.512.60016	5.32
AUTOMATIC SYSTEMS CO.	05/22/2013	INVE01	501.50.7100.512.40042	744.65
CITY OF BLOOMINGTON	05/15/2013	4/1/13-5/1/13	501.50.7100.512.30700	430.50
CONTRACTORS & SURVEYORS SUPPLY	05/22/2013	5/7/13	501.50.7100.512.60016	429.53
GOPHER STATE ONE-CALL	05/22/2013	MN00435	501.50.7100.512.30700	369.75
KAT-KEY'S LOCK & SAFE CO.	05/22/2013	5/8/13	501.50.7100.512.40040	212.46
KEYS WELL DRILLING CO	05/15/2013	1347	501.50.7100.512.40042	26,450.00
M & J SERVICES, LLC	05/22/2013	5/7/13	501.50.7100.512.60016	835.00
MN DEPT OF LABOR & INDUSTRY	01/23/2013	0000001298	501.50.7100.512.40040	100.00
MN PIPE & EQUIPMENT	05/22/2013	2195	501.50.7100.512.60040	1,023.80
SOUTH ST PAUL, CITY OF	05/15/2013	BILLING PERIOD 1/2/13-4/2/13	501.50.7100.512.40005	193.44
TKDA	05/22/2013	0014026.007	501.50.7100.512.30700	2,776.50
XCEL ENERGY	05/22/2013	51-6098709-7	501.50.7100.512.40010	1,113.69
XCEL ENERGY	05/22/2013	51-6098709-7	501.50.7100.512.40020	11,919.60
Fund: 501 - WATER UTILITY FUND				**46,768.80**
SOUTH ST PAUL, CITY OF	05/15/2013	BILLING PERIOD 1/2/13-4/2/13	502.51.7200.514.40015	396.12
XCEL ENERGY	05/22/2013	51-6098709-7	502.51.7200.514.40020	1,535.45
Fund: 502 - SEWER UTILITY FUND				**1,931.57**
ARAMARK REFRESHMENT SERVICES	05/15/2013	48128	503.52.8300.524.76100	192.50
ARCTIC GLACIER, INC.	05/15/2013	1726134	503.52.8300.524.60065	144.52
COCA COLA BOTTLING COMPANY	05/15/2013	5/9/13	503.52.8300.524.76100	718.92
COLLEGE CITY BEVERAGE	05/15/2013	3592	503.52.8300.524.76150	547.50
COPY RIGHT	05/15/2013	5/9/13	503.52.8500.526.50030	73.92
CUSHMAN MOTOR COMPANY INC	05/15/2013	c0644	503.52.8600.527.40042	330.92
DRAFT TECHNOLOGIES	05/15/2013	5/13/13	503.52.8300.524.40042	50.00
GRANDMA'S BAKERY	05/15/2013	24400	503.52.8300.524.76050	38.74
GRANDMA'S BAKERY	05/15/2013	24400	503.52.8300.524.76050	38.40
GRANDMA'S BAKERY	05/15/2013	24400	503.52.8300.524.76050	41.65

GRANDMA'S BAKERY	05/15/2013	24400	503.52.8300.524.76050	26.59
GRANDMA'S BAKERY	05/15/2013	24400	503.52.8300.524.76050	35.36
GRANDMA'S BAKERY	05/15/2013	24400	503.52.8300.524.76050	29.60
GRANDMA'S BAKERY	05/15/2013	24400	503.52.8300.524.76050	25.42
IBARRA-SOSA, YADIRA	05/22/2013	ACH PR RTN 5/17/13	503.52.8600.527.10300	148.52
MENARDS - WEST ST. PAUL	05/15/2013	30170265	503.52.8600.527.40040	38.50
MINNESOTA MEDICAL TRAINING SERVICE	05/15/2013	CPR/FA-10 REGISTRANTS	503.52.8600.527.60018	439.90
NAPA OF INVER GROVE HEIGHTS	05/15/2013	40007377	503.52.8600.527.40042	87.23
NAPA OF INVER GROVE HEIGHTS	05/15/2013	400007377	503.52.8600.527.40042	185.12
NAPA OF INVER GROVE HEIGHTS	05/15/2013	400007377	503.52.8600.527.40042	111.41
REINDERS, INC.	05/15/2013	326799	503.52.8600.527.60020	744.57
SIGNAL SYSTEMS INC	05/15/2013	5/9/13	503.52.8500.526.60010	48.09
TDS METROCOM	05/15/2013	651 457 3667	503.52.8500.526.50020	260.86
XCEL ENERGY	05/15/2013	51-5877511-0	503.52.8600.527.40020	22.44
YAMAHA GOLF & UTILITY, INC.	05/15/2013	INVERWOOD	503.52.8400.525.40041	555.10
Fund: 503 - INVER WOOD GOLF COURSE				**4,935.78**
LEAGUE OF MN CITIES INS TRUST	05/15/2013	NESS, BARBARA	602.00.2100.415.70200	1,972.07
Fund: 602 - RISK MANAGEMENT				**1,972.07**
BOYER TRUCKS - MINNEAPOLIS	05/15/2013	C20390	603.00.5300.444.40041	5,867.28
BOYER TRUCKS - PARTS DISTRIBUTION	05/22/2013	C20390	603.00.5300.444.40041	331.05
C-AIRE INC	05/22/2013	55077C	603.00.5300.444.40040	354.73
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.40041	53.20
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.140.1450050	8.91
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.40041	16.94
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.40041	12.77
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.140.1450050	14.00
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.140.1450050	23.35
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.40041	18.53
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.40041	21.44
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.40041	47.97
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.60040	6.08
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.00.5300.444.40041	21.01
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.140.1450050	105.14
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.140.1450050	75.55
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.140.1450050	4.50
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.00.5300.444.40041	8.45
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.00.5300.444.60040	55.92
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.40041	(4.51)
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.140.1450050	124.77
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.00.5300.444.60012	61.70
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.00.5300.444.40041	(4.51)
CARQUEST OF MSP-ROSEMOUNT	05/22/2013	614420	603.00.5300.444.40041	34.47
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.00.5300.444.60040	35.61
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.00.5300.444.40041	62.51
CARQUEST OF MSP-ROSEMOUNT	05/15/2013	614420	603.00.5300.444.40041	(8.48)
EMERGENCY AUTOMOTIVE TECHNOLOGIES	05/22/2013	5/9/13	603.00.5300.444.40041	41.03
FACTORY MOTOR PARTS COMPANY	05/22/2013	10799	603.00.5300.444.40041	98.92
FACTORY MOTOR PARTS COMPANY	05/22/2013	10799	603.00.5300.444.40041	98.92
FACTORY MOTOR PARTS COMPANY	05/08/2013	10799	603.00.5300.444.40041	70.28
FACTORY MOTOR PARTS COMPANY	04/24/2013	10799	603.140.1450050	59.68
FACTORY MOTOR PARTS COMPANY	04/24/2013	10799	603.00.5300.444.40041	(229.91)
FLEETPRIDE	05/15/2013	5/9/13	603.00.5300.444.40041	39.06
FORCE AMERICA, INC.	05/22/2013	366100	603.00.5300.444.40041	12.11
FORCE AMERICA, INC.	05/22/2013	366100	603.140.1450050	35.78
GERLACH OUTDOOR POWER EQUIP	05/22/2013	109186	603.00.5300.444.40041	90.03
GOODIN COMPANY	05/22/2013	1001619	603.00.5300.444.40041	40.68
H&L MESABI	05/15/2013	514	603.00.5300.444.40041	42.75
H&L MESABI	05/15/2013	514	603.140.1450050	7,109.67
HANCO CORPORATION	05/22/2013	332660	603.00.5300.444.60040	92.38
HOTSY EQUIPMENT OF MINNESOTA	05/22/2013	IG07557	603.00.5300.444.40040	125.60
INTERSTATE POWERSYSTEMS	05/22/2013	13468	603.00.5300.444.40041	7,462.05
INVER GROVE FORD	05/22/2013	5/15/13	603.00.5300.444.40041	21.40
INVER GROVE FORD	05/15/2013	5/2/13	603.00.5300.444.40041	272.29
INVER GROVE FORD	05/15/2013	5/2/13	603.00.5300.444.40041	(80.35)
I-STATE TRUCK CENTER	05/15/2013	13468	603.00.5300.444.40041	213.54
I-STATE TRUCK CENTER	05/15/2013	13468	603.00.5300.444.40041	12.91

I-STATE TRUCK CENTER	05/15/2013	13468	603.00.5300.444.40041	20.59
KIMBALL MIDWEST	05/15/2013	222006	603.140.1450050	99.39
KIMBALL MIDWEST	05/15/2013	222006	603.00.5300.444.60012	244.07
KREMER SERVICES LLC	05/15/2013	0000028931	603.00.5300.444.40041	2,954.12
METROMATS	05/15/2013	4/18/13	603.00.5300.444.40065	41.15
METROMATS	05/15/2013	4/4/13	603.00.5300.444.40065	41.15
MN GLOVE & SAFETY, INC.	05/22/2013	CTINVP	603.00.5300.444.60011	106.50
MTI DISTRIBUTING CO	05/22/2013	91180	603.00.5300.444.40041	100.31
MTI DISTRIBUTING CO	05/22/2013	91180	603.00.5300.444.40041	721.41
MTI DISTRIBUTING CO	05/22/2013	91180	603.00.5300.444.40041	198.07
MTI DISTRIBUTING CO	05/22/2013	91180	603.00.5300.444.40041	143.88
NAPA OF INVER GROVE HEIGHTS	05/22/2013	11019	603.00.5300.444.40041	65.57
PARTSMASTER	05/15/2013	PM328058	603.00.5300.444.60012	372.72
POMP'S TIRE SERVICE, INC.	05/22/2013	4502557	603.00.5300.444.40041	543.34
SOUTH EAST TOWING	05/22/2013	3/5/13	603.00.5300.444.40041	80.16
TOTAL CONSTRUCTION & EQUIP.	05/22/2013	CIT001	603.00.5300.444.40040	193.80
TOTAL CONSTRUCTION & EQUIP.	05/22/2013	CIT001	603.00.5300.444.40040	139.17
UNIFIRST CORPORATION	05/22/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	05/22/2013	1051948	603.00.5300.444.60045	39.21
UNIFIRST CORPORATION	05/15/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	05/15/2013	1051948	603.00.5300.444.60045	28.50
WESTERN PETROLEUM COMPANY	05/22/2013	112741	603.00.5300.444.40041	53.27
WESTERN PETROLEUM COMPANY	05/22/2013	112741	603.140.1450050	97.97
YOCUM OIL COMPANY, INC.	05/22/2013	502860	603.140.1450060	6,232.00
YOCUM OIL COMPANY, INC.	05/22/2013	502860	603.140.1450060	13,441.04
Fund: 603 - CENTRAL EQUIPMENT				**49,081.63**
COORDINATED BUSINESS SYSTEMS, LTD	05/15/2013	923425	604.00.2200.416.40050	218.71
OFFICEMAX INC	05/15/2013	687054	604.00.2200.416.60005	59.83
OFFICEMAX INC	05/22/2013	687054	604.00.2200.416.60005	143.30
OFFICEMAX INC	05/22/2013	687054	604.00.2200.416.60010	46.87
US BANCORP EQUIPMENT FINANCE, INC.	05/15/2013	923425	604.00.2200.416.40050	4,407.82
Fund: 604 - CENTRAL STORES				**4,876.53**
BETTS, BETH	05/15/2013	SPRING PLANTINGS	605.00.7500.460.30700	416.45
CULLIGAN	05/18/2013	157-98503022-8	605.00.7500.460.60011	31.31
HUEBSCH SERVICES	05/18/2013	100075	605.00.7500.460.40065	102.03
MINNESOTA ELEVATOR, INC	05/18/2013	5395	605.00.7500.460.40040	226.00
MN DEPT OF LABOR & INDUSTRY	05/18/2013	0000161847 1	605.00.7500.460.50070	100.00
SAM'S CLUB	05/15/2013	7715 0900 6358 0633	605.00.7500.460.60011	22.43
USA MOBILITY WIRELESS INC	05/15/2013	0317493-5	605.00.7500.460.40065	4.89
ZEE MEDICAL SERVICE	05/18/2013	5/7/13	605.00.7500.460.60065	138.11
Fund: 605 - CITY FACILITIES				**1,041.22**
CARTE GRAPH SYSTEMS	05/15/2013	INVERPRN	606.00.1400.413.40044	14,320.00
DON PIEHL	05/15/2013	4/30/13	606.00.1400.413.30700	228.79
MN GIS/LIS CONSORTIUM	05/15/2013	REGISTRATION-D. TUMBERG,	606.00.1400.413.50080	162.00
MN GIS/LIS CONSORTIUM	05/15/2013	REGISTRATION-P. MYLAN	606.00.1400.413.50080	162.00
MN GIS/LIS CONSORTIUM	05/15/2013	REGISTRATION-S. ODONNEL	606.00.1400.413.50080	150.00
NDC4	05/18/2013	2012 WEB STREAMING EXPENSES	606.00.1400.413.30700	5,970.00
OFFICE OF ENTERPRISE TECHNOLOGY	05/18/2013	200B0171	606.00.1400.413.30750	311.81
SOLARWINDS	05/15/2013	SW21930046	606.00.1400.413.40044	1,190.00
US INTERNET	05/18/2013	5/10/13-6/9/13	606.00.1400.413.30700	220.00
WORKS COMPUTING, INC.	05/15/2013	2/23/12-3/22/13	606.00.1400.413.40044	1,150.00
WORKS COMPUTING, INC.	05/15/2013	1/23/12-2/22/13	606.00.1400.413.40044	1,150.00
WORKS COMPUTING, INC.	05/18/2013	4/30/13	606.00.1400.413.30700	160.00
WORKS COMPUTING, INC.	05/18/2013	4/30/13	606.00.1400.413.30700	1,150.00
Fund: 606 - TECHNOLOGY FUND				**26,324.60**
CLERK OF COURT	05/22/2013	WILLIAM DAVID DEWING	702.229.2291000	500.00
POVOLNY SPECIALTIES	05/22/2013	ESCROW REDUCTION	702.229.2293701	1,000.00
Fund: 702 - ESCROW FUND				**1,500.00**
Grand Total				**504,415.57**

AGENDA ITEM 4C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Agreement for 2013 Technical Services for Conservation Projects with Dakota County Soil and Water conservation District (SWCD)

Meeting Date:	May 25, 2013
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: Funding provided by Storm Water Utility

PURPOSE/ACTION REQUESTED

Approve Agreement for 2013 Technical Services for Conservation Projects with Dakota County Soil and Water conservation District (SWCD).

BACKGROUND

The City has participated in many SWCD programs over the years. The City and SWCD have completed a number of activities in recent years. To illustrate the benefit of utilizing the SWCD Technical services, the following is a list of recent activities of similar nature:

a) Review of Orchard Trail Storm Water Improvements and determination of grant non-elligibility – Community Conservation Program (CCP).

b) Assistance in preparing a grant application for 2013 CCP grant for the NW Bohrer Pond Treatment Basin.

c) Assistance in preparing grant applications for MPCA TMDL and Green Infrastructure Program for 3 projects.

d) Technical assistance in preliminary design for the treatment basin near Concord Boulevard and 78th Street.

e) Completion of the Subwatershed Pollutant Load Analysis for the South Grove, Skyline Village and Old Village Watersheds which provides information on pollutant reductions that can be attained by installing various stormwater basins and rain gardens.

f) Technical and grant assistance on the 2011-09D Street Improvement Project which provided a $50,000 grant and resulted in the construction of a rapid infiltration basin at 69th Street and Craig Court.

A copy of the SWCD proposal for the 2013 Technical Services for Conservation Programs is attached. This JPA outlines the terms of the agreement. The City will be retaining the SWCD Technical Services for 2013-2015. The hourly rate in 2013 shall be $70/hour. We are budgeting for 40 hours per year ($2800 annually) for these services.

The subject Intergovernmental Agreement defines the responsibilities of the City and the SWCD. The SWCD will provide services when requested by the City. These services include activities such as grant application assistance, pollutant modeling, Blue Thumb Education, and technical design review of facilities such as rain gardens and infiltration basins.

Public Works/Engineering recommends approval of the agreement.

TJK/kf

Attachments: DCSWCD letter
Agreement

Memorandum

Dakota County Soil and Water Conservation District
4100 220th Street West, Suite 102
Farmington, Minnesota 55024
(651) 480-7777

DATE: May 9, 2013

TO: Tom Kaldunski, City of Inver Grove Heights

FROM: Brian Watson, Dakota County SWCD

SUBJECT: Joint Powers Agreement between the Dakota County SWCD and the City of Inver Grove Heights

Enclosed please find two originals of a joint powers agreement drafted by the Dakota County Attorney's Office for general technical assistance on an "on-call" basis The term of this agreement will extend through 2015.

Please obtain the necessary signatures and return to our office. A fully executed original will be provided once all signatures are obtained.

JOINT POWERS AGREEMENT BETWEEN
THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT AND
THE CITY OF INVER GROVE HEIGHTS
FOR TECHNICAL SERVICES FOR CONSERVATION PROJECTS

THE PARTIES TO THIS AGREEMENT are the Dakota County Soil and Water Conservation District ("SWCD") and the City of Inver Grove Heights ("City"), both political subdivisions of the State of Minnesota and "governmental units" as that term is defined in Minn. Stat. § 471.59. This Agreement is made pursuant to the authority conferred upon the parties by Minn. Stat. § 471.59. (The SWCD and the City are hereinafter referred to collectively as the "Parties").

NOW THEREFORE, the Parties, in joint and mutual exercise of their powers, agree as follows:

1. PURPOSE. The purpose of this Agreement is to define the responsibilities and obligations of the SWCD and the City for services to be provided by the SWCD to the City related to the planning, design and installation of conservation practices.

2. TERM. This Agreement shall be effective the date of the signatures of the Parties to this Agreement and shall remain in effect until December 31, 2015, or until completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.

3. DESCRIPTION OF SERVICES. The City agrees to purchase the SWCD staff hours to provide technical assistance related to the planning, design and installation of voluntary conservation practices, on an as-needed and as-available basis, and according to the applicable staff hourly rate set annually by the SWCD Board (e.g., $70.00 per hour in 2013).

   The SWCD reserves the right to refuse requests for technical assistance based on availability of staff time. The SWCD will provide services in a manner consistent with the care and skill normally exercised by members of the SWCD's profession performing the same services under similar conditions. The SWCD will procure, at its expense, all licenses, permits or other rights needed to provide services under this Agreement. The SWCD will inform the City of any changes in licenses or permits within five days of the change.

4. TIME OF PAYMENT. The City shall make payment to the SWCD within 35 days of the date on which an itemized invoice is received. If an invoice is incorrect, defective, or otherwise improper, the City shall notify the SWCD within 10 days of receiving the incorrect invoice. Upon receiving the corrected invoice, the City shall make payment within 35 days.

5. PAYMENT FOR UNAUTHORIZED CLAIMS. The City may refuse to pay any claim that is not specifically authorized by this Agreement. Payment of a claim shall not preclude the City from questioning the propriety of the claim. The City reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

6. PAYMENT UPON EARLY TERMINATION. In the event this Agreement is terminated before the completion of services, the City shall pay the SWCD for services provided in a satisfactory manner, in a pro-rated sum of the rates set forth in Section 3 above based upon actual time spent.

7. COMPLIANCE WITH LAWS/STANDARDS. The SWCD shall abide by all federal, state or local statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the SWCD is responsible.

8. INDEPENDENT CONTRACTOR STATUS. Nothing in this Agreement is intended or should be construed as creating the relationship of a partnership, joint venture or employer-employee relationship between the Parties. Officers, employees or agents of one party shall not be considered officers, employees or agents of the other party.

9. SUBCONTRACTING. A party shall not enter into any subcontract for the performance of the services contemplated under this Agreement nor assign any interest in this Agreement without prior written consent of the other party and subject to such conditions and provisions as are deemed necessary. The subcontracting or assigning party shall be responsible for the performance of its subcontractors or assignees unless otherwise agreed.

10. ASSIGNMENT. A party shall not assign any interest it has in this Agreement without prior written consent of the other party. The assigning party shall be responsible for the performance of its assignee unless otherwise agreed.

11. LIABLE FOR OWN ACTS. Each party to this Agreement shall be liable for the acts of their own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that it has an insurance or self-insurance program and that it has minimum coverage consistent with the liability limits contained in Minn. Stat. ch. 466.

12. COOPERATION AND TIMELINESS. The SWCD and City will cooperate and use reasonable efforts to carry out efficiently the various provisions of this Agreement. The Parties agree to resolve disputes in an equitable and timely manner. Time is of the essence in this Agreement. A party may consider the other party's failure to perform the other party's duties within the timelines under this Agreement as a material breach.

13. AUTHORIZED REPRESENTATIVES. The following named persons are designated the authorized representatives of Parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that, the authorized representatives shall have only the authority specifically or generally granted by its respective Board. Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement.

To the SWCD:
Brian Watson or successor, Director
Dakota County SWCD
4100 220th Street West, Suite 102
Farmington, MN 55024
Telephone: (651) 480-7778

To the City:
Scott Thureen or successor
Public Works Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

14. LIAISONS. To assist the Parties in the day-to-day performance of this Agreement and to develop service, ensure compliance and provide ongoing consultation, a liaison shall be designated by the SWCD and the City. The Parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

SWCD Liaison: Jim Davidson
Telephone: (651) 480-7779
Email: jim.davidson@co.dakota.mn.us

City Liaison: Tom Kaldunski
Telephone: (651) 450-2572
Email: tkaldunski@ci.inver-grove-heights.mn.us

15. DEFAULT: FORCE MAJEURE. Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

16. DATA PRIVACY. All data created, collected, received, stored, used, maintained, or disseminated in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the federal laws on data privacy.

The City may give the SWCD access to, or the SWCD may become aware of, private or confidential Information in performing services under this Agreement. Private and confidential information is data that is not public under Minn. Stat. ch. 13. The SWCD will keep the private and confidential information only for use in performing services under this Agreement. The SWCD will impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.

17. OWNERSHIP OF WORK PRODUCT. If the SWCD uses the City's copyrighted material in performing work for this Agreement, the SWCD will protect the City's right, title and interest in the copyrighted material. Before using a third party's copyrighted material, the SWCD will get permission from the third-party. Where applicable, work products created by the SWCD under this Agreement are "works made for hire" as defined in the U.S. Copyright Act. The City owns the copyright interests in the work product. The City may use, copy and make derivative works of the same, with no duty for an accounting to the SWCD. The SWCD may use portions or excerpts from the materials prepared under this Agreement.

18. RECORDS DISCLOSURE/RETENTION. Bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by each party to this Agreement and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Each governmental unit agrees to maintain such evidences for a period of six years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

19. TERMINATION. Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving 30 days' written notice, of its intent to terminate, to the other party. Such notice to terminate for cause shall specify the circumstances warranting termination of this Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or other right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

Notwithstanding any provision of this Agreement to the contrary, either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies, or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement.

20. MODIFICATIONS. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the Parties.

21. MINNESOTA LAW TO GOVERN. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

22. DISPOSITION OF PROPERTY. Any property purchased with City money to perform services under this Agreement is owned by the City and will be returned by the SWCD to the City at the termination of this Agreement.

23. FINAL AGREEMENT AND SEVERABILITY. This Agreement is the final agreement of the Parties and the complete and exclusive statement of the terms agreed on and supersedes all prior negotiations, understandings or agreements. The terms of this Agreement are severable. A determination that a part of this Agreement is invalid or unenforceable does not affect the validity or enforceability of the remainder of this Agreement, unless the part or parts that are invalid or unenforceable substantially undermine the value of the entire Agreement for either Party.

24. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 11 (Liable for Own Acts); 15 (Force Majeure); 16 (Data Privacy); 17 (Ownership of Work Product); 18 (Records Disclosure/Retention); 21 (Minnesota Law to Govern); and 22 (Disposition of Property).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

CITY OF INVER GROVE HEIGHTS

By_____
George Tourville, Mayor
Date of Signature_____

Attest _____

_____(title)

Date of Signature _____

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By_____
Joseph Meyers, Chair
Board of Supervisors
Date of Signature_____

Approved as to Form:

Kathryn M. Keena 5/6/2013
Assistant Dakota County Attorney/Date

SWCD Board Action No. 13.062
KS-13-179(EF)

AGENDA ITEM 4D

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the 2013 Pavement Management Program, City Project No. 2013-09A – Cracksealing

Meeting Date:	May 28, 2013
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 (440), Park Maintenance Fund (Fund 444).

PURPOSE/ACTION REQUESTED

Resolution receiving bids and awarding contract for the 2013 Pavement Management Program, City Project No. 2013-09A – Cracksealing.

SUMMARY

City Project No. 2013-09A was advertised with bids received and publicly read aloud at 10:00 a.m. on May 21, 2013. One contractor submitted a bid. The project area is shown on the attached map. Bid Alternate No. 1 is for cracksealing various City trails and the Oakwood Park parking lot. A map of the trails and lot is attached.

Project funding is provided through the Pavement Management Capital Project Fund (Fund 440) and the Park Maintenance Fund (Fund 444).

The bid amount is slightly higher than we have seen over the past four or five years. The increased bid amount and the lack of bidders is a sign that the economy is recovering. Contractors' schedules are full. The low bid was submitted by Fahrner Asphalt, as shown in the bid tabulation. The City of Inver Grove Heights has worked with Fahrner on past projects such as City Project No. 2012-09A. We are familiar with the company and have had successful projects. Fahrner has been awarded three of the last six competitive crackseal bids in Inver Grove Heights.

The project funding is estimated as follows:

Fund 440 PMP	$165,558.18
Fund 444 Park Maintenance	$15,097.00
TOTAL	**$180,655.18**

Public Works/Engineering recommends adopting the resolution receiving bids and awarding the contract for City Project No. 2013-09A - Cracksealing to Fahrner Asphalt for the base bid in the amount of $165,558.18 and for Alternate No. 1 in the amount of $15,097.00 for a total bid amount of $180,655.18.

TJK/jds

Attachments: Minutes of Bid Opening
Resolution
Crackseal map
Trails and parking lot maps
Bid Tabulation

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

Minutes of Bid Opening on Tuesday, May 21, 2013

CITY PROJECT NO. 2013-09A

CRACKSEALING PROGRAM

Pursuant to an advertisement for bids for City Project No. 2013-09A – Cracksealing Program, an administrative meeting was held on May 21, 2013 for the purpose of bid opening. Bids were opened and read aloud.

Attending the meeting were:

Thomas J. Kaldunski, City Engineer
John Schmeling, Sr. Engineering Technician
Kathy Fischer, Administrative Assistant

Bids were opened and read aloud as follows:

City Project No. 2013-09A – Cracksealing

Company	5% Bid Bond	Addendum 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Fahrner Asphalt	Yes	Yes	$165,558.18	$15,097.00	$180,655.18

Submitted by:

John Schmeling, Sr. Engineering Technician

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION RECEIVING BIDS AND AWARDING CONTRACT FOR THE 2013 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2013-09A – CRACKSEALING TO FAHRNER ASPHALT INC., IN THE AMOUNT OF $180,655.18 (BASE BID AND ALTERNATE NO. 1)

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the 2013 Pavement Management Program, City Project 2013-09A, Cracksealing, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement:

City Project No. 2013-09A - Cracksealing

Company	5% Bid Bond	Addendum 1 Acknowledged	Base Bid	Alternate No. 1	Total Base Bid Plus Alternates
Fahrner Asphalt	Yes	Yes	$165,558.18	$15,097.00	$180,655.18

WHEREAS, Fahrner Asphalt Inc., is the lowest responsible bidder which includes the base bid and alternate no. 1.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Fahrner Asphalt Inc., in the name of the City of Inver Grove Heights, for City Project 2013-09A, 2013 Cracksealing Program according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.

2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.

3. Project funding for the base bid shall be provided by Fund 440 - Pavement Management Capital Project Fund and Fund 444 Park Maintenance Fund.

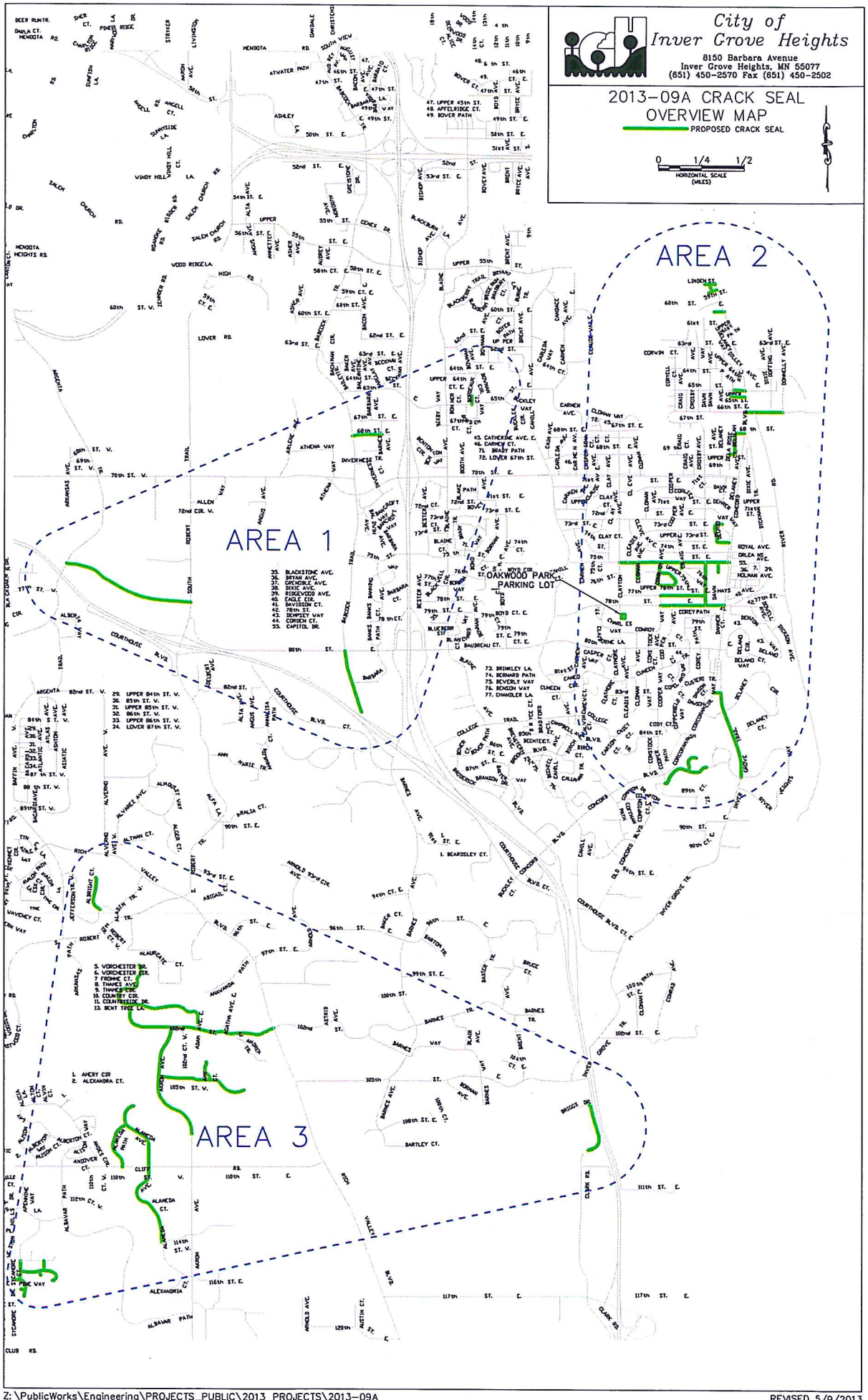
Adopted by the City Council of Inver Grove Heights this 28th day of May 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk



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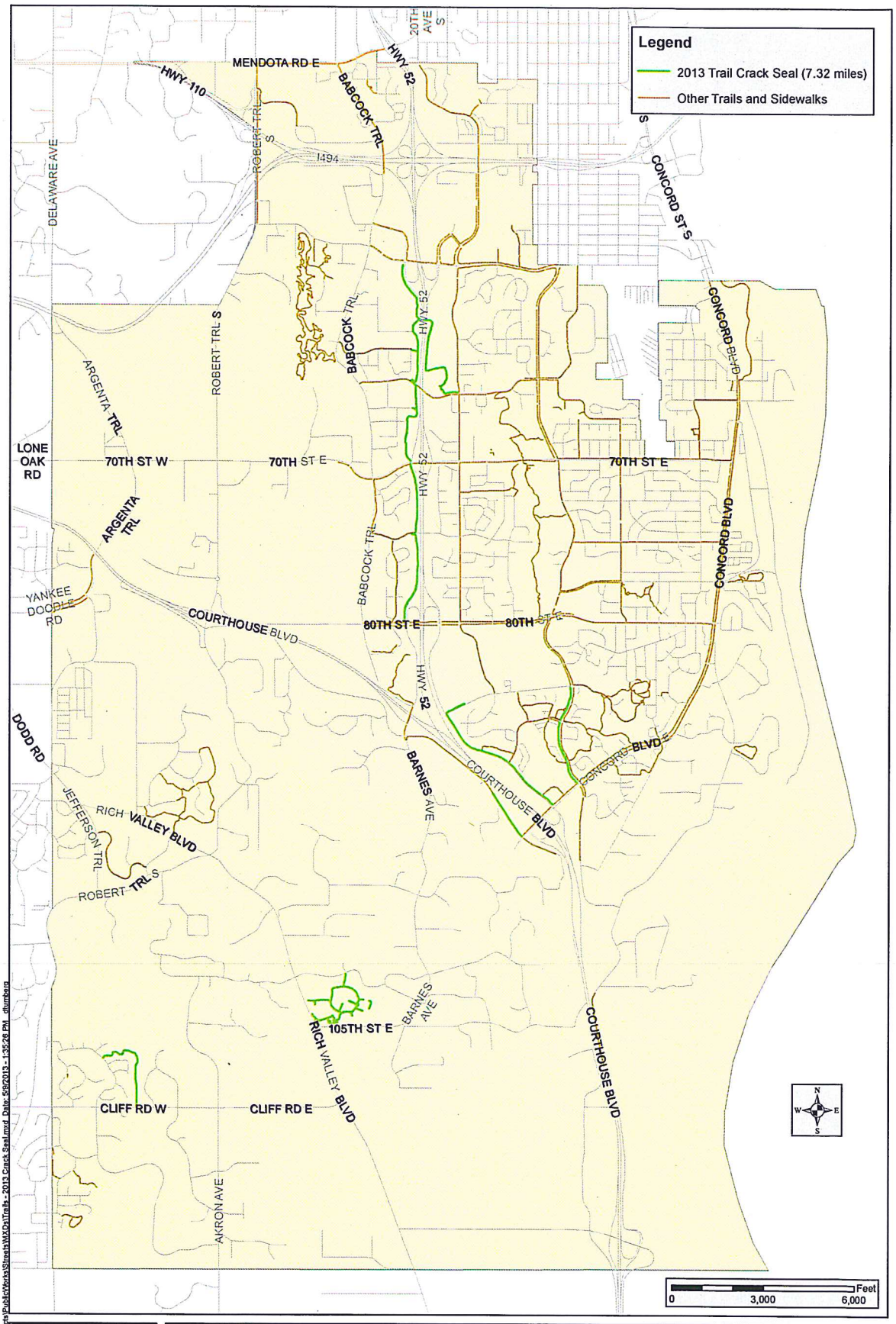
REVISED 5/9/2013



City of Inver Grove Heights, MN

2013 Trail Crack Seal

THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED

Map produced by the City of Inver Grove Heights
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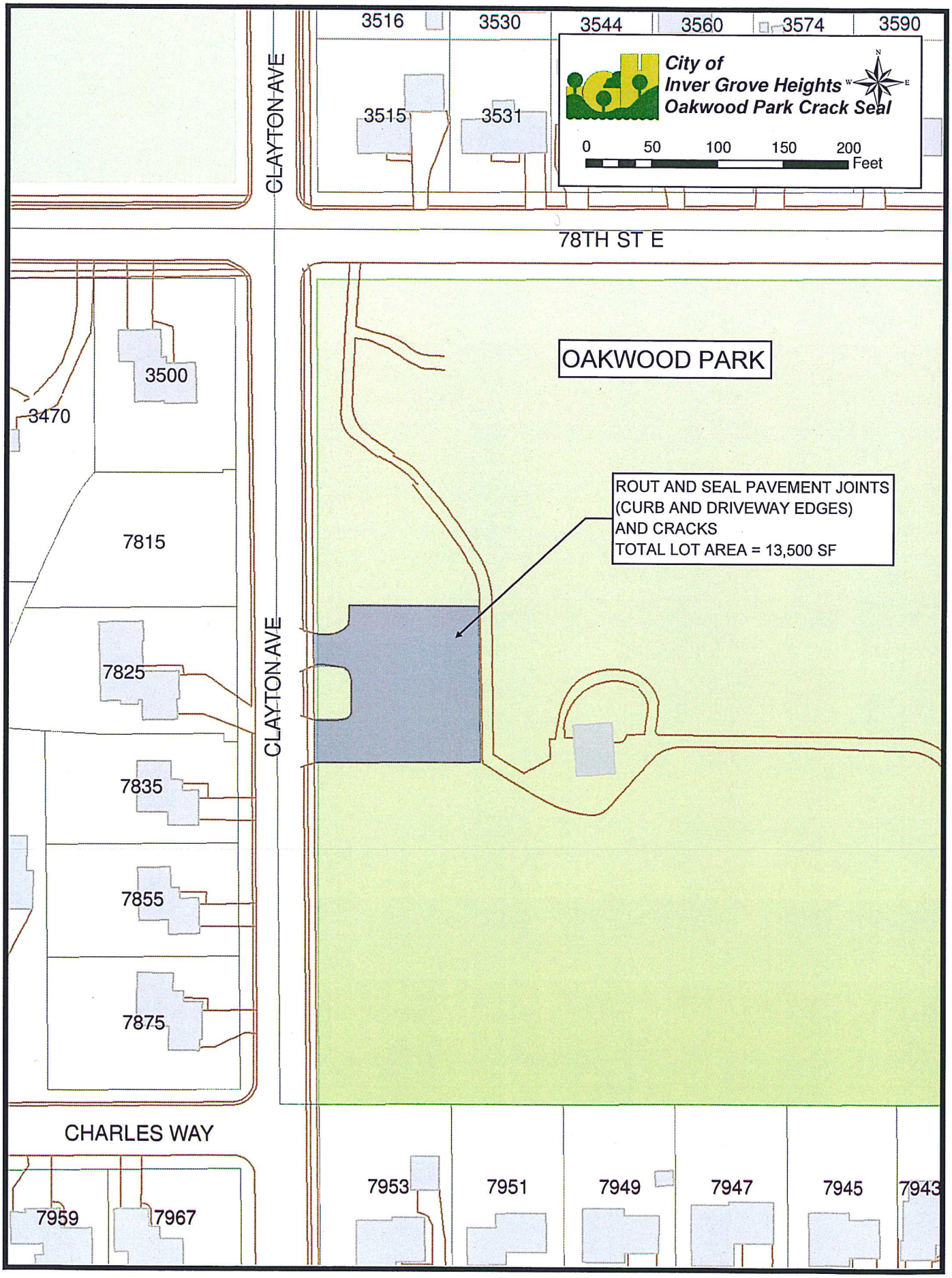
Date: 5/9/2013

Document Path: Z:\Gis_Data\Projects\PublicWorks\Streets\MXD\Trails - 2013 Crack Seal.mxd Date: 5/9/2013 - 1:35:26 PM dturnbom


City of
Inver Grove Heights
Oakwood Park Crack Seal
0 50 100 150 200
Feet
3516
3530
3544
3560
3574
3590
3515
3531
CLAYTON AVE
78TH ST E
OAKWOOD PARK
3500
3470
7815
7825
7835
7855
7875
ROUT AND SEAL PAVEMENT JOINTS
(CURB AND DRIVEWAY EDGES)
AND CRACKS
TOTAL LOT AREA = 13,500 SF
CLAYTON AVE
CHARLES WAY
7959
7967
7953
7951
7949
7947
7945
7943

CITY PROJECT NO. 2013-09A - CRACKSEALING BID TAB

				Engineer's Estimate		Fahrner Asphalt	
Item No.	Base Bid	Unit	Est. Qty	Unit Price	Bid Price	Unit Price	Bid Price
1	F & I Crack Sealant (Street)	STA	597.1	$220.00	$131,400.00	$ 255.80	$ 152,738.18
2	Street Sweeping	HR	80	$100.00	$8,000.00	$ 129.00	$ 10,320.00
3	Traffic Control	LS	1	$2,000.00	$2,000.00	$ 2,500.00	$ 2,500.00
				Total:	**$141,400.00**	Total:	**$ 165,558.18**

				Engineer's Estimate		Fahrner Asphalt	
Item No.	Bid Alternate No. 1	Unit	Est. Qty	Unit Price	Bid Price	Unit Price	Bid Price
1	F & I Crack Sealant (Oakwood Parking Lot)	LS	1	$1,000.00	$1,000.00	$ 150.00	$ 150.00
2	F & I Crack Sealant (Trail)	STA	390.2	$85.00	$33,167.00	$ 35.00	$ 13,657.00
3	Street Sweeping	HR	10	$100.00	$1,000.00	$ 129.00	$ 1,290.00
				Total:	**$35,167.00**	Total:	**$ 15,097.00**

Base + Alternate	**$ 180,655.18**

AGENDA ITEM _____

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

SCHEDULE PUBLIC HEARING

Meeting Date: May 28, 2013
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Kennedy
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule public hearing on June 24, 2013 at 7:00 p.m. to consider renewal of 3.2 On-Sale liquor license held by Arbor Pointe Golf Club.

SUMMARY:

Arbor Pointe Golf Club has submitted an application for renewal of their 3.2 On-Sale liquor license. Council may recall that the applicant did not renew their license at the end of 2012. A notice of public hearing will be published in the official City newspaper on June 2, 2013. The police department is in the process of completing the required background investigation and the findings will be reported at the public hearing.

AGENDA ITEM _____

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

SCHEDULE SPECIAL MEETING

Meeting Date: May 28, 2013
Item Type: Consent
Contact: 651.450.2513
Prepared by: Melissa Kennedy
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Schedule a special City Council meeting on Monday, June 17, 2013 at 6:00 p.m. in the City Council Chambers.

SUMMARY:

Council is asked to schedule a special meeting for the purpose of receiving reports from the Parks and Recreation Advisory Commission and the Park Champions group.

Staff will post notice of the special meeting as required.

AGENDA ITEM _____

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

PERSONNEL ACTIONS

Meeting Date:	May 28, 2013		**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: Aquatics – Michael Ausen, Meghan Garin, Laura Kurr, Vicky Fritz, Golf – Patrick Daddario, Elliot Gonsioroski, Jana Patka, Kyle Horsch, Cassandra Sage, Sam Nord, James Hamilton, Justin Schaubroeck, Recreation – Andrew Wellens, Ellen Stevens, Parks/Utilities – Patrick O'Neil, Samuel Nichols, Mike Winberg, Matt Gilbertson, Jeff Jackson, Kids Rock – Amber Weatherford, Melissa Wells,

Please confirm the seasonal/temporary termination of employment of: Aquatics – Megan McDermott, Greta Amtsbauer, Fitness – Michelle Bachmann, Mikela O'Toole.

Please confirm the separation of employment of: Dana Lindsay, Guest Services.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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160 Investment, LLC – Case No. 13-11PUD

Meeting Date: May 28, 2013
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 7th Addition.

- Requires 3/5th's vote.
- 60-day deadline: June 7, 2013 (first 60-days)

SUMMARY

The applicant is requesting Final Plat and Final PUD plan approval for Argenta Hills 7th Addition, a 10 lot single family subdivision. Project consists of platting 10 lots at the western end of Addisen Court.

ANALYSIS

The final plat consists of 10 new lots and one outlot that comprises the balance of the preliminary plat. The plat would dedicate additional right-of-way for Addisen Court and provide a temporary turnaround. This street will ultimately continue northward for local street interconnection with developments to the north.

All conditions of the preliminary plat approval that would pertain to the 7th Addition have been met.

RECOMMENDATION

Planning Staff: Recommends approval of the request as presented.

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 (3 total)
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A FINAL PLAT WITH A DEVELOPMENT CONTRACT AND RELATED AGREEMENTS AND FINAL PUD DEVELOPMENT PLAN FOR A 10 LOT SINGLE FAMILY SUBDIVISION TO BE KNOW AS ARGENTA HILLS 7th ADDITION

CASE NO. 13-11PUD
(160 Investment, LLC)

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

Outlot C, Argenta Hills 5th Addition, according to the recorded plat thereof, Dakota County, Minnesota

WHEREAS, the final plat application satisfies the conditions of preliminary plat and preliminary PUD approval and conforms to all applicable zoning and subdivision regulations (City Code Sections 10-13A and 11-1) and other standards applied by the City in the platting of property.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Final Plat and Final PUD development plan for a 10 lot plat with a development contract and related agreements to be known as Argenta Hills 7th 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 7th Addition Construction Plans (11 sheets) dated 8/21/12 & 4/8/13

Grading Plan Set (5 sheets)	dated 4/8/13
Landscape Plan (2 sheets)	dated 4/5/13

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

3. Prior to releasing the plat for recording, all engineering comments on the final grading, drainage and erosion control, and utility plans shall be addressed and approved by the City Engineer.

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 28th day of May, 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

DEVELOPMENT CONTRACT

FOR PLAT OF

ARGENTA HILLS 7th ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS DEVELOPMENT CONTRACT

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1.5 Plat

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1.7 Development Contract

1.8 Council

1.9 PWD

1.10 Director of PWD

1.11 County

1.12 Other Regulatory Agencies

1.13 Utility Companies

1.14 Prior Easement Holders

1.15 Developer Improvements

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C. Present Compliance With Laws

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EXHIBIT A Legal Description of Plat

EXHIBIT B List of Development Plans

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

CITY OF INVER GROVE HEIGHTS

DEVELOPMENT CONTRACT
FOR PLAT OF ARGENTA HILLS 7th ADDITION

THIS AGREEMENT, made and entered into on the 28th day of May, 2013, 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 160 Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 OWNER. "OWNER" means 160 Investment, LLC, a Minnesota limited liability company, and its successors and assigns.

1.5 PLAT. "PLAT" means the plat of Argenta Hills 7th 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

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, water main, sanitary sewer, drainage and erosion control improvements shall be for two (2) years after completion and acceptance by the City; the warranty for the street, drainage and erosion control improvements shall also include the obligation of the 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.** 160 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	160 Investment, LLC Attention: Robert H. Enebak 16972 Brandtjen Farm Drive Lakeville, MN 55044

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 or cash deposit pursuant to Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;

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

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

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

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

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

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

ARTICLE 15
ESCROW DEPOSIT

15.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit F**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F**. The bank and form of the irrevocable

letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending December 31, 2016. 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, 2016, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the CITY if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the DEVELOPER with the terms of this Agreement. The CITY may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

a.) a DEVELOPER DEFAULT; or

b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2016.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the DEVELOPER IMPROVEMENTS listed on Exhibit C to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such DEVELOPER IMPROVEMENTS listed on **Exhibit C** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

With CITY approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 15.2 from time to time as financial obligations are paid.

15.2 <u>ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS.</u> Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific DEVELOPER IMPROVEMENTS, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the CITY and expiration of the warranty period under Section 1.20(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is

concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 16
MISCELLANEOUS

16.1 CITY'S DUTIES. The terms of this DEVELOPMENT CONTRACT shall not be considered an affirmative duty upon the CITY to complete any DEVELOPER IMPROVEMENTS, if the DEVELOPER fails to complete the DEVELOPER IMPROVEMENTS.

16.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to construct the DEVELOPER PUBLIC IMPROVEMENTS, the CITY at its option, may install and construct the DEVELOPER PUBLIC IMPROVEMENTS. In such case, the CITY, at its option, may specially assess the cost wholly or in part therefore under Minnesota Statutes Chapter 429, or may draw the irrevocable letter of credit or cash deposit. If the CITY specially assesses the cost of any portion thereof and if the amount assessed is in an amount no more than agreed to in writing by the DEVELOPER prior to commencement of the DEVELOPER PUBLIC IMPROVEMENTS, then the OWNER and DEVELOPER hereby waive any and all procedural and substantive objections to the installation of the improvements and the special assessments, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed the benefit to the PLAT. The OWNER and DEVELOPER waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The OWNER and DEVELOPER acknowledge that the benefit from the improvements equal or exceed the amount of the special assessments.

16.3 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the CITY or OWNER or DEVELOPER under this DEVELOPMENT CONTRACT.

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

16.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the OWNER and DEVELOPER shall provide and execute any and all documents necessary to implement the recording.

16.6 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable DEVELOPMENT CONTRACT shall run with the land in the PLAT, and shall be binding upon the successors and assigns of the OWNER and DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the OWNER and DEVELOPER in the land made the subject of the PLAT.

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the

DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

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

16.9 GOVERNING LAW. This DEVELOPMENT CONTRACT shall be governed by and construed in accordance with the laws of the State of Minnesota.

16.10 COUNTERPARTS. This DEVELOPMENT CONTRACT may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

16.11 HEADINGS. The subject headings of the paragraphs and subparagraphs of this DEVELOPMENT CONTRACT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

16.12 INCONSISTENCY. If the DEVELOPMENT PLANS are inconsistent with the words of this DEVELOPMENT CONTRACT, then the DEVELOPMENT PLANS shall prevail.

16.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, 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

OWNER AND DEVELOPER
160 INVESTMENT, LLC

By: _____
Robert H. Enebak
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Robert H. Enebak, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of 160 Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of 160 Investment, LLC by authority of the Boards of Governors of 160 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 7th ADDITION

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

Outlot C, ARGENTA HILLS 5TH 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 7th Addition	8/21/12 Revised 9/19/12	Pioneer Engineering
Sanitary Sewer & Watermain (Sheet 2 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Sanitary Sewer & Watermain (Sheet 3 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Storm Sewer (Sheet 4 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Storm Sewer (Sheet 5 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Storm Sewer (Sheet 6 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Street Construction (Sheet 7 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Street Construction (Sheet 8 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Utility Details (Sheet 9 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Storm Details (Sheet 10 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Street Details (Sheet 11 of 11)	8/21/12 Revised 9/19/12	Pioneer Engineering
Grading Plan (Sheet 1 of 5)	8/21/12 Revised 9/19/12	Pioneer Engineering
Erosion Control Plan (Sheet 2 of 5)	8/21/12 Revised 9/19/12	Pioneer Engineering

Erosion Control Plan (Sheet 3 of 5)	8/21/12 Revised 9/19/12	Pioneer Engineering
Grading and Erosion Control Details (Sheet 4 of 5)	8/21/12 Revised 9/19/12	Pioneer Engineering
Grading and Erosion Control Details (Sheet 5 of 5)	8/21/12 Revised 9/19/12	Pioneer Engineering

The above-listed Development Plans were approved by the City Engineer on September 24, 2012.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences regarding Argenta Hills 7th Addition (collectively the "City Engineer Memo's"):

1. Memo from the City Engineer to the City Planner dated April 24, 2013.

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 or October 15, 2013, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or October 15, 2013, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or October 15, 2013, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or October 15, 2013, whichever occurs first	storm water facilities to level of functionality
X PUBLIC	prior to obtaining a building permit or October 15, 2013, whichever occurs first	gravel base for streets
X PUBLIC	October 15, 2014, 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	October 15, 2014	infiltration basins

X PUBLIC	October 15, 2014	sidewalk
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 October 15, 2014	street signage
X PUBLIC	prior to issuance of building permit	gravel base for streets
X PUBLIC	prior to issuance of certificate of occupancy	base course of bituminous for streets
X PUBLIC	October 15, 2014	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 $2,700 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 an Acknowledgment of Planned Unit Development Zoning. The form of the Agreement shall be subject to the approval of the City Attorney.

f.) 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.

g.) DEVELOPER AND OWNER will execute and deliver a Restrictive Use Agreement for Lot 5, Block 2, Argenta Hills 7th Addition. The form of the Agreement shall be subject to the approval of the City Attorney.

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 7th Addition
- Development Contract for Plat of Argenta Hills 7th Addition

- Acknowledgment of Planned Unit Development Zoning
- Restrictive Use Agreement for Lot 5, Block 2, Argenta Hills 7th 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.) 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.

e.) The base course of bituminous for the streets must be installed.

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, 2014**, 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 base course of bituminous for the streets serving the PLAT must be constructed by the DEVELOPER and approved by the CITY and determined by the CITY to be available for use.

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

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

Further, by October 15, 2014, the wear course of bituminous for the streets must be installed.

5.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit F includes an appropriate amount as determined by the Director of Public Works to assure that the DEVELOPER removes any construction debris from streets adjoining the PLAT and from private properties that adjoin the PLAT. During the construction and other improvements within the PLAT, the DEVELOPER is responsible for removing any construction debris (including roofing materials, paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into CITY streets or that may fall from delivery trucks onto adjoining private properties or CITY streets. Further, during construction, the DEVELOPER must clear the CITY streets of any dirt or other earthen material that may fall onto the CITY streets from the delivery trucks that are being used in the excavation and grading of the site.

6.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per lot amount of $4,011, multiplied by the number of new lots in the PLAT. There are 10 new lots and as a result, the park contribution is $40,110 (10 lots multiplied by $4,011 per lot). The park dedication fee must be paid before the CITY signs the PLAT.

7.) **DESIGN MANUAL**. All development within the plat of Argenta Hills 7th 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 $_____

b.) The PLAT connection fee for sanitary sewer is $_____

c.) The PLAT connection fee for storm water sewer is $_____

The parties understand and agree that the above-stated Northwest Area Utility Connection Fees associated with the building permits for sanitary sewer and water payable at the time of building permits will be calculated at the time of the building permits based on the rates then in effect; the rates then in effect may differ from the rates that are in effect at the time of execution of this DEVELOPMENT CONTRACT.

9.) **OTHER UTILITY FEES.** Section 8 of this Exhibit E only addresses the Northwest Area Utility Connection Fees. The DEVELOPER understands and agrees that the DEVELOPER is responsible for other utility fees payable at the time of building permit. These other utility fees are:

- Water Treatment Plant Fee
- Water Core Connection Fee
- M.C.E.S. SAC Unit Fee

- Sewer Core Connection Fee

10.) **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, Argenta Hills 4th Addition and Argenta Hills 5th 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. The trail in Argenta 5th Addition must be constructed by August 31, 2013. A trail easement must also be conveyed by DEVELOPER and OWNER to the CITY by August 31, 2013.

12.) **PAYMENT FOR SEALCOATING**. The CITY agrees to sealcoat the bituminous pavement within the plat of Argenta Hills 7th 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. The CITY will perform the work associated with the sealcoating. The DEVELOPER shall pay the CITY the amount of $2,700 for the work.

The amount of $2,700 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, Argenta Hills 4th Addition, Argenta Hills 5th Addition, and the plat of Argenta Hills 7th 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 7th 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 and for the plat of Argenta Hills 5th Addition and for the plat of Argenta Hills 7th 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 7th 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, Argenta Hills 4th Addition, Argenta Hills 5th Addition, and Argenta Hills 7th Addition through the date of December 31, 2014. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the plats.

16.) **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

1.)	Site Grading, Drainage and Erosion Control	$10,000
2.)	Utilities (sewer and water)	$45,149
3.)	Storm Sewer Facilities	$21,587
4.)	Plat and Lot Landscaping	$15,000
5.)	Street Signage	$500
6.)	Streets and Sidewalk and Street Lights	$51,382
7.)	Construction debris clean up	$3,500
8.)	Certified As-Builts	$5,000
SUBTOTAL		**$152,118**
Multiplied by		**1.25**
TOTAL OF LETTER OF CREDIT:		**$190,147.50** **Say $190,150**

EXHIBIT F
ESCROW CALCULATION
(Continued)

The DEVELOPER has deposited $20,000 in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of the Development Contract for the Plat of Argenta Hills 7th 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 7th 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:

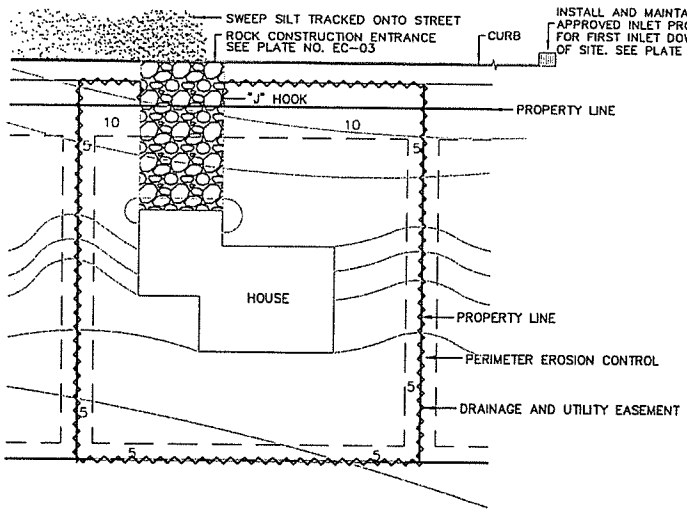
a.) all of the lots in the plats of Argenta Hills 7th Addition have been built upon; and

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 7th 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 $20,000 Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

When the Developer replats Outlot A, Argenta 7th Addition into buildable lots, an additional engineering escrow amount will be required of the Developer prior to the replat being recorded. This additional engineering escrow will be determined by the City Engineer.

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

RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 5, BLOCK 2, ARGENTA HILLS 7th ADDITION, DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT (Easement Agreement), is made this 28th day of May, 2013, by and between IGH Investment, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining 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 DPW, 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 DPW, 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. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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 Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy 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
IGH Investment, LLC

_____
Thomas J. McGough, Jr.
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of May, 2013, 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 PROPERTY

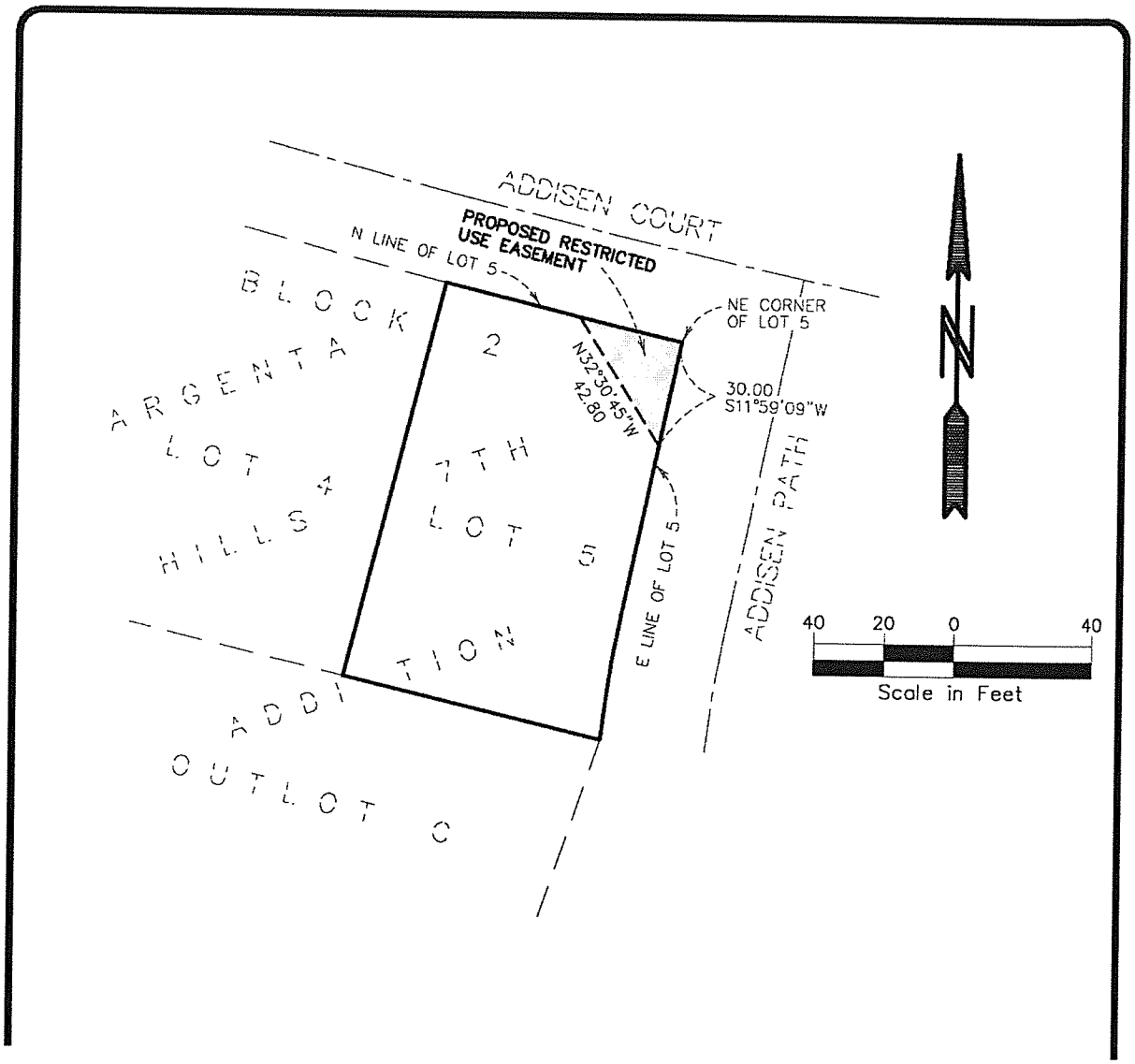
The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 5, Block 2, Argenta Hills 7th 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 and across all that part of Lot 5, Block 2, ARGENTA HILLS 7TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota lying northeasterly of the following described line:

Commencing at the northeast corner of said Lot 5; thence on an assumed bearing of South 11 degrees 59 minutes 09 seconds West, along the east line of said Lot 5, a distance of 30.00 feet, to the point of beginning of the line to be described; thence North 32 degrees 30 minutes 45 seconds West, a distance of 42.80 feet to the north line of said Lot 5 and there terminating.



Depiction of Easement Area
(Part of Exhibit B)

PUD ZONING ACKNOWLEDGMENT
AGREEMENT FOR THE
PLAT OF ARGENTA HILLS 7TH ADDITION

THIS AGREEMENT, made and entered into on the 28th day of May, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, (hereinafter referred to as "City"), and 160 Investment, LLC, a Minnesota limited liability company, (hereinafter referred to as "Owner").

WHEREAS, Owner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on April 28, 2008, listed on Exhibit B (the Development Plans) and subject to the Argenta Hills Final PUD Submittal Design Guidelines dated February 19, 2008, and any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

The parties also hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to the Northwest Area Overlay District any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinances relating to the Northwest Area Overlay District, the Development Plans shall supersede.

This Agreement shall be binding upon the parties hereto and any successors and assigns, and all subsequent parties who obtain an ownership, contract, leasehold, or any other interest in the property, and shall inure to the benefit of the parties hereto any successors, assigns, or transferees, and shall run with the land described on the attached Exhibit A.

The parties further acknowledge and agree that at Owner's expense this Agreement shall be filed with the Dakota County Recorder's office against the property described in Exhibit A.

IN WITNESS WHEREOF, Owner and the City of Inver Grove Heights have caused this Agreement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of May, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, 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

OWNER
160 INVESTMENT, LLC

_____
Robert H. Enebak
Its Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of May, 2013, before me a Notary Public within and for said County, personally appeared Robert H. Enebak, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of 160 Investment, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of 160 Investment, LLC by authority of the Boards of Governors of 160 Investment, LLC.

_____
Notary Public

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

After Recording, Please Return This Instrument To:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

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EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT LAND

Lots 1 through 5, inclusive, in Block 1 and Lots 1 through 5, inclusive, in Block 2 and Outlot A, Argenta Hills 7th Addition, according to the plat thereof, Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN		DATE OF PLAN PREPARATION	PREPARED BY
1.)	Signage Calculations	dated 3/26/08	Kimley-Horn
2.)	Monument Sign Locations	dated 2/19/08	RSP Architects
3.)	Main Street Paver Detail	dated 3/21/08	Close Architects
4.)	Target Elevations (2 sheets)	dated 12/3/07 and 3/27/08	Target
5.)	Retail Building Elevations (2 sheets)	dated 2/19/08	RSP Architects
6.)	Natural area/open space and undisturbed area plan	dated 3/27/08	URS
7.)	Main Street Illustration	dated 3/27/08	Close Architects
8.)	Final Plat (4 sheets)	dated 3/14/08	URS
9.)	Site Paving Plan	dated 2/18/08	URS
10.)	Final Site Plan (4 sheets)	dated 2/19/08	URS
11.)	Storm Water Plan (5 sheets)	dated 2/19/08	URS
12.)	Final Grading and Drainage Plans (5 sheets)	dated 2/19/08	URS
13.)	Landscape Plan (4 sheets)	dated 2/19/08	URS
14.)	Final Utility Plans (4 sheets)	dated 2/19/08	URS
15.)	Trunk Utility Plans (10 sheets)	dated 2/19/08	URS
16.)	Erosion Control Plans (9 sheets)	dated 2/19/08	URS
17.)	Street Plans (7 sheets)	dated 2/19/08	URS
18.)	Street Signage Plans (4 sheets)	dated 2/19/08	URS
19.)	Argenta Hills Final PUD Submittal Design Guidelines	dated 2/19/08	MGT

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: May 7, 2013

SUBJECT: **160 INVESTMENTS, LLC (ARGENTA HILLS 7TH ADDITION) - CASE NO. 13-11PUD**

Reading of Notice
No public notice required.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting approval of the final plat and final PUD development plan for the 7th Addition of Argenta Hills, consisting of ten single family lots on the west end of Addisen Court. The street will ultimately continue northward and interconnect with future developments to the north instead of dead-ending as a cul-de-sac. Staff recommends approval of the request with the 36 conditions listed in the report.

Opening of Public Hearing
Jacob Fick, 16972 Brandtjen Farm Drive, Lakeville, stated there were only two lots left in the first phase of Robert Thomas Homes and therefore they were requesting to develop ten additional lots. As a result of a meeting with City staff and the County, the previous cul-de-sac has now been extended and will interconnect with future developments to the north and west.

Chair Hark asked why there were no sidewalks in front of the homes, stating one section of the first phase had sidewalks and he felt they were valuable to neighborhoods.

Mr. Fick stated none of the phases have had sidewalks in the cul-de-sac areas. It is their intent, however, to have sidewalks on the through roads to connect neighborhoods as well as trail connections.

Commissioner Wippermann asked if the proposed plat would impact the existing stand of pine trees.

Mr. Fick replied that the proposed plat would not include the pine tree area.

Planning Commission Discussion
Commissioner Wippermann advised that in all past phases of this development he has consistently voted no, and would continue to do so tonight, as he would prefer a larger separation between houses. He added there was a potential for the close proximity of the homes to result in future variance requests.

Commissioner Elsmore stated she supported the request.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Maggi, to approve the request for a final plat and final PUD plan for Argenta Hills 7th Addition, consisting of platting ten single-family lots, for the property located along the west side of Addison Court.

Motion carried (6/1 – Wippermann). This item goes to the City Council on May 28, 2013.

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: May 1, 2013 **CASE NO:** 13-11PUD

APPLICANT: 160 Investments, LLC (ARGENTA HILLS)

REQUEST: Final Plat and Final PUD Development Approval for Argenta Hills 7th Addition

HEARING DATE: May 7, 2013

LOCATION: North side of Amana Trail at Addisen Path

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 the next phase of Argenta Hills consisting of a Final Plat and Final PUD Development approval for 10 single family lots. The Argenta Hills 7th Addition plat consists of platting 10 lots on the western end of Addisen Court.

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 36 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, 2012. This final plat phase is consistent with the approved preliminary plat.

Final Plat. The final plat consists of 10 new buildable lots and one outlot that comprises the balance of the preliminary plat. The plat would dedicate additional right-of-way for Addisen Court and provide a temporary turn-around. This street will ultimately continue northward for local street interconnection with developments to the north.

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 5th Addition Preliminary Plat.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for required perimeter lot easements. There are a couple of gaps shown on the plat resulting from minor shifts in the road right-of-way. These will need to be corrected before the plat is ready for recording.

Condition #4 relating to ownership of natural area/open space. The ownership of the open areas in the plat was established with the 5th addition phase. There is no open space dedication with this phase of the plat.

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 10 lots being final platted at this time. The remaining lots will pay the rate in place at the time the lots are final platted. The park dedication fees are collected at time of final plat release.

Condition # 7 relating to parking lot and building lighting being downcast. Not applicable to this phase.

Condition #8 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and did not provide any correction comments at this time.

Condition #9 relating to MnDOT and County Review. This plat is subject to Dakota County review and approval. The ultimate design of the plat is consistent with the County's requirement to provide street interconnectivity to the west and north.

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 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. 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 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 #21 and #22 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. A restrictive use easement will be required over the corner of Lot 5 at the internal street intersection as a method to preserve the sight triangle at the street intersection. This same easement was required on the other corner lot in the 5th Addition.

Condition #23 relating to providing wetland buffers. There are no wetland impacts with the work being done for the 7th addition.

Condition #24 relating to signage for the first phase. Condition not applicable to this phase of the development.

Condition #25 and #26 relating to a noise assessment along the major roadways and noise mitigation. No further action required with this phase.

Condition #27 relating to grading of the custom lots. Not applicable to this phase. We expect this to be addressed with the next phase of the development.

Condition #28 relating to grading of trail system. A trial system was approved with the preliminary plans. A trail will ultimately run along the north side of this neighborhood and connect to the trail on Amana to the west.

Condition #29 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 #30 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 #31 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 #32 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 typically defined by the silt fence and grading limits on the plans. The plans must show the actual location of the marker posts.

Condition #33 relating to future development of Outlot F must be consistent with approved preliminary PUD plans. Original Outlot F was all the residential land north of Amana Trail. 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 #34 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 #35 relating to current governing PUD Resolution. All final phases are reviewed against the preliminary conditions of approval.

Condition #36 relating to reforestation. The plantings proposed for the 5th Addition dropped the outstanding balance of tree planting to 1,700 caliper inches. This area was already calculated in as part of the 5th Addition. No changes are proposed in the 7th 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 7th 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 5th Addition as indentified in the Argenta Hills 5th Addition development contract along with the following:

Final Plat	
Final Utility, Street Construction Plans (11 sheets total)	dated 4/8/13
Grading Plan set (5 sheets)	dated 4/8/13
Landscape Plan (2 sheets)	dated 4/5/13

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.

3. Prior to releasing the plat for recording, all engineering comments on the final grading, drainage and erosion control, and utility plans shall be addressed and approved by the City Engineer.

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.

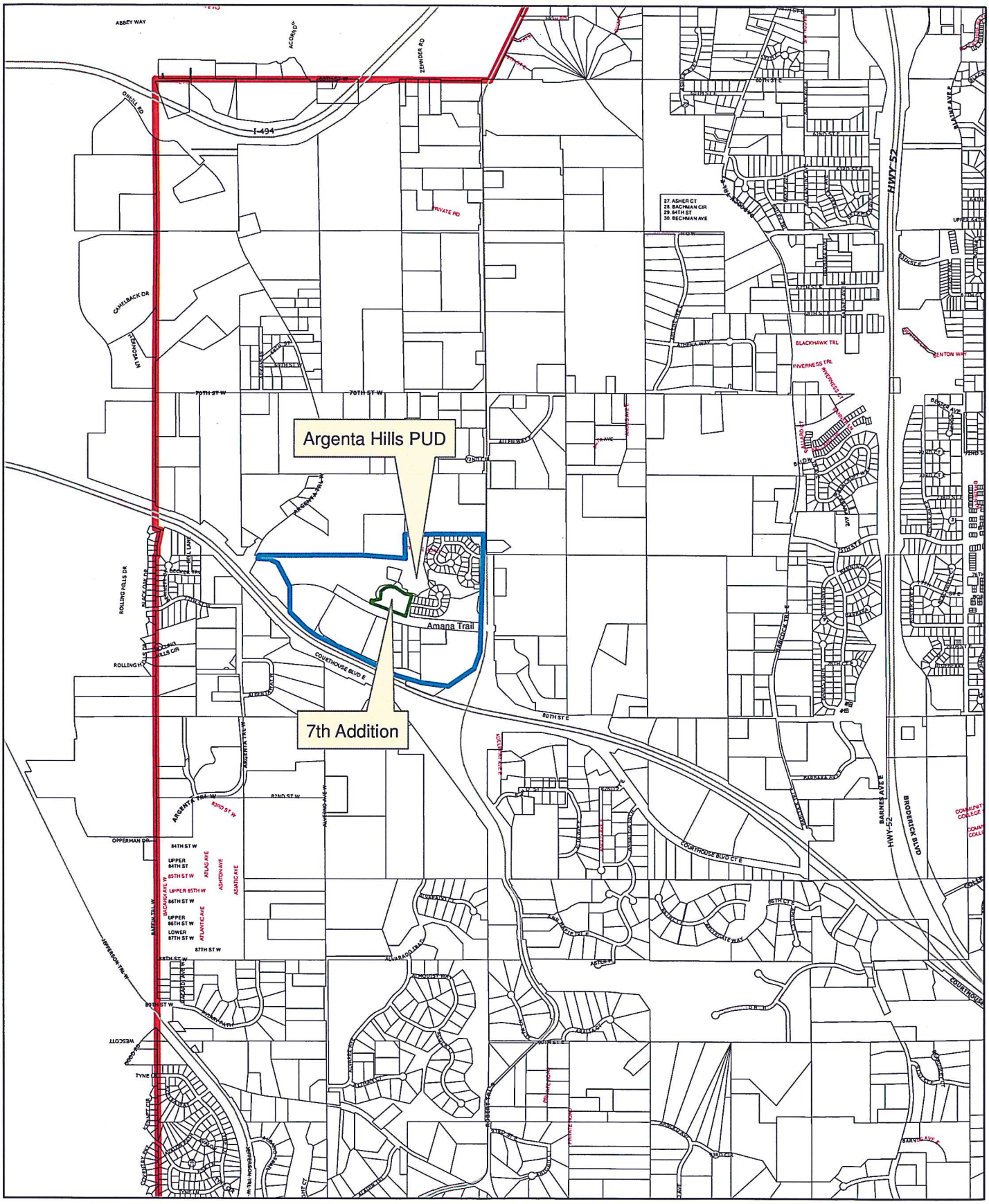
RECOMMENDATION

The proposed 7th addition is consistent with the preliminary plat and plans. Staff recommends approval of the plans as presented.

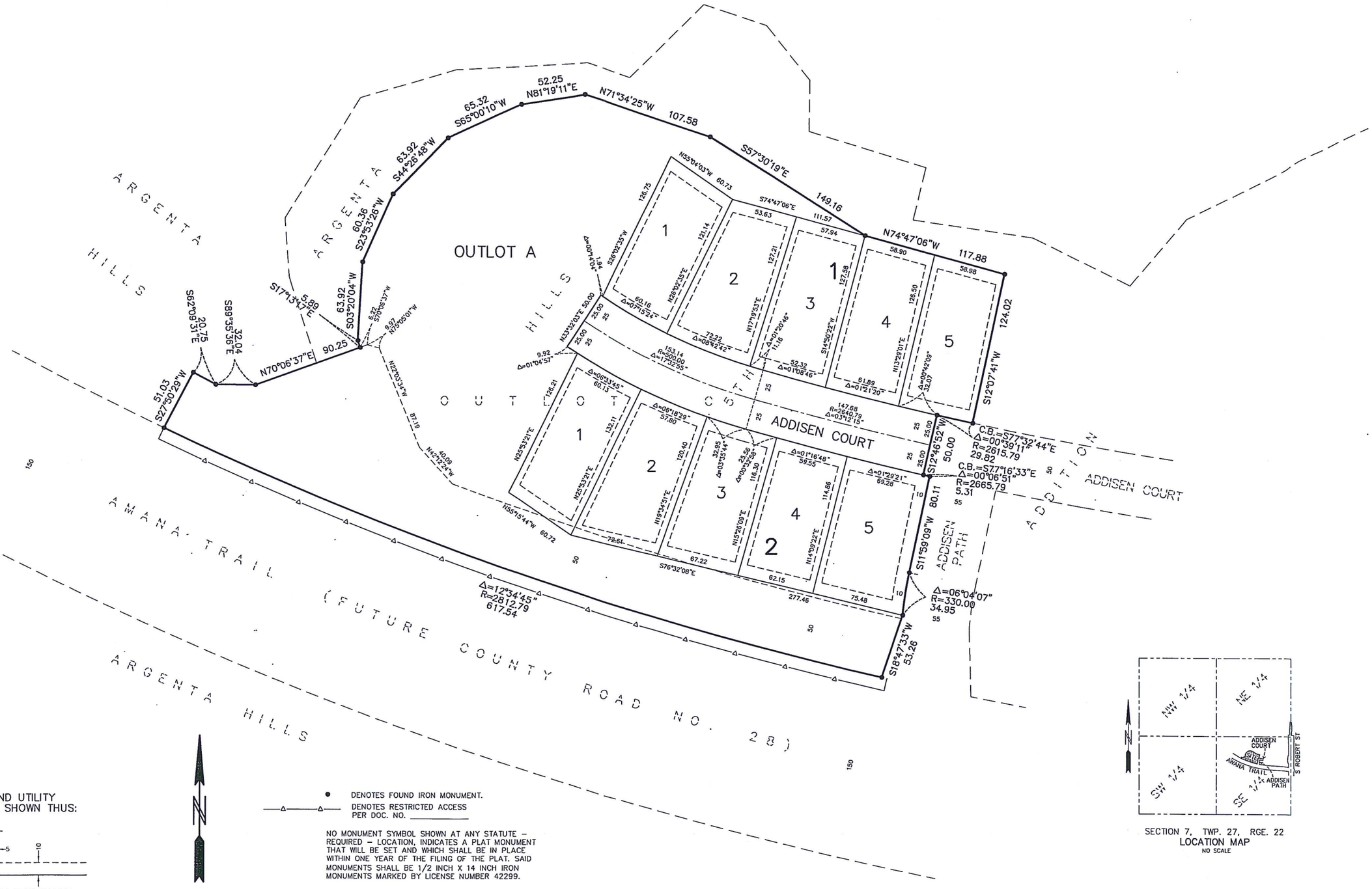
ATTACHMENTS:

Location Map
Final Plat of Argenta Hills 7th Addition
Preliminary Plat of Argenta Hills 5th Addition (original overall preliminary plat)
Final Utility, Street Construction Plans (11 sheets total. Only top sheet included in packet)
Grading Plan set (5 sheets. Only top sheet included in packet)
Landscape Plan (2 sheets. Only top sheet included in packet)

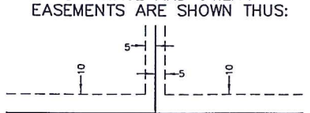
Location Map
Case No. 13-11PUD



ARGENTA HILLS 7TH ADDITION



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.

N

40 20 0 40

SCALE IN FEET

● DENOTES FOUND IRON MONUMENT.

—Δ——Δ— DENOTES RESTRICTED ACCESS PER DOC. NO. _____

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 WEST LINE OF OUTLOT G, ARGENTA HILLS, WHICH IS ASSUMED TO HAVE A BEARING OF S00°18'21"E.

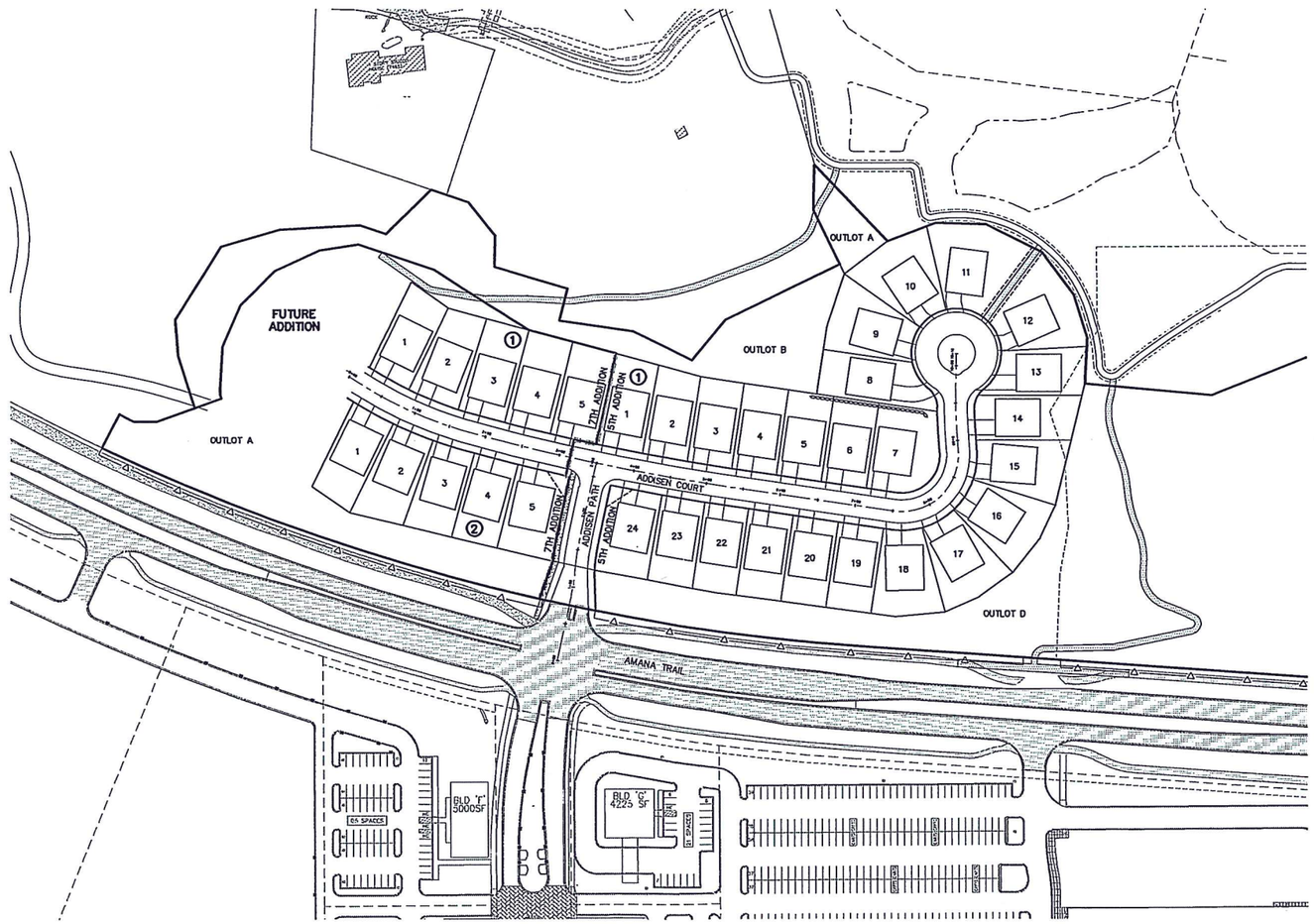
SECTION 7, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE

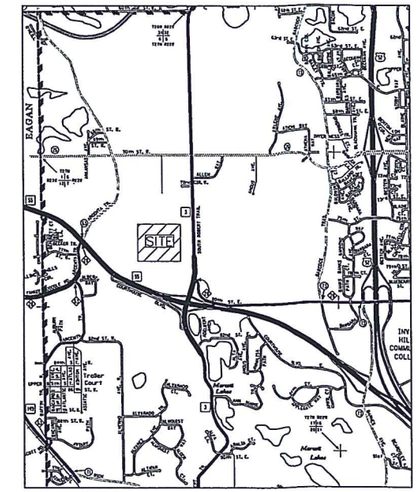
PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

ARGENTA HILLS 5TH & 7TH ADDITIONS
UTILITY & STREET CONSTRUCTION PLANS
INVER GROVE HEIGHTS, MINNESOTA

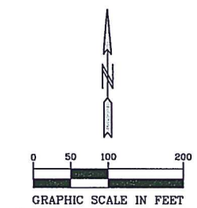
LEGEND

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
902			EXISTING 2' CONTOUR LINE
900			EXISTING 10' CONTOUR LINE
	902		PROPOSED 2' CONTOUR LINE
	900		PROPOSED 10' CONTOUR LINE
OUTLET=987.0			POND OUTLET LINE
HW=900.2			POND HIGH WATER LINE
84.3			PROPOSED SPOT ELEVATION
			EMERGENCY OVERFLOW
			DELINEATED WETLAND LINE
			FEMA FLOODPLAIN BOUNDARY
			STANDARD EROSION CONTROL
			HEAVY-DUTY EROSION CONTROL
			TREE FENCE
			RETAINING WALL
C			CONSERVATION AREA SIGN
W			WETLAND BUFFER SIGN
			EX. CULVERT
oh		oh	EX. OVERHEAD UTILITY LINES
tv		tv	EX. UNDERGROUND TELEVISION LINE
t		t	EX. UNDERGROUND TELEPHONE LINE
fo		fo	EX. UNDERGROUND FIBER OPTIC LINE
e		e	EX. UNDERGROUND ELECTRIC LINE
g		g	EX. UNDERGROUND GAS LINE
x		x	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
WELL			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
			SELECT BACKFILL MATERIAL
			GRAVEL CONST. ENTRANCE





LOCATION MAP



GRAPHIC SCALE IN FEET

SHEET INDEX

1. COVER
2. SANITARY SEWER & WATERMAIN
3. SANITARY SEWER & WATERMAIN
4. STORM SEWER CONSTRUCTION
5. STORM SEWER CONSTRUCTION
6. STORM SEWER CONSTRUCTION
7. STREET CONSTRUCTION
8. STREET CONSTRUCTION
9. UTILITY DETAILS
10. STORM DETAILS
11. STREET DETAILS

G1. GRADING PLAN
G2. EROSION CONTROL PLAN
G3. EROSION CONTROL PLAN
G4. GRADING DETAILS
G5. GRADING DETAILS

L1. LANDSCAPE PLAN
L2. LANDSCAPE PLAN

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL.
ELEV=871.46

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Date	8-21-2012
Designed	PJC/BNM
Drawn	BNM

COVER

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

07-ENG-112118-SHEET-CVR.DWG

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SANITARY & WATERMAIN CONSTRUCTION NOTES:

1. SANITARY SEWER SERVICE WYES ARE STATIONED FROM DOWNSTREAM MANHOLES.
2. ALL SANITARY SEWER & WATER MAIN SERVICES SHALL TERMINATE AT THE ROW, OR 10' PAST SIDEWALK, WHEN PRESENT.
3. ALL SANITARY SEWER SERVICES AND RISERS SHALL BE 4" P.V.C. (SDR 26), UNLESS OTHERWISE NOTED, WITH A MINIMUM SERVICE GRADE OF 2%.
4. WATER SERVICES ARE 3' UP STREAM FROM SANITARY SERVICE WITH A MIN 7.5' BURY.
5. ALL WATER SERVICES SHALL BE 1" (TYPE "K") COPPER UNLESS OTHERWISE NOTED.
6. ALL D.I.P. WATER MAIN SHALL BE CLASS 52 UNLESS OTHERWISE NOTED.
7. ALL HYDRANT G.V. MUST REMAIN IN STREET.
8. SANITARY SEWER PIPE SDR 35 & 26 SHALL BE ASTM D-3034A.
9. ALL UTILITY CONFLICTS SHALL BE RESOLVED ACCORDING TO CITY STANDARD SPECIFICATIONS.
0. CONTRACTOR IS RESPONSIBLE FOR ALL TRENCH DESIGN AND MEETING ALL OSHA REGULATIONS.
11. MAINTAIN 10' HORIZONTAL AND 1.5' VERTICAL SEPARATION BETWEEN SANITARY SEWER AND WATERMAIN.
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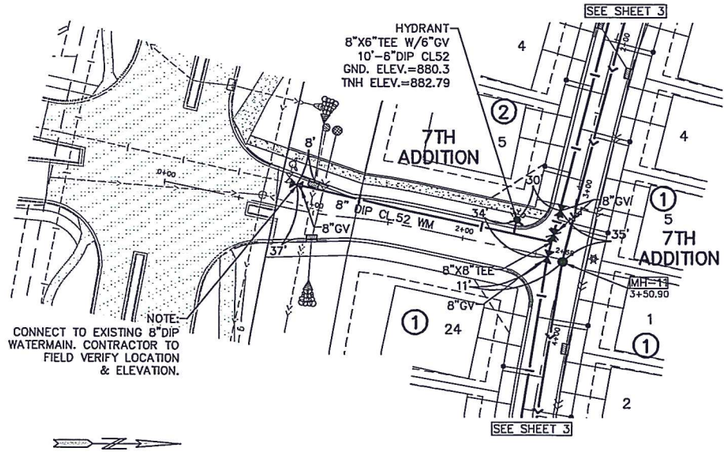
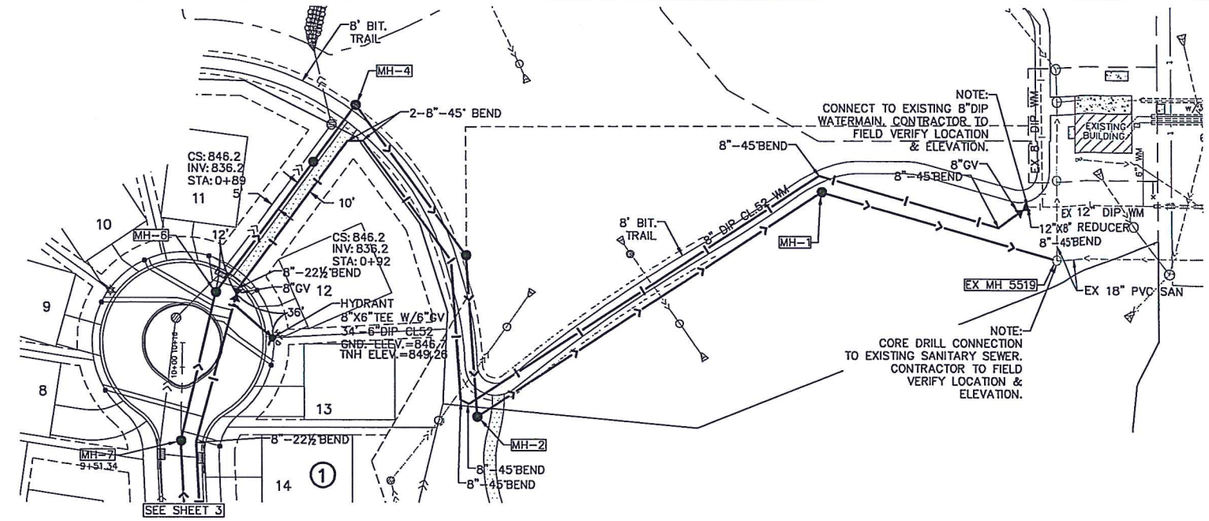
3. ACTIVATION OF WATERMAIN SYSTEM SHALL BE PERFORMED BY CITY PERSONNEL ONLY.
4. DEFLECTION TESTING FOR ALL NON-RIGID PIPE SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR 30 DAYS.
5. THE SEWER AND WATER SERVICES SHALL BE INCLUDED IN THE PRESSURE AND LEAKAGE TESTING REQUIREMENTS FOR THE MAIN LINES.
16. THESE HOMES ARE IN THE ASHER TOWER PRESSURE ZONE AND PRV'S ARE REQUIRED DURING HOME CONSTRUCTION.

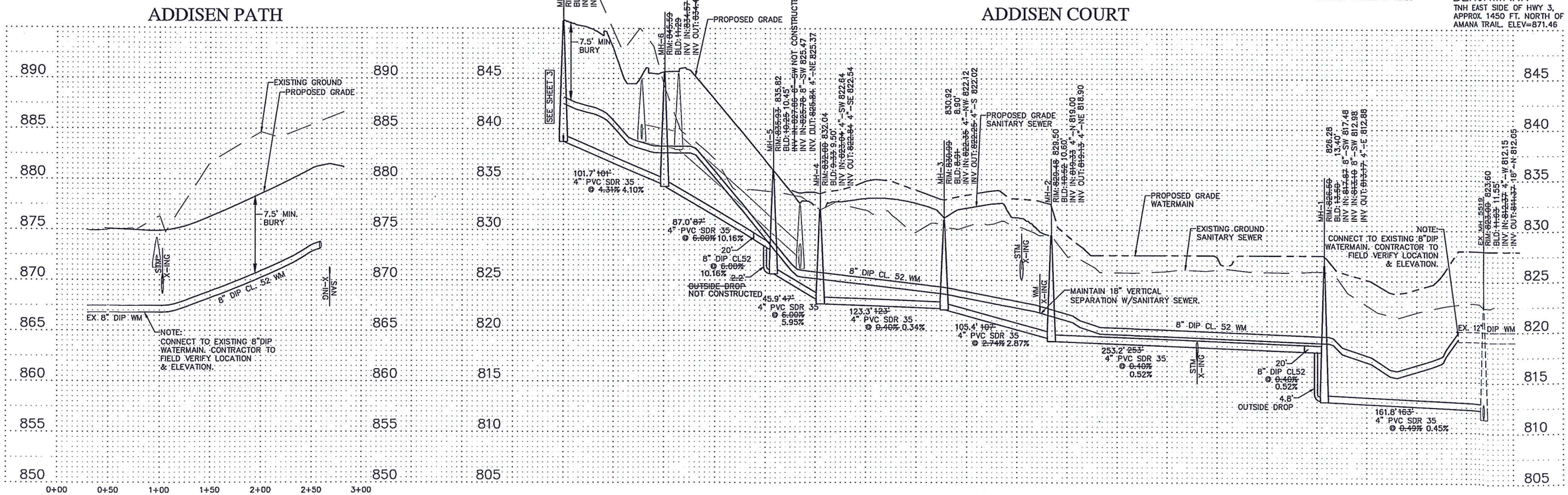




GRAPHIC SCALE IN FEET

GRAPHIC SCALE IN FEET

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46



NOTE: RIM ELEVATIONS WERE SHOT PRIOR TO WEAR COURSE PLACEMENT.

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Date	8-21-2012
Designed	PJC/BNM
Drawn	BNM

SANITARY SEWER & WATERMAIN CONSTRUCTION

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

07-ENG-112118-SHEET-311.dwg

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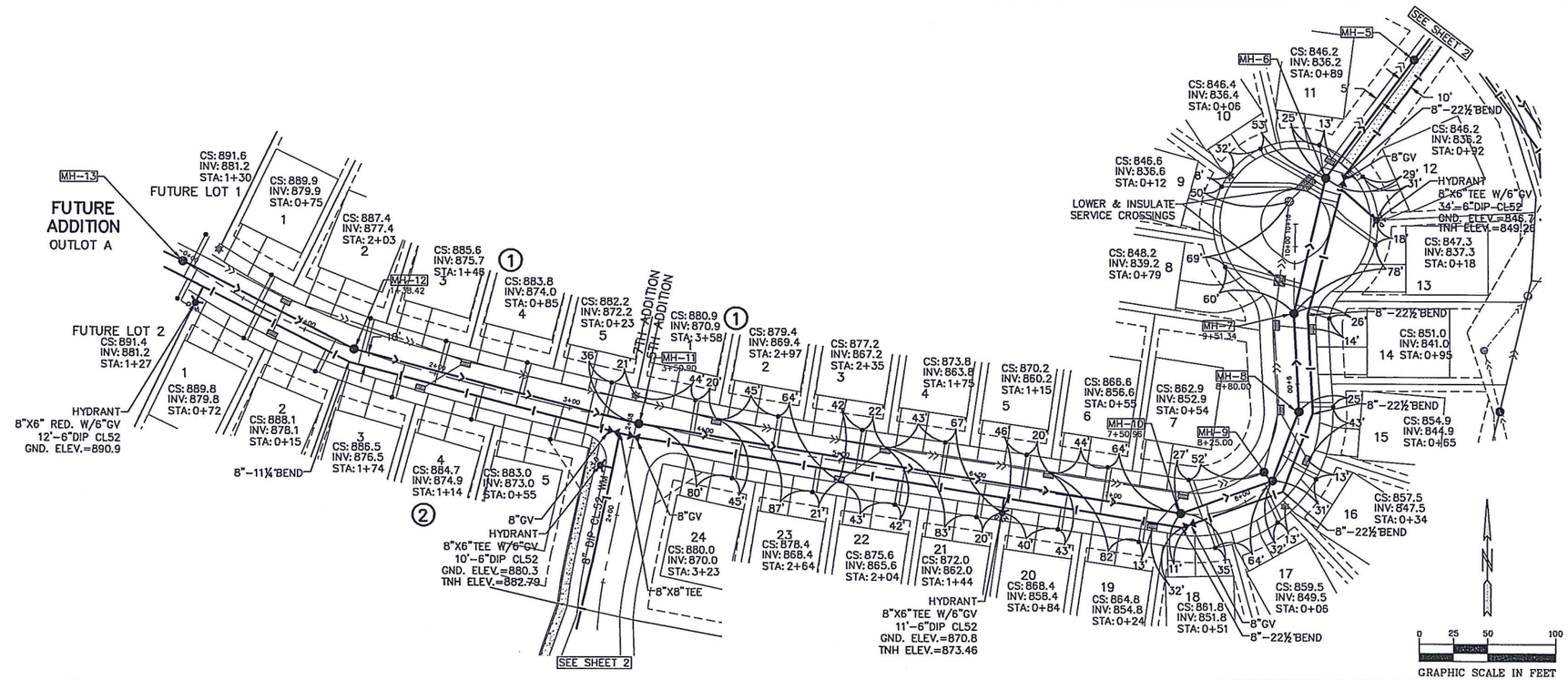
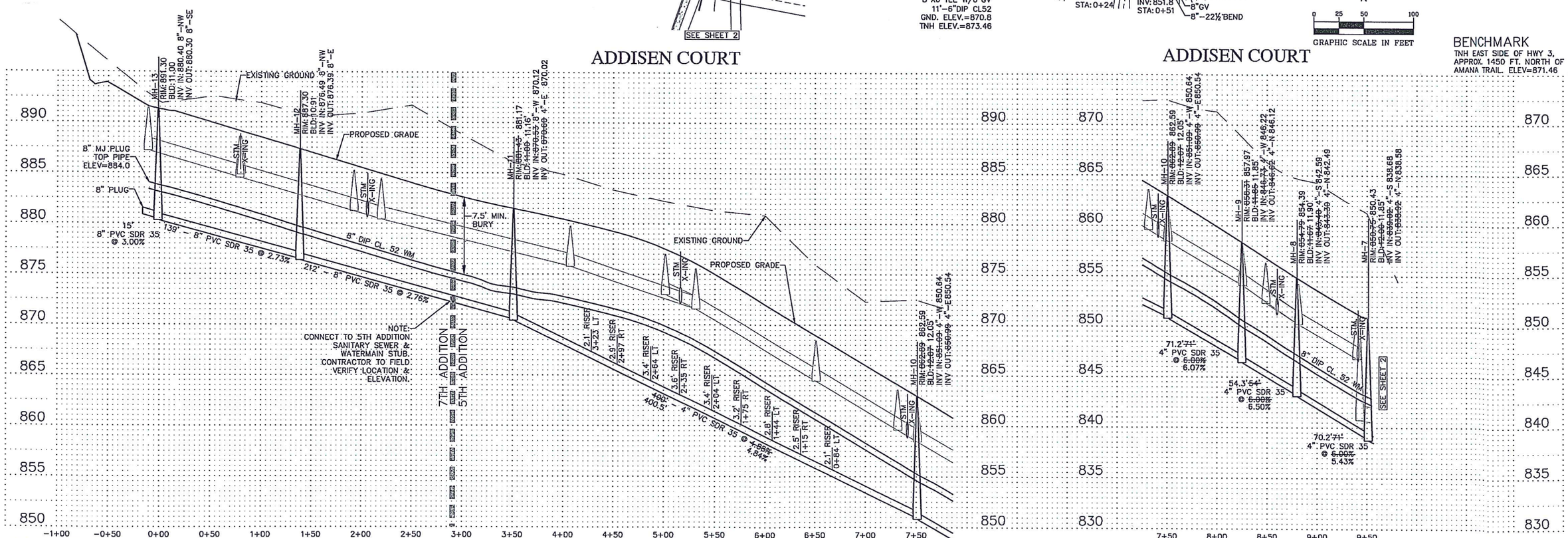


BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46



NOTE: RIM ELEVATIONS WERE SHOT PRIOR TO WEAR COURSE PLACEMENT.

07-ENG-112118-SHEET-312.dwg

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Drawn	BNM

SANITARY SEWER & WATERMAIN CONSTRUCTION

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

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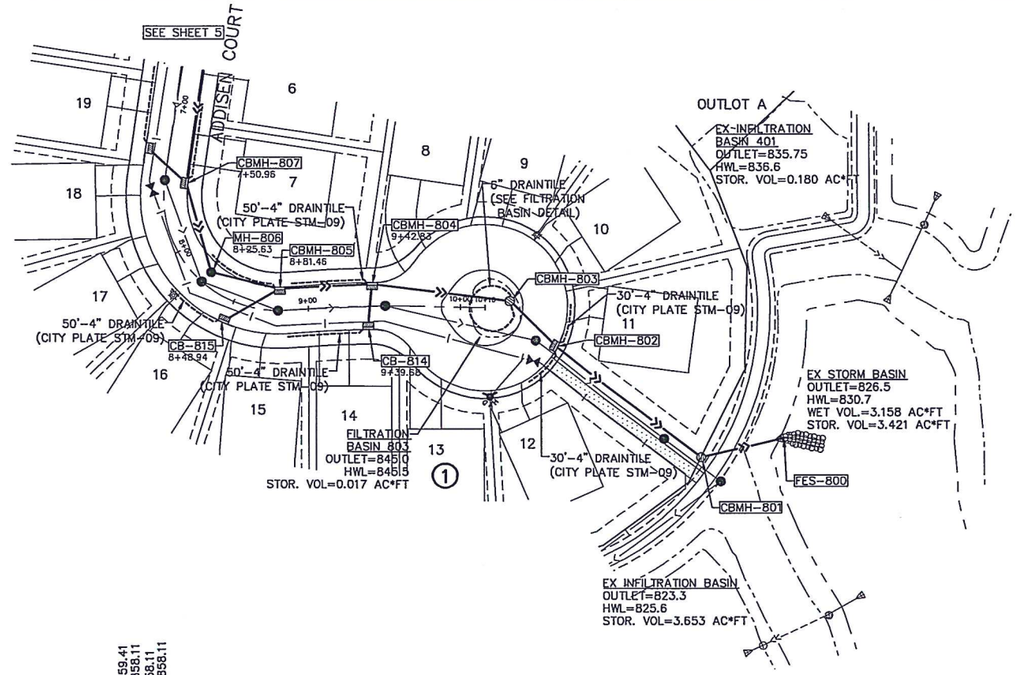
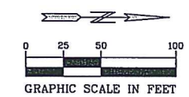
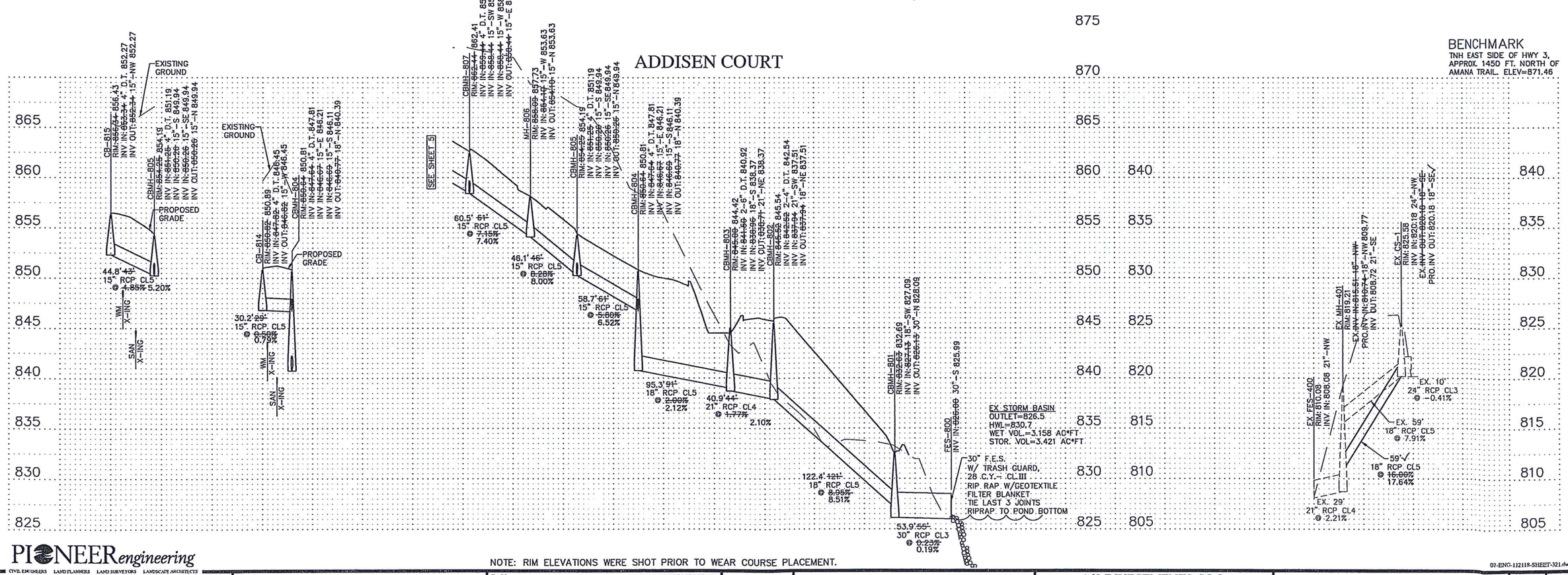
STRUCTURE TABLE		
STRUCTURE NAME	STRUCTURE SIZE	NEENAH CASTING OR EQUAL
CB-814	36"X24"	R-3067 V
CB-815	36"X24"	R-3067 V
CBMH-801	60" DIA.	R-2501 C
CBMH-802	48" DIA.	R-3067 V
CBMH-803	48" DIA.	R-4342 *
CBMH-804	48" DIA.	R-3067 V
CBMH-805	48" DIA.	R-3067 V
MH-806	48" DIA.	R-1642

* W/CONCRETE FRAME





BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46



NOTE: RIM ELEVATIONS WERE SHOT PRIOR TO WEAR COURSE PLACEMENT.

07-ENG-112118-SHEET-321.dwg

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Designed	PJC/BNM
Drawn	BNM

STORM SEWER

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

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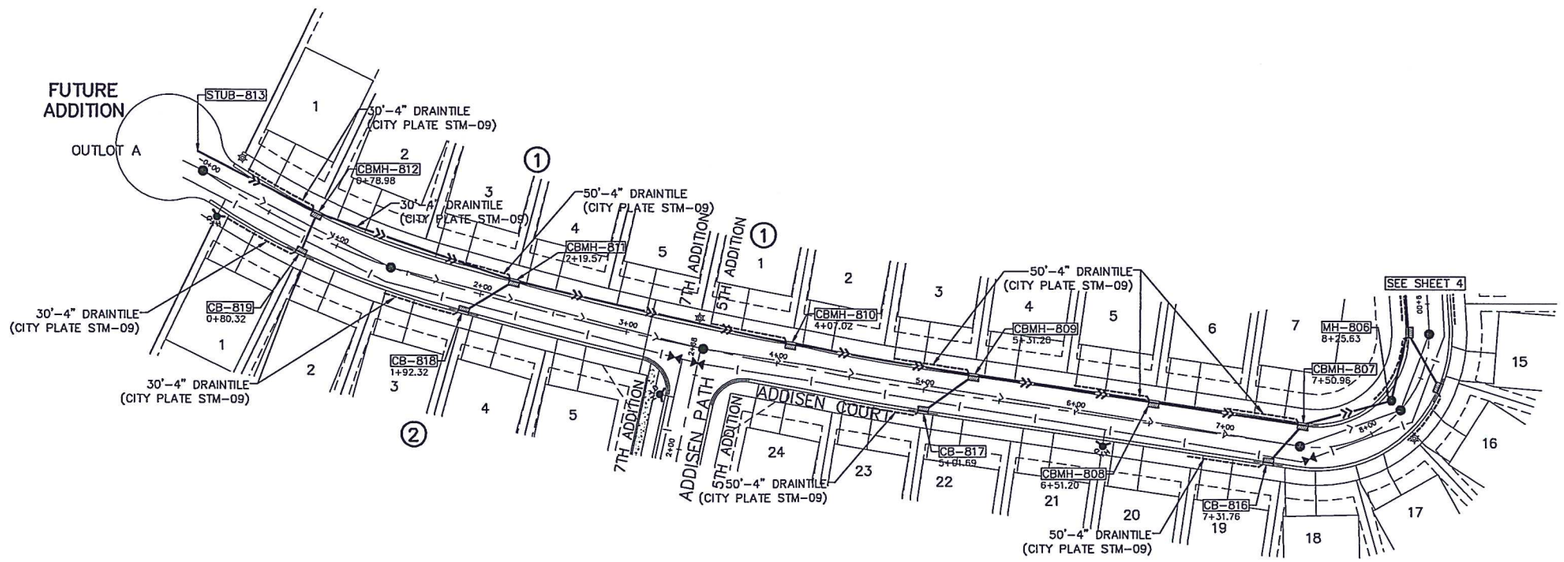
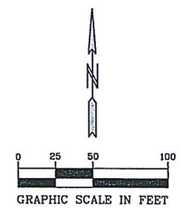
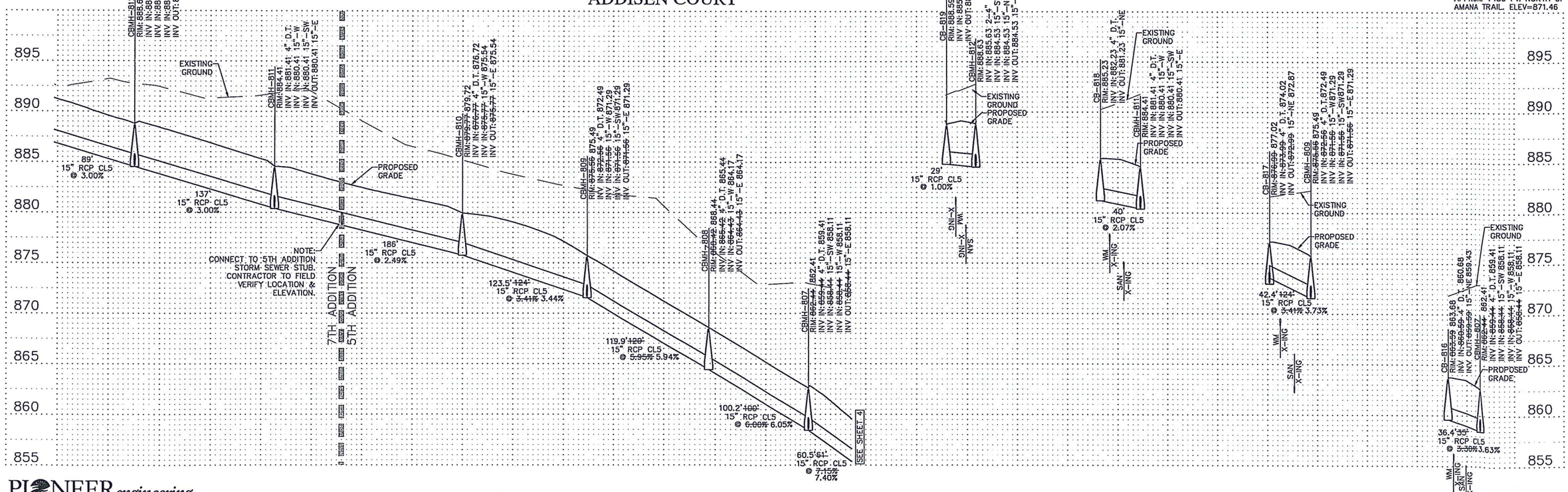
STRUCTURE TABLE		
STRUCTURE NAME	STRUCTURE SIZE	NEENAH CASTING OR EQUAL
CB-816	36"X24"	R-3067 V
CB-817	36"X24"	R-3067 V
CB-818	36"X24"	R-3067 V
CB-819	36"X24"	R-3067 V
CBMH-807	48" DIA.	R-3067 V
CBMH-808	48" DIA.	R-3067 V
CBMH-809	48" DIA.	R-3067 V
CBMH-810	48" DIA.	R-3067 V
CBMH-811	48" DIA.	R-3067 V
CBMH-812	48" DIA.	R-3067 V





BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

ADDISEN COURT



NOTE: RIM ELEVATIONS WERE SHOT PRIOR TO WEAR COURSE PLACEMENT.

07-ENG-112118-SHEET-322.dwg

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Date 8-21-2012
Designed PJC/BNM
Drawn BNM

STORM SEWER

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

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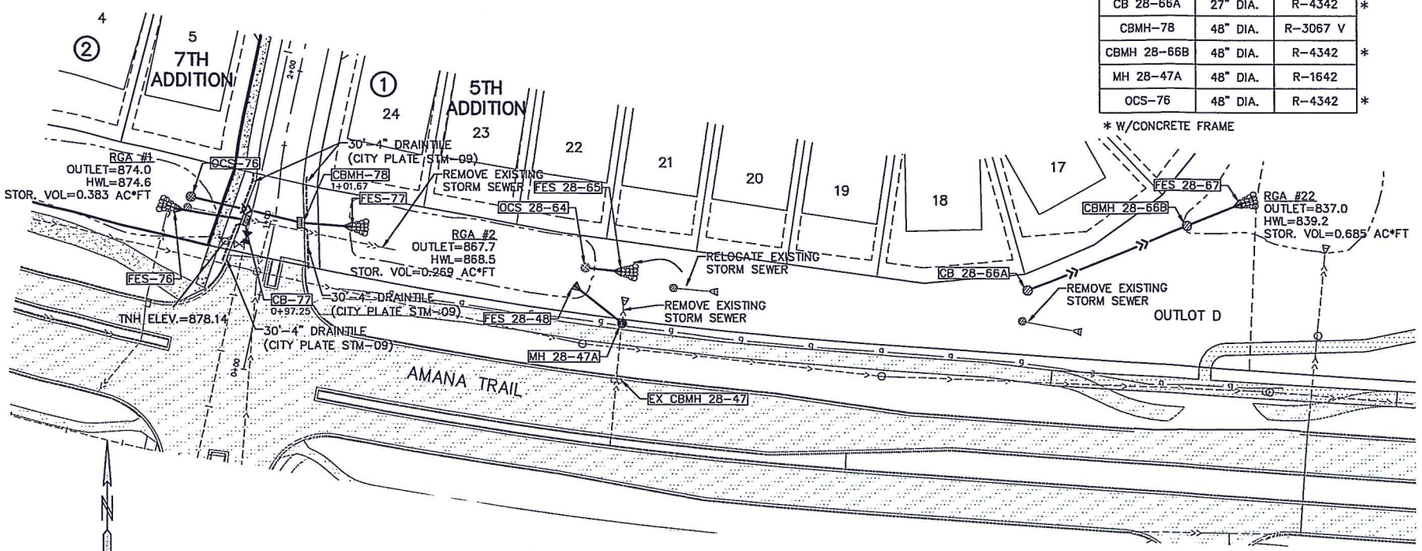
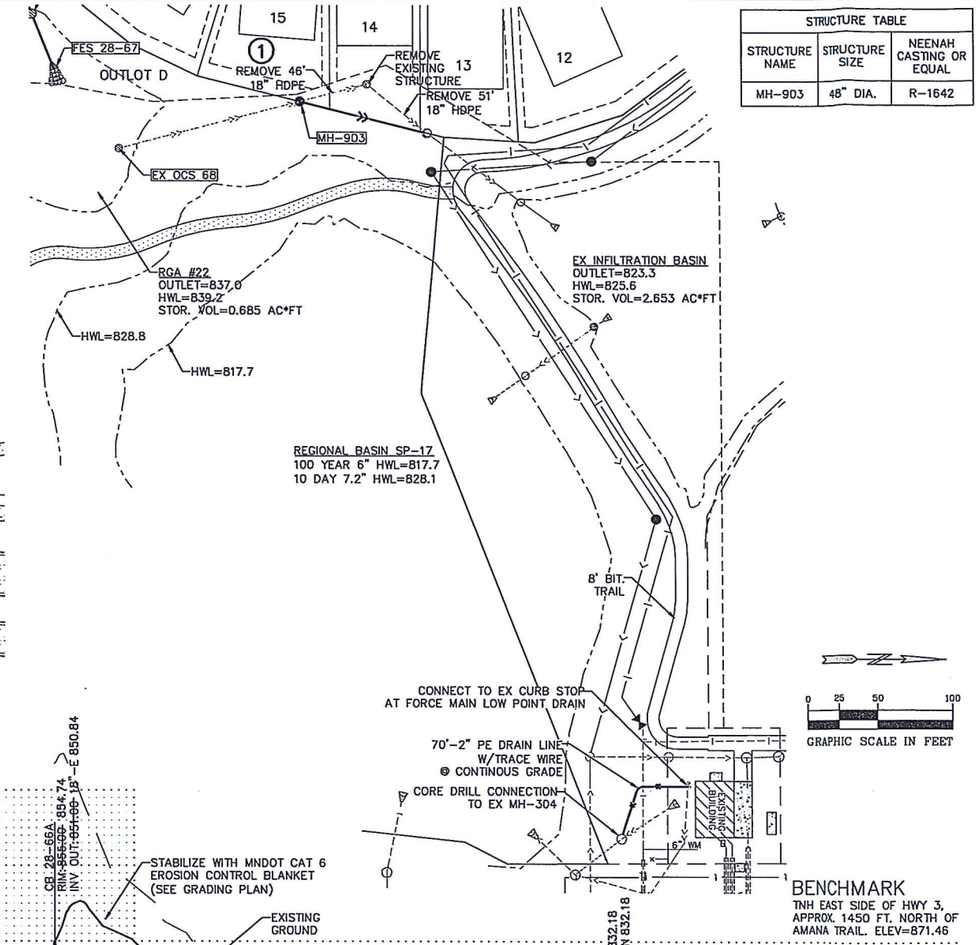
STRUCTURE TABLE			
STRUCTURE NAME	STRUCTURE SIZE	NEENAH CASTING OR EQUAL	
CB-77	36"X24"	R-3067 V	
CB 28-66A	27" DIA.	R-4342	*
CBMH-78	48" DIA.	R-3067 V	
CBMH 28-66B	48" DIA.	R-4342	*
MH 28-47A	48" DIA.	R-1642	
OCS-76	48" DIA.	R-4342	*

* W/CONCRETE FRAME

STRUCTURE TABLE		
STRUCTURE NAME	STRUCTURE SIZE	NEENAH CASTING OR EQUAL
MH-903	48" DIA.	R-1642





GRAPHIC SCALE IN FEET

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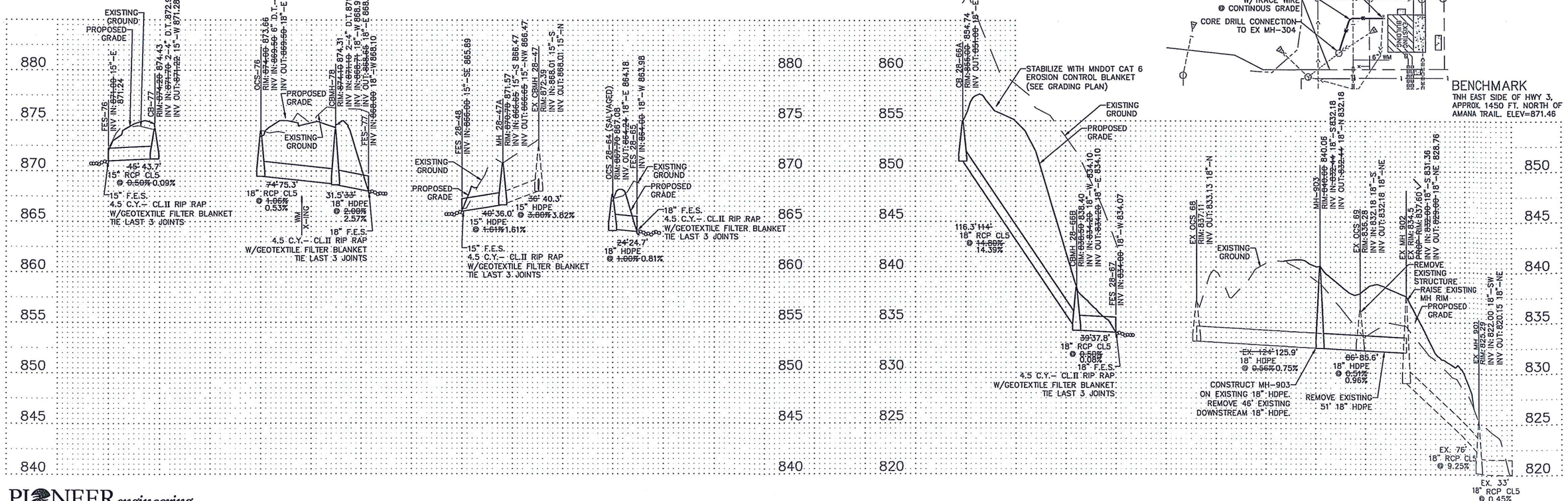

BENCHMARK
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NOTE: RIM ELEVATIONS WERE SHOT PRIOR TO WEAR COURSE PLACEMENT.

07-ENG-112118-SHEET-323.dwg

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Drawn	BNM

STORM SEWER

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

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INVER GROVE HEIGHTS, MINNESOTA

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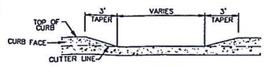
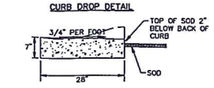
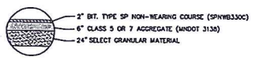


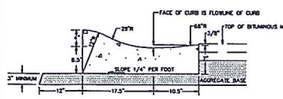


DROP CURB DETAIL

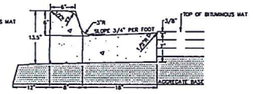
(NOT TO SCALE)



TEMPORARY TURNAROUND SECTION



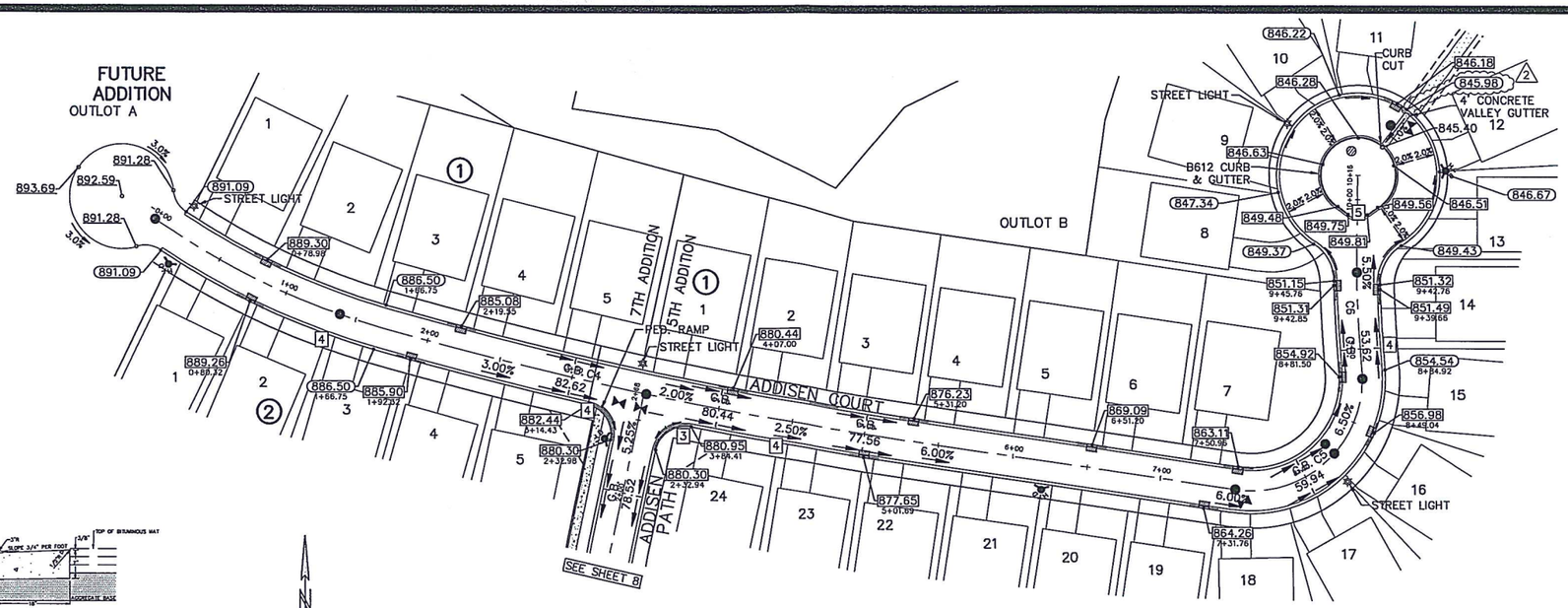
SURMOUNTABLE CURB

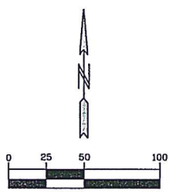


B618 CURB

NOTES:
1. FOR CATCH BASIN TRANSITIONS SEE PLATE NO. STR-02.
2. EXPANSION SHALL BE PLACED EVERY 200 LF, AT ALL CATCH BASIN TRANSITIONS, AND AT ALL BEGINNING RADII.
3. CONTRACTION JOINTS SHALL BE PLACED EVERY 10 FEET.
4. FOUR #4 REINFORCING RODS, TWO PER SIDE, AT ALL CATCH BASINS, MINIMUM 10 FEET.
5. ONE #4 REINFORCING ROD IN FRONT OF CASTING, MINIMUM 5 FEET FOR SURMOUNTABLE CURB.

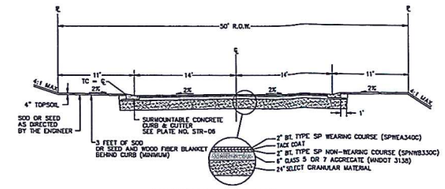
NOTE:
CONCRETE APRONS MUST BE BUILT WITH HOME CONSTRUCTION. (SEE DETAIL)





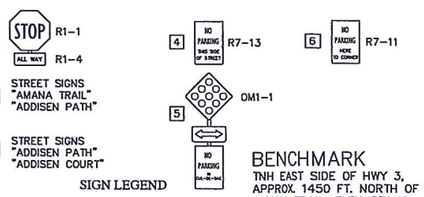
GRAPHIC SCALE IN FEET

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C4	7°29'27"	345.25	2640.79	172.87	1+66.75	5+12.00
C5	102°19'53"	133.95	75.00	93.17	7+50.96	8+84.92
C6	5°10'17"	53.46	592.28	26.75	9+14.09	9+67.55



ADDISEN COURT SECTION

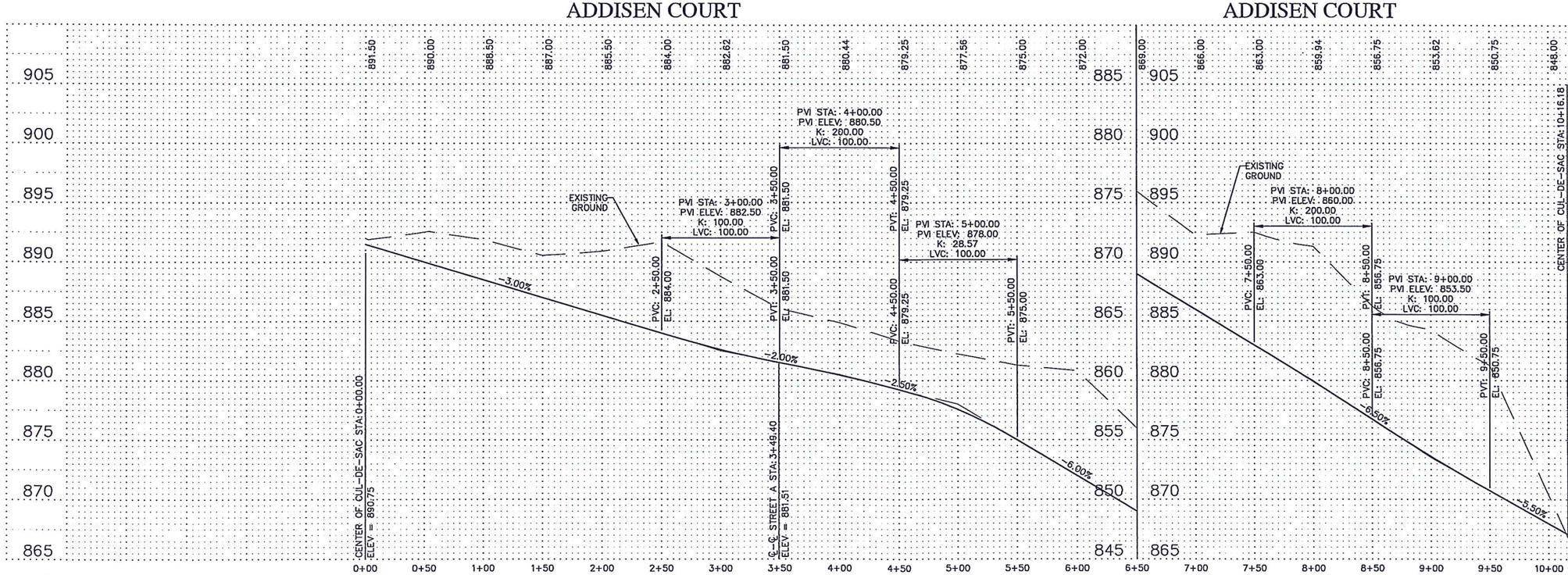
- BIT EDGE
- 14.67 = BITUMINOUS ELEVATION
- RIBBON CURB / DROP CURB
- 14.67 = RIBBON C&G / DROP CURB
- SURMOUNTABLE C&G
- 15.22 = SURMOUNTABLE C&G TOC ELEVATION
- B618 C&G
- 13.83 = B618 C&G TOC ELEVATION
- B612 C&G
- 13.83 = B612 C&G TOC ELEVATION



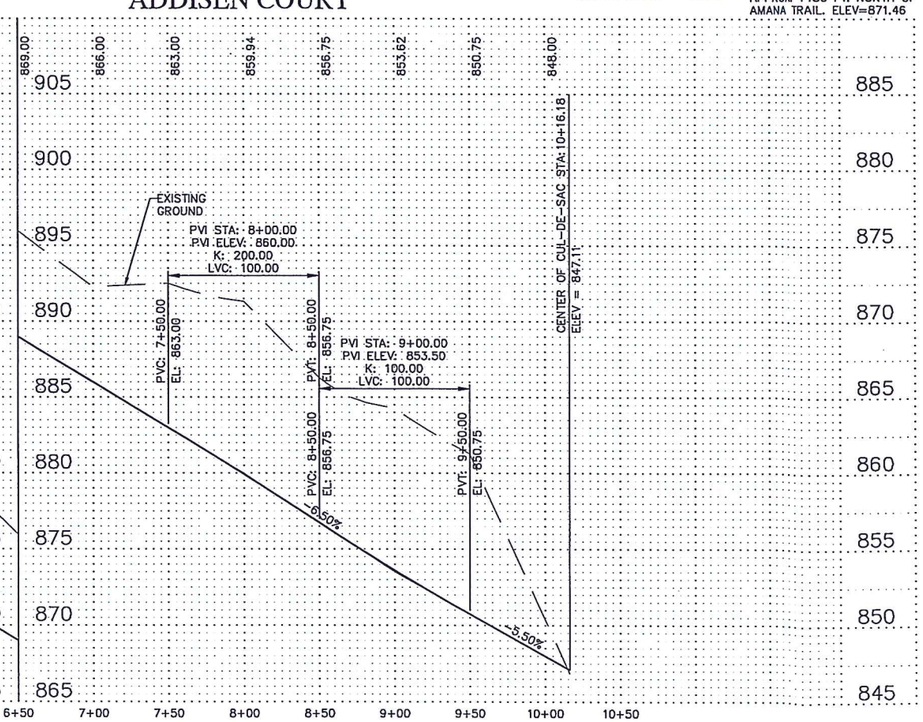
SIGN LEGEND

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

ADDISEN COURT



ADDISEN COURT



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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: Brian N. Molinaro
Reg. No. 47504 Date 8-21-2012

Revisions
1. 9-19-2012 CITY REVISIONS
2. 10-3-2012 CITY REVISIONS
3. 10-8-2012 SANITARY SEWER
4. 1-23-13 5TH RECORD PLANS
5. 4-8-13 7TH ADDITION

Date	8-21-2012
Designed	PJC/BNM
Drawn	BNM

STREET CONSTRUCTION

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

07-ENG-112118-SHEET-331.dwg

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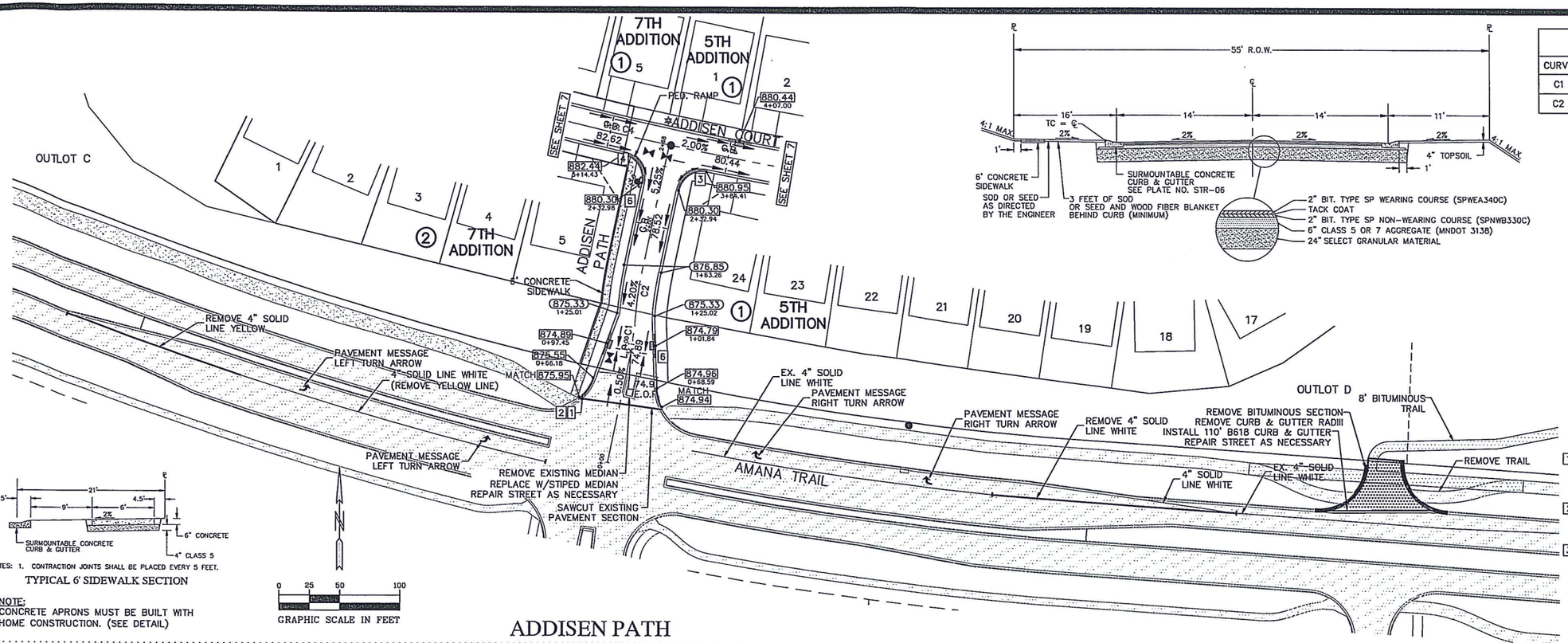

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	7°24'07"	38.76	300.00	19.41	0+85.75	1+24.51
C2	7°24'07"	38.76	300.00	19.41	1+24.51	1+63.26

- = BIT EDGE
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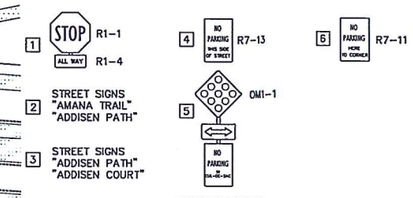
- 15.22 = SURMOUNTABLE C&G TOC ELEVATION
- = B618 C&G
- 13.83 = B618 C&G TOC ELEVATION
- = B612 C&G
- 13.83 = B612 C&G TOC ELEVATION

NOTES: 1. CONTRACTION JOINTS SHALL BE PLACED EVERY 5 FEET.

TYPICAL 6' SIDEWALK SECTION

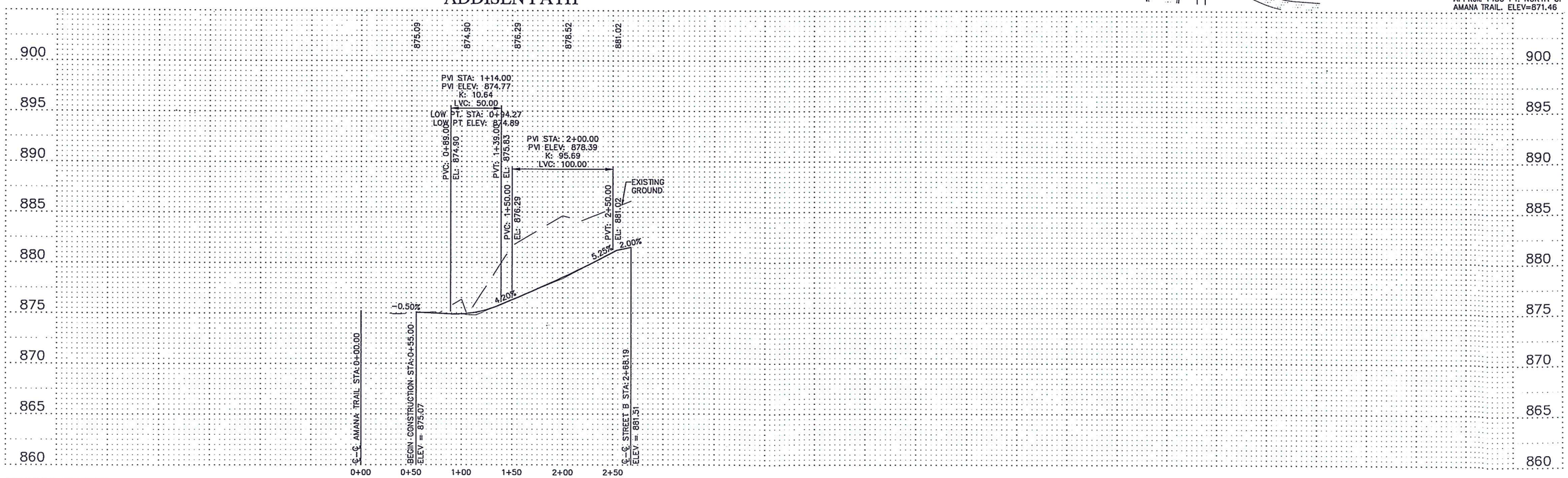
NOTE:
CONCRETE APRONS MUST BE BUILT WITH HOME CONSTRUCTION. (SEE DETAIL)



SIGN LEGEND

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

ADDISEN PATH



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Name: Brian N. Molinaro
Reg. No. 47504 Date 8-21-2012

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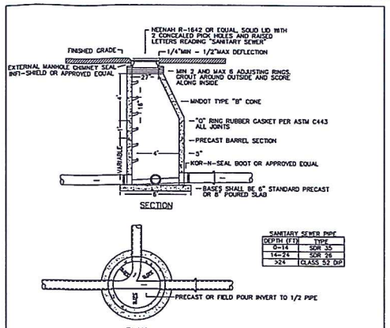
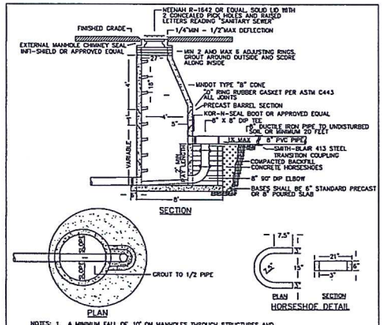


SANITARY SEWER PIPE	
DEPTH (FT)	TYPE
0-14	SDR 35
14-24	SDR 26
524	CLASS 52 DIP

NOTES:
1. A MINIMUM FALL OF .10' ON MANHOLES THROUGH STRUCTURES AND A MINIMUM FALL OF .20' ON MANHOLES WITH 90° BENDS IS REQUIRED.
2. MANHOLES SHALL BE INSTALLED AT DISTANCES NO GREATER THAN 400' APART.
3. MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
4. GROUT ALL DOGHOUSES AND LIFT HOLES.
5. MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
6. SERVICES SHALL NOT ENTER MANHOLES.
7. OUTSIDE DROPS ARE REQUIRED WHEN THE LOWEST AND HIGHEST INVERT ELEVATION DIFFERENCES EXCEED 2'. FOR ALL DROPS LESS THAN 2', SLOPED BENCHES ARE REQUIRED.
8. AN EXTERNAL MANHOLE CHIMNEY SEAL SHALL BE INSTALLED AROUND THE RINGS AND CASTING.

SANITARY STANDARD MANHOLE
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. SAN-01



NOTES:
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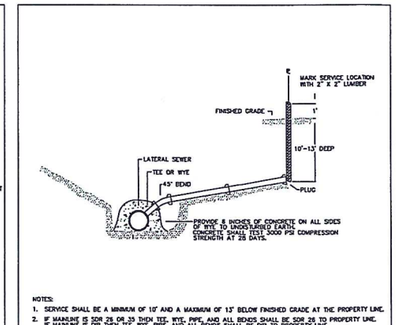
2. MANHOLES SHALL BE INSTALLED AT DISTANCES NO GREATER THAN 400' APART.
3. MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
4. GROUT ALL DOGHOUSES AND LIFT HOLES.
5. MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
6. SERVICES SHALL NOT ENTER MANHOLES.
7. NO CONSTRUCTED INSIDE DROPS ALLOWED.
8. HORSESHOES FILLED WITH CONCRETE MORTAR ON ALL SIDES.
9. AN EXTERNAL MANHOLE CHIMNEY SEAL SHALL BE INSTALLED AROUND THE RINGS AND CASTING.
10. ALL CONNECTIONS BETWEEN DIP AND PVC SHALL BE MADE WITH SMITH BLAIR 413 STEEL TRANSITION COUPLING OR APPROVED EQUAL.

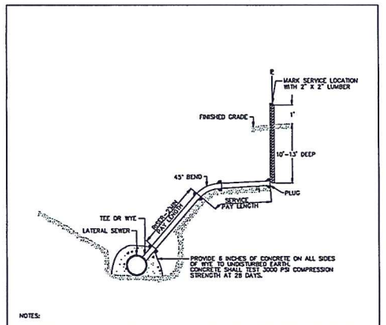
SANITARY SEWER PIPE	
DEPTH (FT)	TYPE
0-14	SDR 35
14-24	SDR 26
524	CLASS 52 DIP

SANITARY DROP MANHOLE
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. SAN-02



NOTES:
1. SERVICE SHALL BE A MINIMUM OF 10' AND A MAXIMUM OF 13' BELOW FINISHED GRADE AT THE PROPERTY LINE.
2. IF MAINLINE IS SDR 26 OR 35 THEN TEE, WYE, PIPE, AND ALL BENDS SHALL BE SDR 26 TO PROPERTY LINE. IF MAINLINE IS DIP THEN TEE, WYE, PIPE, AND ALL BENDS SHALL BE DIP TO PROPERTY LINE.
3. TEE, WYE, PIPE, AND ALL BENDS SHALL BE A MINIMUM OF 4" FOR RESIDENTIAL AND 6" FOR COMMERCIAL.
4. MINIMUM SLOPE FOR 4" AND 6" SERVICE PIPE IS 2% AND 1% RESPECTIVELY.
5. CLEANOUTS REQUIRED FOR EVERY 100' OF SERVICE.
6. ALL SEWER SERVICES SHALL HAVE A 2"X2" WOOD LOCATION MARKER PLACED AT END OF SERVICE. MARKER SHALL EXTEND 1' ABOVE GRADE.
7. PLUG WATERTIGHT WITH MATERIALS IDENTICAL TO SERVICE MATERIALS.

TYPICAL SANITARY SEWER CONNECTION
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. SAN-03



NOTES:
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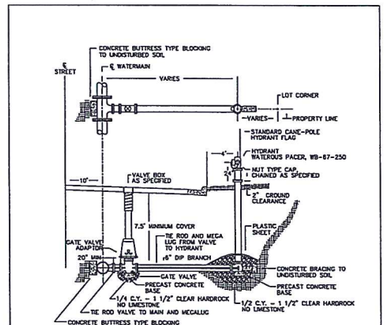
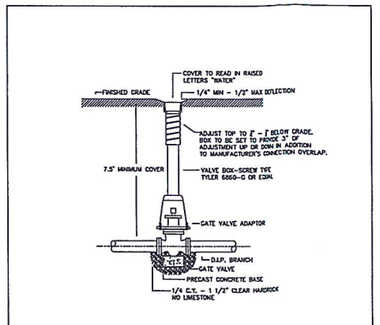
2. IF MAINLINE IS SDR 26 OR 35 THEN TEE, WYE, PIPE, AND ALL BENDS SHALL BE SDR 26 TO PROPERTY LINE. IF MAINLINE IS DIP THEN TEE, WYE, PIPE, AND ALL BENDS SHALL BE DIP TO PROPERTY LINE.
3. TEE, WYE, PIPE, AND ALL BENDS SHALL BE A MINIMUM OF 4" FOR RESIDENTIAL AND 6" FOR COMMERCIAL.
4. MINIMUM SLOPE FOR 4" AND 6" SERVICE PIPE IS 2% AND 1% RESPECTIVELY.
5. CLEANOUTS REQUIRED EVERY 100' OF SERVICE.
6. ALL SEWER SERVICES SHALL HAVE A 2"X2" WOOD LOCATION MARKER PLACED AT END OF SERVICE. MARKER SHALL EXTEND 1' ABOVE GRADE.
7. PLUG WATERTIGHT WITH MATERIALS IDENTICAL TO SERVICE MATERIALS.

DEEP SANITARY SEWER CONNECTION
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. SAN-04



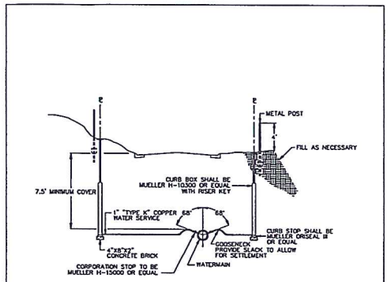
NOTES:
1. ALL HYDRANTS MUST BE 5.0' BURY UNLESS SHOWN OTHERWISE.
2. ALL HYDRANT VALVES TO BE LOCATED IN STREET.
3. GATE VALVES TO CONFORM WITH AWWA C509-80 STANDARDS.
4. TIE RODS TO BE 5/8" DIAMETER THREADED STEEL.
5. ALL TIE RODS TO BE SPRAYED WITH A BITUMINOUS COAL TAR PROTECTIVE COATING (I.E. LOCTITE HEAVY DUTY RUBBERIZED UNDERCOATING, OR APPROVED EQUAL.
6. ALL WATERMAIN BOLTS ARE CORE-BLUE OR APPROVED EQUAL.
7. POURED CONCRETE OR PRECAST BLOCKS TO BE USED FOR BRACING. (NO WOOD, CURBING, SIDEWALK, ETC.)
8. ALL JOINTS MUST BE RESTRAINED.

HYDRANT INSTALLATION
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. WTR-01



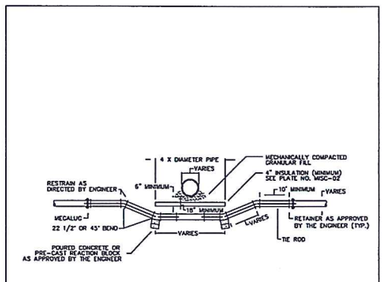
NOTES:
1. HYDRANT, STUB, & SERVICE VALVES SHALL BE RODDED TO THE MAIN.
2. GATE VALVES TO CONFORM WITH AWWA C509-80 STANDARDS.
3. TIE RODS TO BE 5/8" DIAMETER THREADED STEEL.
4. ALL TIE RODS TO BE SPRAYED WITH A BITUMINOUS COAL TAR PROTECTIVE COATING (I.E. LOCTITE HEAVY DUTY RUBBERIZED UNDERCOATING, OR APPROVED EQUAL.
5. ALL WATERMAIN BOLTS ARE CORE-BLUE OR APPROVED EQUAL.
6. NO INSIDE ADJUSTMENT SECTIONS ALLOWED (E. NO INSERTS).
7. MARKING POST SHALL BE INSTALLED AT ALL GATE VALVES LOCATED OUTSIDE OF STREET SECTIONS. SEE PLATE NO. MISC-01.

VALVE BOX INSTALLATION
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. WTR-02



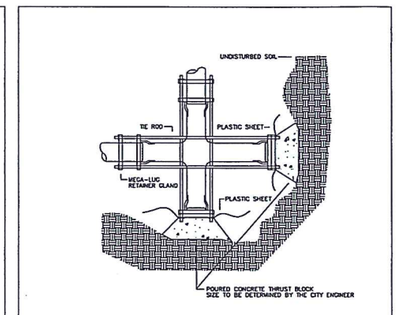
NOTES:
1. NO COPPER TO COPPER CONNECTIONS SHALL BE MADE IN THE PUBLIC RIGHT OF WAY.
2. COPPER SERVICE SHALL NOT EXTEND BEYOND THE CURB BOX (NO PIGTAILS).
3. INSTALL CURB BOX WITH RISER KEY.
4. CURB BOX TO BE PLACED AT HALF EXTENSION.
5. FORD TYPE A-1 SINGLE LID COVER (4" BURY DEPTH) OR EQUAL FOR CURB BOXES IN DRIVEWAYS, SIDEWALKS, OR PARKING AREAS.
6. INSTALL METAL TEE FENCE POST 6" TO 12" BEHIND CURB BOX LOCATION. FENCE POST SHALL BE GREEN WITH TOP PAINTED BLUE.

TYPICAL RESIDENTIAL WATER SERVICE
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. WTR-03



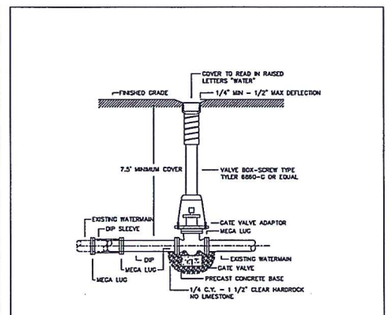
NOTE:
1. ALL TIE RODS TO BE SPRAYED WITH A BITUMINOUS COAL TAR PROTECTIVE COATING (I.E. LOCTITE HEAVY DUTY RUBBERIZED UNDERCOATING OR APPROVED EQUAL)
2. TIE RODS TO BE 5/8" DIAMETER THREADED STEEL.
3. ALL WATERMAIN BOLTS ARE CORE-BLUE OR APPROVED EQUAL.
4. PVC MEGALUGS WILL BE USED ON ALL CAST IRON PIPE.

WATERMAIN ADJUSTMENT
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. WTR-05



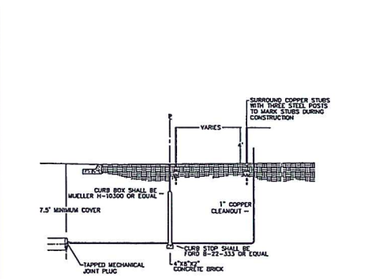
NOTES:
1. TYING BACK PLUG (TIE RODS) SHALL BE DONE IN ADDITION TO THRUST BLOCKING.
2. TIE RODS TO BE 5/8" DIAMETER THREADED STEEL.
3. ALL TIE RODS TO BE SPRAYED WITH A BITUMINOUS COAL TAR PROTECTIVE COATING (I.E. LOCTITE HEAVY DUTY RUBBERIZED UNDERCOATING OR APPROVED EQUAL.
4. TYING BACK PLUG IS INCIDENTAL TO WATERMAIN INSTALLATION.
5. ALL WATERMAIN BOLTS ARE CORE-BLUE OR APPROVED EQUAL.
6. POURED CONCRETE OR PRECAST BLOCKS TO BE USED FOR BLOCKING (NO WOOD, CURBING, SIDEWALK, ETC.)
7. PRECAST BLOCKS (MANHOLE BLOCKS OR EQUAL) MAY BE USED ON 8" OR 8" WATERMAIN.
8. PLASTIC SHEETING SHALL BE WRAPPED AROUND PLUG PRIOR TO POURING CONCRETE.
9. CONCRETE SHALL NOT BE POURED AROUND SIDES OF PLUG.
10. CONCRETE SHALL BE 4000 PSI.
11. ALL SERVICE STUBS AND FUTURE WATERMAIN EXTENSIONS MUST HAVE A 1" CORP AND 1" TYPE "K" BLEED OFF AS DIRECTED BY THE CITY ENGINEER.

TYPICAL WATERMAIN PLUG
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. WTR-06



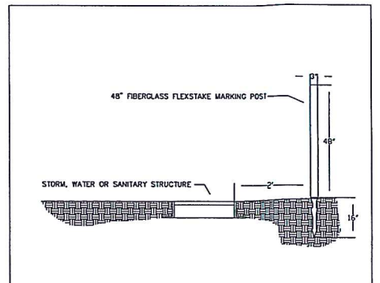
NOTES:
1. GATE VALVES TO CONFORM WITH AWWA C509-80 STANDARDS.
2. ALL WATERMAIN BOLTS ARE CORE-BLUE OR APPROVED EQUAL. ALL WATERMAIN CONNECTIONS TO EXISTING CIP SHALL USE MEGA LUGS USED FOR PVC.
3. NO INSIDE ADJUSTMENT SECTIONS ALLOWED (E. NO INSERTS).
4. PVC MEGA LUG FOR CIP CONNECTIONS STANDARD MEGA LUG FOR DIP CONNECTIONS

CUT-IN VALVE BOX INSTALLATION
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. WTR-10



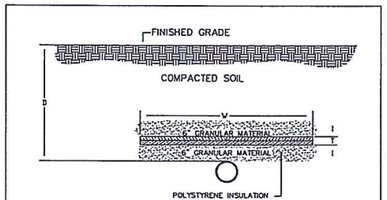
NOTES:
1. NO COPPER TO COPPER CONNECTIONS SHALL BE MADE IN THE PUBLIC RIGHT OF WAY.
2. INSTALL CURB BOX WITH RISER KEY.
3. CURB BOX TO BE PLACED AT HALF EXTENSION.
4. FORD TYPE A-1 SINGLE LID COVER (4" BURY DEPTH) OR EQUAL FOR CURB BOXES IN DRIVEWAYS, SIDEWALKS, OR PARKING AREAS.
5. INSTALL METAL TEE FENCE POST 6" TO 12" BEHIND CURB BOX LOCATION. FENCE POST SHALL BE GREEN WITH TOP PAINTED BLUE.

FLUSHING SERVICE



NOTES:
1. MARKING POSTS SHALL BE INSTALLED AT ALL GATE VALVES, MANHOLES OR CATCH BASINS LOCATED OUTSIDE OF STREET SURFACES.
2. MARKER POSTS SHALL BE BLUE IN COLOR FOR WATER STRUCTURES AND GREEN IN COLOR FOR STORM AND SANITARY SEWER STRUCTURES.

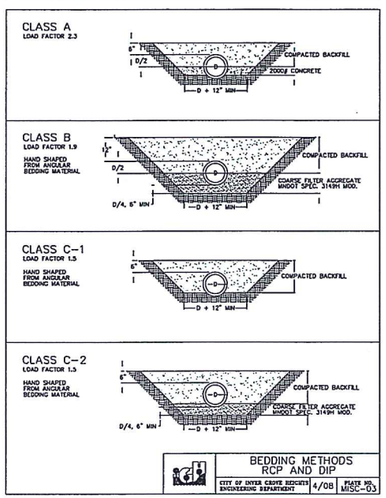
MARKING POST
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. MISC-01



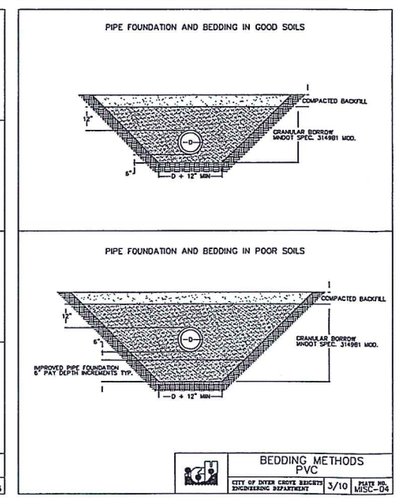
DEPTH TO TOP OF PIPE	WIDTH OF INSULATION W	THICKNESS OF INSULATION
2'-3'	12"	4"
3'-4'	10"	4"
4'-5'	8"	4"
5'-6'	6"	2"
6'-7'	4"	2"
7'+	NONE	NONE

NOTE:
1. INSULATION SHALL BE EXTRUDED RIGID BOARD MATERIAL HAVING A THERMAL CONDUCTIVITY OF 0.23 BTU/HR/SQUARE FOOT/DEGREE FAHRENHEIT/PER INCH OF THICKNESS MAXIMUM AT 40° F MEAN, A COMPREHENSIVE STRENGTH OF 35 PSI MINIMUM AND WATER ABSORPTION OF .25 PERCENT BY VOLUME MAXIMUM.
2. UTILITIES WITH SEPERATION UNDER 30" REQUIRE 4" INSULATION, 8' WIDE

INSULATION DETAIL
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. MISC-02



BEDDING METHODS RCP AND DIP
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 4/08 | PLATE NO. MISC-03



BEDDING METHODS PVC
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. MISC-04

NOTE: RIM ELEVATIONS WERE SHOT PRIOR TO WEAR COURSE PLACEMENT.

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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: Brian N. Molinaro
Reg. No. 47504 Date 8-21-2012

Revisions
1. 9-19-2012 CITY REVISIONS
2. 10-3-2012 CITY REVISIONS
3. 10-8-2012 SANITARY SEWER
4. 1-23-13 5TH RECORD PLANS
5. 4-8-13 7TH ADDITION

Date	8-21-2012
Designed	PJC/BNM
Drawn	BNM

UTILITY DETAILS

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

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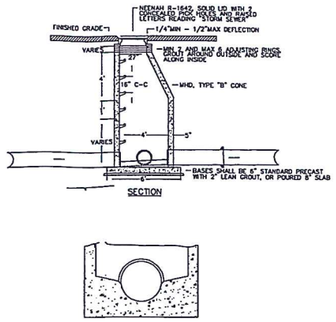
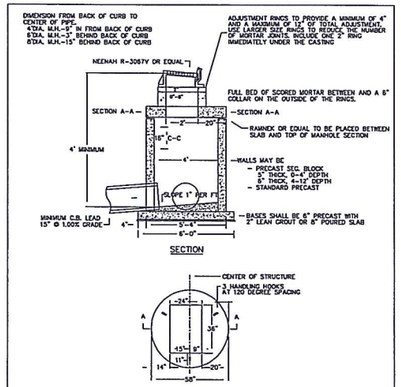


SECTION

NOTES:
1. ALL MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
2. MANHOLE STEPS SHALL BE PLACED SO THAT OFFSET VERTICAL PORTION OF CONE IS FACING DOWNSTREAM.
3. PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
4. GROUT ALL LIFT HOLES.
5. MARKING POSTS SHALL BE INSTALLED AT ALL MANHOLES LOCATED OUTSIDE OF STREET SECTION. SEE PLATE NO. MISC-01.
6. MINIMUM 48" DIAMETER WHEN PIPE IS 36" OR SMALLER
   MINIMUM 72" DIAMETER WHEN PIPE IS LARGER THAN 36"

STORM STANDARD MANHOLE

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STM-01



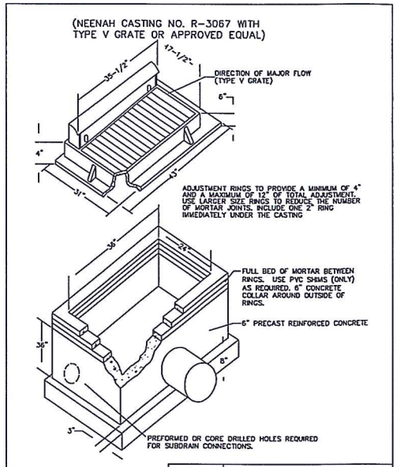
SECTION

PLAN

NOTES:
1. ALL CATCH BASIN/MANHOLES MUST BE A MINIMUM OF 4' IN DEPTH.
2. PROVIDE POURED CONCRETE INVERTS AND DOGHOUSES.
3. GROUT ALL LIFT HOLES.
4. DRAINTILE SHALL BE INSTALLED AT ALL LOW POINTS. SEE PLATE NO. STM-09.
5. STEPS SHALL BE PLACE IN EITHER FRONT CORNER DEPENDING ON PIPE CONFIGURATION.

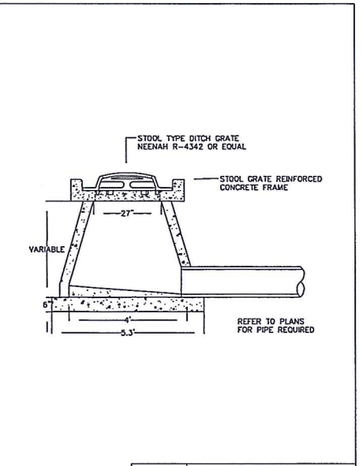
CATCH BASIN/MANHOLE WITH RECTANGULAR LID

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STM-02



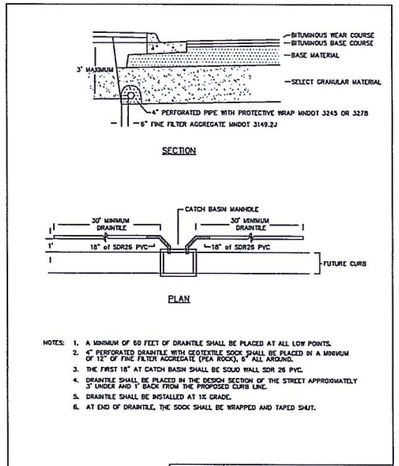
2' x 3' CATCH BASIN

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STM-03



TYPE "G" CATCH BASIN

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STM-04



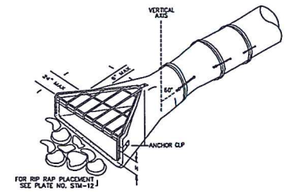
SECTION

PLAN

NOTES:
1. A MINIMUM OF 50 FEET OF DRAINTILE SHALL BE PLACED AT ALL LOW POINTS.
2. 4" PERFORATED DRAINTILE WITH GEOTEXTILE SOCK SHALL BE PLACED IN A MINIMUM OF 12" OF FINE FILTER AGGREGATE (PEA ROCK), 6" ALL AROUND.
3. THE FIRST 18' AT CATCH BASIN SHALL BE SOLID WALL SDR 26 PVC.
4. DRAINTILE SHALL BE PLACED IN THE DESIGN SECTION OF THE STREET APPROXIMATELY 3' UNDER AND 1' BACK FROM THE PROPOSED CURB LINE.
5. DRAINTILE SHALL BE INSTALLED AT 1% GRADE.
6. AT END OF DRAINTILE, THE SOCK SHALL BE WRAPPED AND TAPED SHUT.

DRAINTILE AT LOW POINTS

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STM-09



ISOMETRIC

TIE BOLT & FASTENER ASSEMBLY

TRASH GUARD SIZING

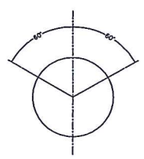
PIPE SIZE (IN.)	BOLT DIAMETER (IN.)	BARS (IN.)	H (IN.)
15	5/8	3/4	4
18	5/8	3/4	4
21	3/4		5
24	3/4		5
27	3/4		5
30	3/4		5
36	3/4		6
42	3/4		6
48	1	1 1/4	7

NOTES:
1. USE TWO TIE BOLT FASTENERS PER JOINT INSTALLED AT 60° FROM TOP OF PIPE.
2. LAST THREE JOINTS SHALL BE TIED.
3. TYING AND TRASH GUARD SHALL BE INCLUDED IN UNIT PRICE BID FOR END SECTION.
4. BARS AND PLATES ARE HOT-ROLLED STEEL.
5. BARS, PLATES, PIPE, AND BOLTS ARE GALVANIZED.
6. VERTICAL OPENING SHALL BE A MAXIMUM OF 6" AND A MINIMUM OF 4" HIGH

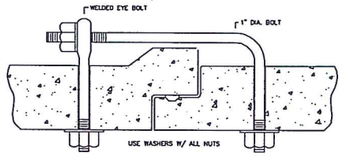
RIP-RAP REFERENCE
CITY PLATE STM-12

STANDARD FLARED END SECTION AND TRASH GUARD

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STM-10

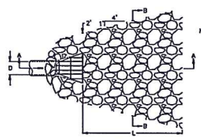


TIE PLACEMENT



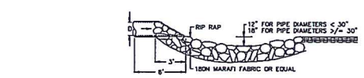
PIPE TIE DETAIL

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STM-11

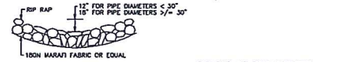


PLAN

NOTE: 180N MARAFI FABRIC OR EQUAL SHALL COVER THE AREA OF THE RIPRAP AND EXTEND UNDER THE FLARED END SECTION 6 FEET.
RIPRAP SHALL EXTEND UNDER THE FLARED END SECTION 3 FEET.



SECTION A-A



SECTION B-B

RIP RAP AT RCP OUTLETS

DIAMETER OF ROUND PIPE (IN.)	L (FT.)	CLASS II (6") 12" DEPTH (CY)	CLASS II (6") 6" DEPTH (CY)	CLASS III (9") 18" DEPTH (CY)	CLASS III (9") 9" DEPTH (CY)	CLASS IV (12") 24" DEPTH (CY)	CLASS IV (12") 12" DEPTH (CY)
15	8	3.2	1.8	5.4	2.7	7.0	3.5
18	10	4.5	2.3	6.8	3.4	8.8	4.4
21	10	4.8	2.4	7.3	3.7	9.4	4.8
24	12	6.1	3.1	9.2	4.6	11.9	6.0
27	12	6.5	3.3	9.9	4.9	12.8	6.4
30	14	8.0	4.0	11.9	5.9	15.3	8.0
36	16	10.0	5.0	15.6	7.5	20.0	10.0
42	18	11.7	5.9	17.6	8.8	23.5	11.7
48	20	13.8	6.9	20.70	10.4	27.6	13.8

RIP RAP

CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STM-12

NOTE: RIM ELEVATIONS WERE SHOT PRIOR TO WEAR COURSE PLACEMENT.

07-ENG-112118-SHEET-DTLS-STRM.dwg

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STORM DETAILS

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16972 BRANDTJEN FARM DR.
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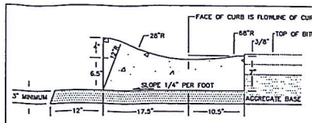
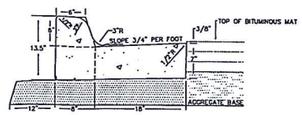


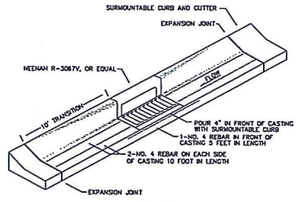
SURMOUNTABLE CURB



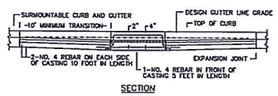
B618 CURB

NOTES:
1. FOR CATCH BASIN TRANSITIONS SEE PLATE NO. STR-07.
2. EXPANSION SHALL BE PLACED AT ALL CATCH BASIN TRANSITIONS AND AT ALL BEGINNING AND END RADII.
3. CONTRACTION JOINTS SHALL BE PLACED EVERY 10 FEET.
4. FOUR #4 REINFORCING RODS, TWO PER SIDE, AT ALL CATCH BASINS, MINIMUM 10 FEET.
5. ONE #4 REINFORCING ROD IN FRONT OF CASTING, MINIMUM 5 FEET FOR SURMOUNTABLE CURB.

CURB & GUTTER
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STR-06



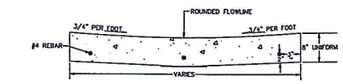
ISOMETRIC



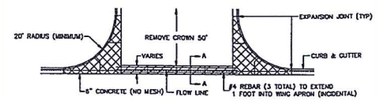
SECTION

NOTES:
1. SURMOUNTABLE CURB AND GUTTER TO BE FORMED INTO B618 CURB AT CATCH BASINS.
2. ALL CATCH BASINS SHALL HAVE 4" OF CONCRETE IN FRONT OF CASTING.
3. VANES SHALL BE PLACED TO INTERCEPT STORM WATER.
4. 8" CATCH BASIN FALLS IN DRIVEWAY NEENAH 3510 OR EQUAL SHALL BE USED.
5. CATCH BASIN GRATE SHALL BE DEPRESSED 2" BELOW DESIGN GUTTER LINE GRADE. (MAINTAIN GRADE AT TOE OF CURB).
6. 8" CURB IS B618. TRANSITION FROM 28" TO 24" IN THE ADJOINING 10'.

CATCH BASIN TRANSITION
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STR-07



CONCRETE SWALE – SECTION A-A



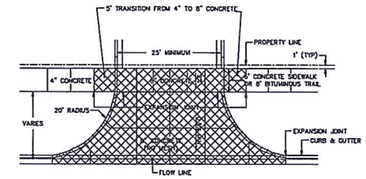
PLAN

NOTE: CONCRETE PANELS SHALL NOT EXCEED 100 SQ. FT.

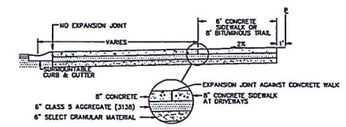
PAID AS 6" 90MG APRON

PAID AS CONCRETE VALLEY GUTTER

TYPICAL VALLEY GUTTER
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 2/10 | PLATE NO. STR-08



PLAN

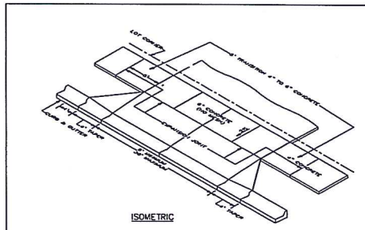


SECTION

NOTES:
1. CONCRETE PANELS SHALL NOT EXCEED 100 SQ FT.
2. TRANSITION CURB FROM FULL HEIGHT AT STREET TO MATCH AT SIDEWALK.
3. SIDEWALK PANELS SHALL BE FORMED 1 FOOT FROM PROPERTY LINE.
4. CURB, DRIVEWAY, AND SIDEWALK WILL BE POURED SEPARATELY

PAID AS 8" CONCRETE PAVEMENT

NON RESIDENTIAL DRIVEWAY WITH SIDEWALK
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STR-09



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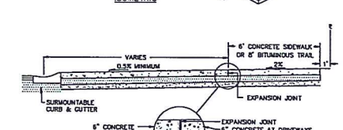
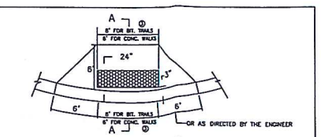


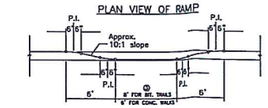
SECTION

NOTES:
1. CONCRETE PANELS SHALL NOT EXCEED 81 SQ FT.
2. SIDEWALK PANELS SHALL BE FORMED 1 FOOT FROM PROPERTY LINE.
3. CURB, SIDEWALK AND DRIVEWAY SHALL BE POURED SEPERATELY.

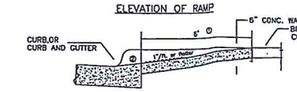
RESIDENTIAL DRIVEWAY WITH SIDEWALK
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STR-10



PLAN VIEW OF RAMP



ELEVATION OF RAMP

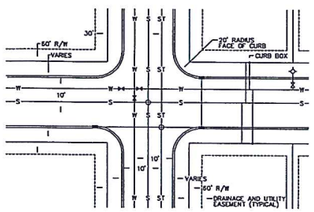


SECTION A-A

NOTES:
PEDESTRIAN CURB RAMPS SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE PER EACH. THE RAMP AND TRUNCATED DOME AREA WILL BE INCLUDED IN THE PER EACH COST. THE AREA INCLUDED FOR PAYMENT OF THE PEDESTRIAN CURB RAMP IS THE ENTIRE AREA OF THE RAMP (5' BACK FROM THE CURB) AND INCLUDES BOTH THE TRUNCATED DOME PORTION AND REGULAR CONCRETE FLATWORK IN THE PAY AREA. ANY LANDING AREA BEHIND THE PEDESTRIAN RAMP WILL BE PAID FOR AS CONCRETE WALK. TRUNCATED DOME SHALL BE NON-PAINTED, EAST CRAY RIDGE, NEENAH R-4984 (DETECTABLE WARNING PLATE) OR EQUAL.

① 8" DIMENSION MAY BE INCREASED TO PROVIDE A 1"/FT. OR FLATER SLOPE.
② THE 1"/FT. SLOPE SHALL EXTEND THROUGH THE CURB TO THE GUTTER WITH NO LIP AT THE GUTTER SECTION.
③ THE 6" OR 8" DIMENSION MAY BE MODIFIED AT THE DIRECTION OF THE CITY ENGINEER FOR RETROFIT PROJECTS.

PEDESTRIAN CURB RAMP
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 6/10 | PLATE NO. STR-12



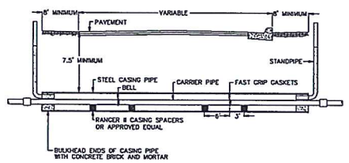
NOTES:
1. A PERMIT IS REQUIRED TO WORK IN THE PUBLIC ROW. THIS INCLUDES INSTALLATION OF SMALL UTILITIES. CONTACT THE CITY OF IGH'S ENGINEERING DEPARTMENT TO OBTAIN THE PERMIT OR FOR FURTHER INFORMATION 651-450-2500.
2. ALL UTILITIES INCLUDING ABOVE GROUND TRANSFORMERS AND PEDESTALS TO BE IN EASEMENT, BUT LOCATED A MINIMUM OF 10' FROM CITY FACILITIES OR STRUCTURES.

SANITARY SEWER
1. SANITARY SEWER SHALL BE PLACED ON CENTERLINE.
2. SANITARY MANHOLES SHALL BE SPACED A MAXIMUM OF 400 FEET.
3. SANITARY SERVICES TO BE LOCATED DOWNSTREAM OF WATERMAIN SERVICES.

WATERMAIN
1. WATERMAIN OFFSET 10' NORTH OR WEST OF CENTERLINE.
2. HYDRANTS SHALL BE LOCATED 4' BACK OF CURB.
3. CURB BOX TO BE INSTALLED AT THE PROPERTY LINE.
4. WATERMAIN SERVICES TO BE LOCATED UPSTREAM FROM SANITARY SERVICES.
5. ALL GATE VALVES SHALL BE IN THE STREET UNLESS OTHERWISE NOTED.

STORM SEWER
1. STORM SEWER SHALL BE PLACED 10' SOUTH OR EAST OF CENTERLINE OR UNDER CURB ON OPPOSITE SIDE OF WATERMAIN.
2. CATCH BASINS TO BE AT END OF RADIUS.

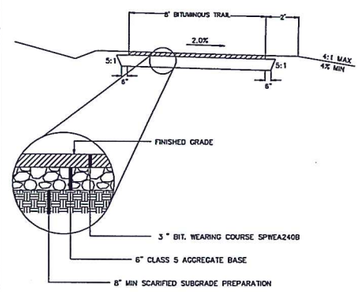
INTERSECTION DETAIL
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STR-13



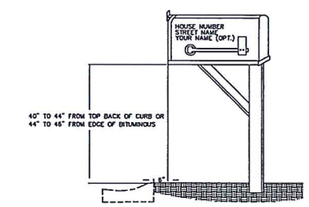
NOTES:
1. CASING PIPE TO BE WELDED STEEL WITH A MINIMUM YIELD STRENGTH OF 35,000 PSI. STEEL CASING PIPE COATING PER ASTM A139, GRADE B RED MILL ON THE INSIDE AND OUTSIDE OF THE PIPE SHALL BE COAL TAR ENAMEL COATED PER AWWA C203.
2. STANDPIPE SHALL BE CUT OFF ALL BE CAPPED 2' BELOW FINISHED GRADE .
3. WATER MAIN CONDUCTIVITY SHALL MEET CITY SPEC 1034.2.7.A

PIPE SIZE CHART		
CARRIER PIPE	CASING DIAMETER	CASING THICKNESS
6"	14"	0.250
8"	16"	0.250
10"	18"	0.312
12"	24"	0.375
18"	30"	0.438
24"	40"	0.500

JACKING DETAIL
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STR-14



BITUMINOUS TRAIL
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STR-15



NOTES:
1. BOX SHALL EXTEND AS FAR IN FRONT OF SUPPORT POST AS POSSIBLE. (THIS PREVENTS POSSIBLE SNOW PLOW DAMAGE)
2. LIST NAME AND ADDRESS ON SIDE OF BOX FROM WHICH CARRIER APPROACHES. LETTERS SHALL BE ABOUT ONE INCH HIGH.
3. BOX MUST BE LOCATED SO CARRIER CAN SERVE WITHOUT LEAVING VEHICLE.

MAIL BOX INSTALLATION
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT | 3/10 | PLATE NO. STR-16

NOTE: RIM ELEVATIONS WERE SHOT PRIOR TO WEAR COURSE PLACEMENT.

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Reg. No. 47504 Date 8-21-2012

Revisions
1. 9-19-2012 CITY REVISIONS
2. 10-3-2012 CITY REVISIONS
3. 10-8-2012 SANITARY SEWER
4. 1-23-13 5TH RECORD PLANS
5. 4-8-13 7TH ADDITION

Date	8-21-2012
Designed	PJC/BNM
Drawn	BNM

STREET DETAILS

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

07-ENG-112118-SHEET-DTLS-ROAD.dwg

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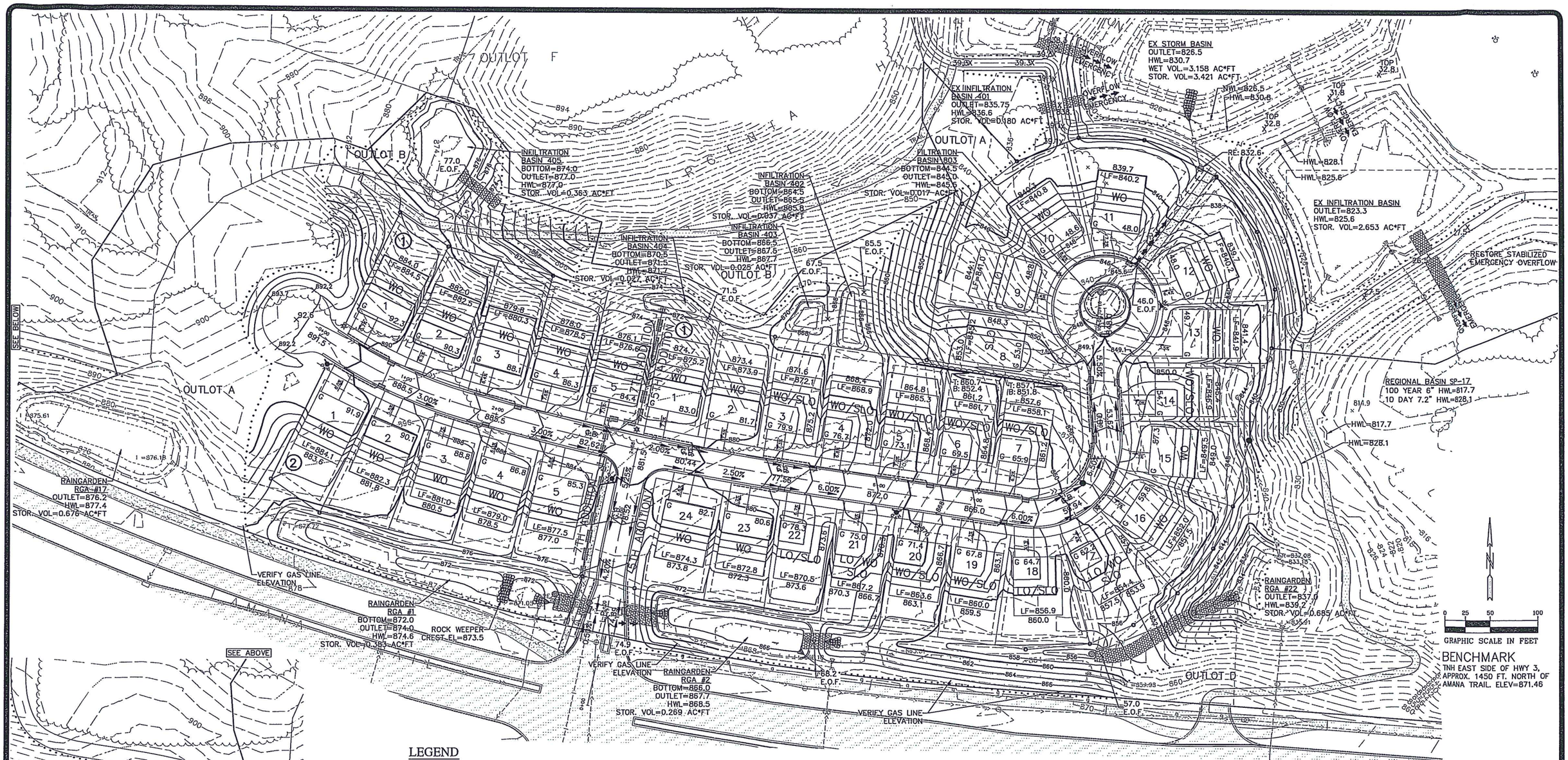

BENCHMARK

TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

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 STRUCTURE
			EXISTING STORM SEWER
			PROPOSED STORM SEWER
			FUTURE STORM SEWER
			DRAINTILE
			SURMOUNTABLE CURB & GUTTER
			B-STYLE CURB & GUTTER
			RIBBON CURB & GUTTER

	PHASE LINE
	EASEMENT LINE
902	EXISTING 2' CONTOUR LINE
900	EXISTING 10' CONTOUR LINE
902	PROPOSED 2' CONTOUR LINE
900	PROPOSED 10' CONTOUR LINE
OUTLET=987.0	POND OUTLET LINE
HWL=900.2	POND HIGH WATER LINE
84.3	PROPOSED SPOT ELEVATION
	EMERGENCY OVERFLOW
	DELINEATED WETLAND LINE
	FEMA FLOODPLAIN BOUNDARY
	TREE FENCE
	RETAINING WALL
C	CONSERVATION AREA SIGN
W	WETLAND BUFFER SIGN
	EX. CULVERT
oh	EX. OVERHEAD UTILITY LINES
tv	EX. UNDERGROUND TELEVISION LINE
t	EX. UNDERGROUND TELEPHONE LINE
fo	EX. UNDERGROUND FIBER OPTIC LINE
e	EX. UNDERGROUND ELECTRIC LINE

g	EX. UNDERGROUND GAS LINE
x	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
WELL	EX. WATER 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
	OPEN SPACE SIGN

GRADING AREA EARTHWORK
CUT: 97,040 CU.YD.
FILL: 12,350 CU.YD.

NOTE:
RETAINING WALL DESIGN BY OTHERS.
FENCE REQUIRED ON WALLS OVER 4' TALL.

07-ENG-112118-SHEET-GRAD.DWG

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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: Brian N. Molinaro
Reg. No. 47504 Date 8-21-2012

Revisions
1. 9-19-2012 CITY REVISIONS
2. 10-3-2012 CITY REVISIONS
3. 10-8-2012 REVISED SWALE BEHIND LOTS 18-20
4. 10-22-2012 REVISED E.O.F. BEHIND LOTS 17-18
5. 4-8-2013 7TH ADDITION

Date	8-21-2012
Designed	PJC/BNM
Drawn	BNM

GRADING PLAN

160 INVESTMENTS, LLC
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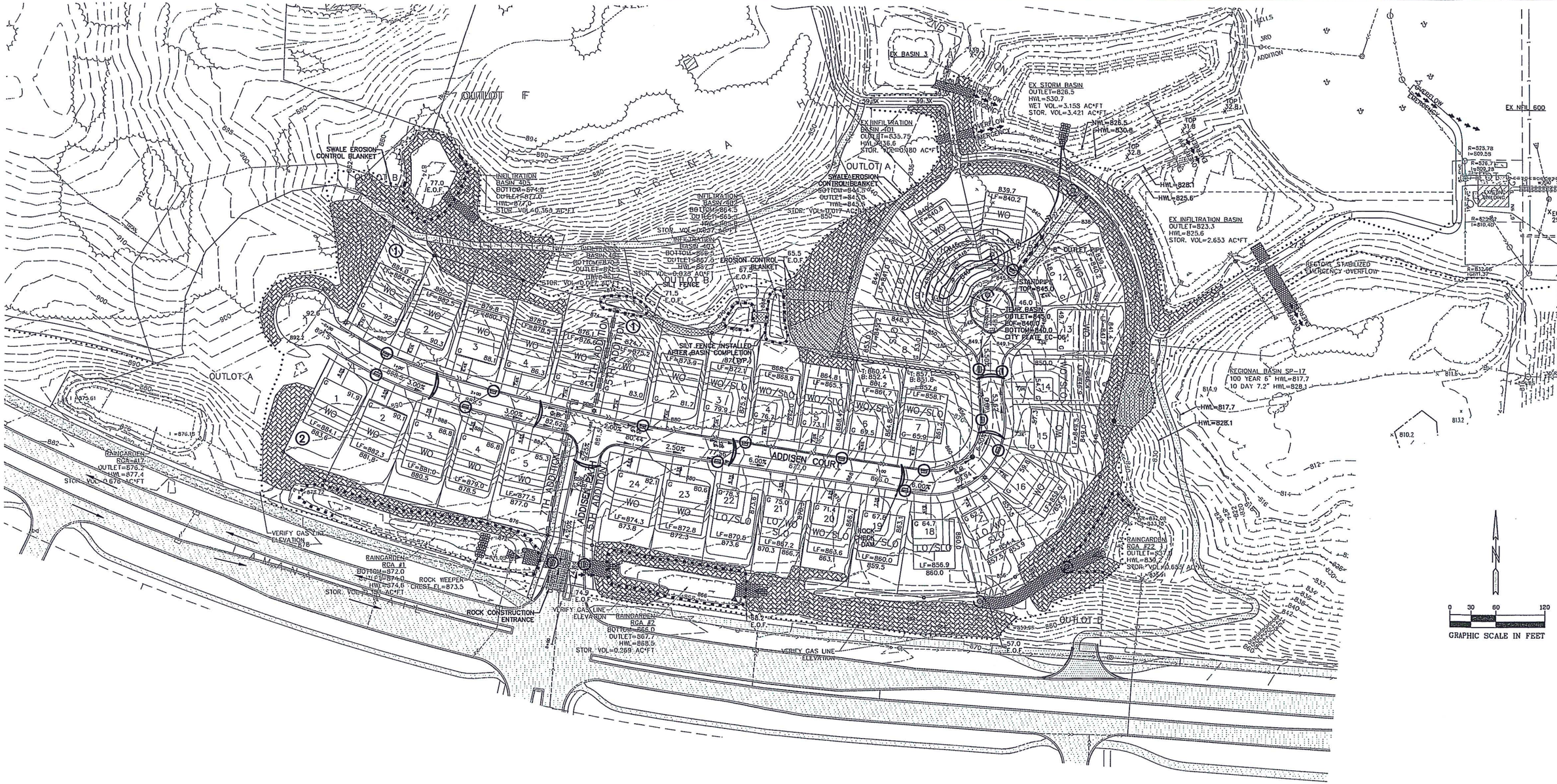

GRAVEL CONST. ENTRANCE

CAT. 2 EROSION CONTROL BLANKET

CAT. 4 EROSION CONTROL BLANKET

CAT. 6 EROSION CONTROL BLANKET

YARD CATCH BASIN INLET PROTECTION

STREET CATCH BASIN INLET PROTECTION

ROCK CHECK DAM

EROSION CONTROL FENCE INSTALLED PRIOR TO GRADING

EROSION CONTROL FENCE INSTALLED AFTER BASIN CONSTRUCTION

NOTE:
APPLY FIBER BLANKET TO ALL 3:1 SLOPES.

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

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EROSION CONTROL PLAN

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ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

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NOTE:
AREA GRADED & COMPACTED PER BRAUN INTERTEC RECOMMENDATIONS. ALL AREAS INCLUDING STREET ARE COMPACTED & TESTED BY BRAUN INTERTEC. REPORTS TO FOLLOW.

GRAVEL CONST. ENTRANCE
CAT. 2 EROSION CONTROL BLANKET
CAT. 4 EROSION CONTROL BLANKET
CAT. 6 EROSION CONTROL BLANKET
YARD CATCH BASIN INLET PROTECTION
STREET CATCH BASIN INLET PROTECTION
ROCK CHECK DAM
EROSION CONTROL FENCE INSTALLED PRIOR TO GRADING
EROSION CONTROL FENCE INSTALLED AFTER BASIN CONSTRUCTION

N

0 40 80 160
GRAPHIC SCALE IN FEET

OUTLOT F
STOCKPILE HYDROMULCH
TOPSOIL BERM SEED & MULCH
SILT FENCE
HAUL ROAD
FILL AGAINST HILL MAX SLOPE 3:1 4" TOPSOIL SEED AND MULCH
ROCK CONSTRUCTION ENTRANCE
SILT FENCE
HAUL ROUTE (HIGHWAY TRUCKS)
PROPOSED BUILDING
OUTLOT D
OUTLOT A
OUTLOT B
OUTLOT C
OUTLOT E
ARGENTA HILLS
SWALE EROSION CONTROL BLANKET
INFILTRATION BASIN 401
INFILTRATION BASIN 402
INFILTRATION BASIN 403
EROSION CONTROL BLANKET
SILT FENCE INSTALLED AFTER BASIN COMPLETION
RAINGARDEN RGA #1
RAINGARDEN RGA #2
RAINGARDEN RGA #3
RAINGARDEN RGA #4
VERIFY GAS LINE ELEVATION
EX STORM BASIN
OUTLET=826.5
HWL=830.7
WET VOL.=3.158 AC-FT
STOR. VOL.=3.158 AC-FT
EX INFILTRATION BASIN 401
EX INFILTRATION BASIN
OUTLET=823.3
HWL=825.6
STOR. VOL=2.653
REGIONAL BASIN SP-17
100 YEAR 6" HWL=817.2
10 DAY 7.25 HWL=828.1
CLAY
SILT
CLAY/SAND LAYERS
ROCK CHECK DAM
ROCK WEEPER

NOTE:
APPLY FIBER BLANKET TO ALL 3:1 SLOPES.

BENCHMARK
TNH EAST SIDE OF HWY 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL. ELEV=871.46

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3 OF 5

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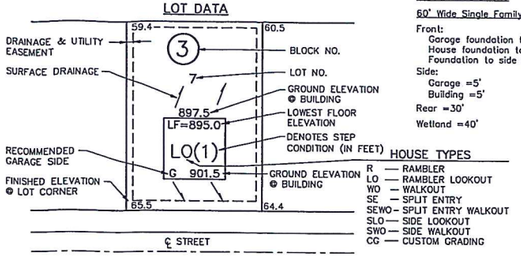
LOT DATA



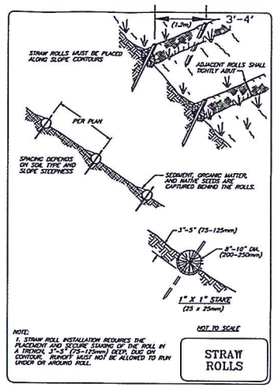
PROJECT SETBACKS

60' Wide Single Family Lots

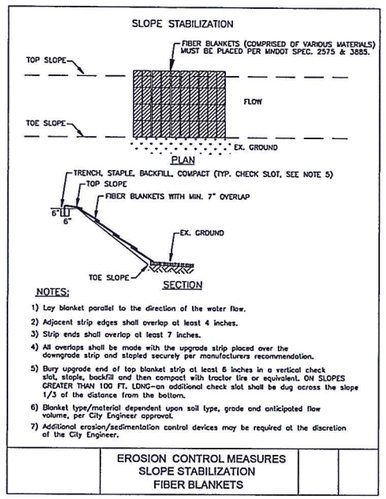
Front:
Garage foundation to R-O-W =20
House foundation to R-O-W =20
Foundation to side street R-O-W =15
Side:
Garage =5'
Building =5'
Rear =30'
Wetland =40'

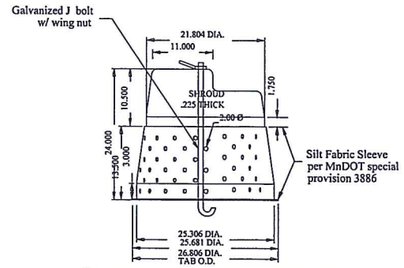
HOUSE TYPES

R — RAMBLER
LO — RAMBLER LOOKOUT
WO — WALKOUT
SE — SPLIT ENTRY
SEWO — SPLIT ENTRY WALKOUT
SLO — SIDE LOOKOUT
SWO — SIDE WALKOUT
CG — CUSTOM GRADING



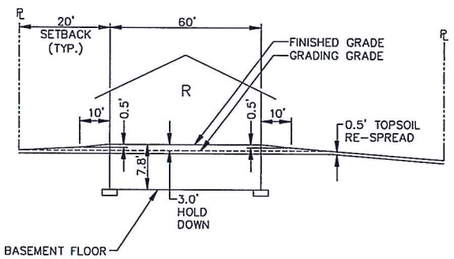
STRAW ROLLS



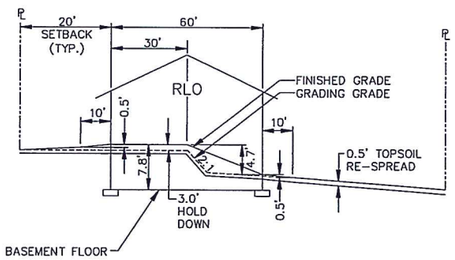


27" INFRASAFE SEDIMENT CONTROL BARRIER—DG
(FOR USE WITH DITCH GRATE INLET CASTINGS)

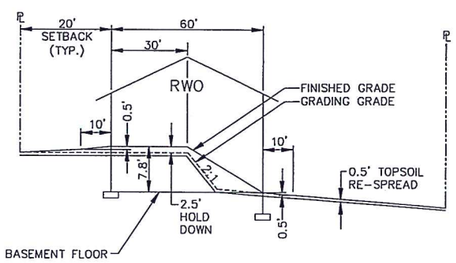
STANDARD DETAIL



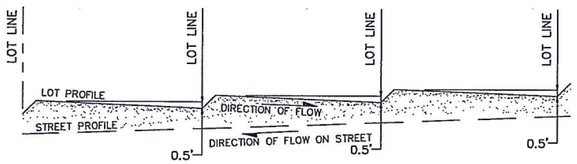
RAMBLER—1
(TYPICAL SECTION NOT TO SCALE)



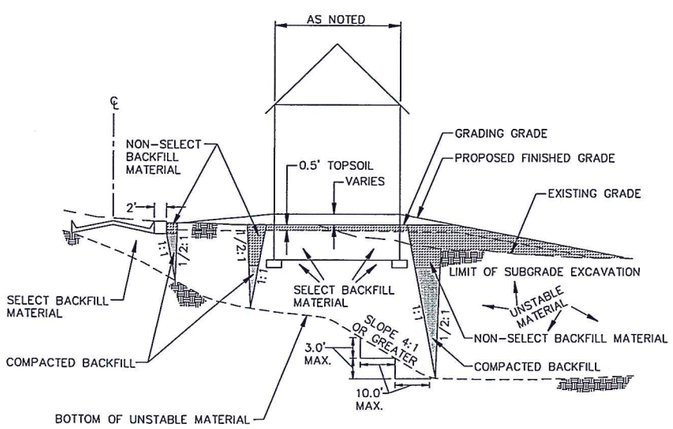
RAMBLER LOOKOUT
(TYPICAL SECTION NOT TO SCALE)



RAMBLER WALKOUT
(TYPICAL SECTION NOT TO SCALE)



LOT BENCHING DETAIL



SUBGRADE CORRECTION
(TYPICAL SECTION NOT TO SCALE)

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GRADING SEQUENCE

1. INSTALL ROCK.CONSTRUCTION ENTRANCE
2. INSTALL PERIMETER SEDIMENT CONTROL DEVICES (SILT FENCE). CLEAR TREES AS NECESSARY TO ALLOW INSTALLATION.
3. INSTALL TREE PROTECTION FENCE
4. CLEAR AND GRUB FOR STORMWATER POND
5. CONSTRUCT STORMWATER PONDS
6. CONTINUE CLEARING AND GRUBBING
7. STOCKPILE TOPSOIL FOR RE-USE
8. COMPLETE SITE GRADING.
9. STABILIZE DENUDED AREAS AND STOCKPILES WITHIN TIME FRAME LISTED IN EROSION PREVENTION PRACTICES
10. INSTALL UTILITIES, STORM SEWER, STORM DRAIN INLET PROTECTION, CURB & GUTTER, & PAVING
11. GRADE RAINGARDEN AND INSTALL SECONDARY EROSION CONTROL PRACTICES AROUND RAINGARDEN PER DETAILS SHEET. INSTALLATION OF FINAL PLANTING MEDIUM AND PLANTS IS TO OCCUR AFTER SUBSTANTIAL SITE BUILD-OUT (FINAL RESTORATION).
12. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE, REMOVE ACCUMULATED SEDIMENT FROM STORMWATER PONDS, REMOVE SEDIMENT CONTROL BMP'S, AND RESEED ANY AREAS DISTURBED.

GENERAL NOTES

1. CONTRACTOR TO ADHERE TO ALL REQUIREMENTS OF THE MINNESOTA POLLUTION CONTROL AGENCY N.P.D.E.S. PERMIT, INCLUDING THE REQUIREMENT TO MINIMIZE THE AREA DISTURBED BY GRADING AT ANY GIVEN TIME AND TO COMPLETE TURF RESTORATION THE TIME REQUIRED BY THE PERMIT AFTER COMPLETION OF
2. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
3. BMP'S REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.
4. ALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) SHALL BE INSTALLED AND IN OPERATION PRIOR TO LAND DISTURBANCE ACTIVITIES. SOME EROSION CONTROLS SUCH AS CHECK DAMS AND TEMPORARY SILT PONDS MAY BE INSTALLED AS GRADING OCCURS IN THE SPECIFIC AREA. THEY SHALL BE MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.
5. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE PERMITTEE SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITEE TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS AND TO PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS THAT MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.
6. ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIPLINE, ROOT ZONES OR WITHIN TREE PROTECTION FENCE AREAS.
7. WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.
8. OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK- BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.
9. TEMPORARY SEED SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 387,; CONSISTING OF:
   - MNDOT MIX 150 @ 40 LBS. PER ACRE OR APPROVED EQUAL.
   - MULCH SHALL BE MNDOT TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
   - TYPE 1 FERTILIZER, 10-10-20 @ 200 LBS. PER ACRE
10. PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
    - MNDOT MIXTURE 250 AT 50 POUNDS PER ACRE.
    - MULCH SHALL BE MNDOT TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.MULCH AT 90 % COVERAGE WITH DISC ANCHOR.
    - TYPE 3 FERTILIZER, 22-5-10 80%W.I.N @ 350 LBS PER ACRE.
    - RESTORATION NEEDS TO OCCUR WITH 72 HOURS OF COMPLETION OF GRADING ACTIVITIES.
11. SLOPES AT 3:1 OR STEEPER, AND/OR WHERE INDICATED ON THE PLANS SHALL BE SEEDED AND HAVE AN EROSION CONTROL BLANKET TYPE 2 INSTALLED OR MAY BE HYDROSEEDED WITH TACKIFER MULCH.
12. THE CONTRACTOR SHALL REMOVE ALL SOILS AND SEDIMENT TRACKED ONTO EXISTING STREETS AND PAVED AREAS.
13. IF BLOWING DUST BECOMES A NUISANCE. THE CONTRACTOR SHALL APPLY WATER FROM A TANK TRUCK TO ALL CONSTRUCTION AREAS.
14. IMMEDIATELY FOLLOWING SITE GRADING OPERATIONS AND PRIOR TO THE INSTALLATION OF UTILITIES, THE ENTIRE SITE (EXCEPT ROADWAYS) SHALL HAVE BEEN SEEDED AND MULCHED AND SILT FENCE SHALL HAVE BEEN INSTALLED AROUND ALL PONDS.
15. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

CONSTRUCTION ACTIVITY REQUIREMENTS

A. EROSION PREVENTION PRACTICES

1. THE CONTRACTOR SHALL IMPLEMENT CONSTRUCTION PHASING, VEGETATIVE BUFFER STRIPS, HORIZONTAL SLOPE GRADING, AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE DELINEATED (E.G. WITH FLAGS, STAKES, SIGNS, SILT FENCE, ETC.) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS.
2. ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF A SURFACE WATER OR ANY STORMWATER CONVEYANCE SYSTEM WHICH IS CONNECTED TO A SURFACE WATER MUST BE STABILIZED WITHIN 72 HOURS – THESE AREAS INCLUDE POND SIDE SLOPES, EXPOSED SOIL AREAS WITH A POSITIVE SLOPE TO A CURB AND GUTTER SYSTEM, STORM SEWER INLET, DRAINAGE DITCH, OR OTHER SYSTEM THAT DISCHARGES TO A SURFACE WATER.
3. THE NORMAL WETTED PERIMETER OF ANY DRAINAGE DITCH MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE TO ANY SURFACE WATER (WITHIN 24 HOURS OF CONNECTING TO A SURFACE WATER).
4. PIPE OUTLETS MUST BE PROVIDED WITH TEMPORARY. OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS OF CONNECTION TO A SURFACE WATER.

B. SEDIMENT CONTROL PRACTICES

1. SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT ENTERING SURFACE WATERS. DITCHES AND SEDIMENT BASINS REQUIRE SEDIMENT CONTROL PRACTICES ONLY AS APPROPRIATE FOR SITE CONDITIONS. IF DOWN GRADE SYSTEM IS OVERLOADED, ADDITIONAL UPGRADE PRACTICES MUST BE INSTALLED, AND THE SWPPP MUST BE AMENDED. THERE SHALL BE NO UNBROKEN SLOPE LENGTH OF GREATER THAN 75 FEET FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER. SLOPES MAY BE BROKEN WITH SILT FENCE, ROCK CHECK DAMS, COMPOST SNAKES, OR OTHER APPROVED METHODS AND/OR AS SHOWN ON THE EROSION CONTROL PLAN.
2. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON DOWNGRADE PERIMETERS BEFORE UPGRADE LAND DISTURBING ACTIVITIES BEGIN.
3. THE TIMING OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT TERM ACTIVITIES. HOWEVER, THESE PRACTICES MUST BE INSTALLED BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.
4. CONTRACTOR MUST PROTECT ALL STORM DRAIN INLETS BY APPROPRIATE BMP'S DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED.
5. TEMPORARY STOCKPILES MUST HAVE SILT FENCE AROUND THE PERIMETER OF THE BASE OF THE STOCKPILE AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS OR DITCHES.
6. CONTRACTOR MUST INSTALL TEMPORARY (OR PERMANENT) SEDIMENTATION BASINS WHERE TEN OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION AND/OR AS SHOWN ON THE EROSION CONTROL PLAN.

C. DEWATERING AND SURFACE DRAINAGE

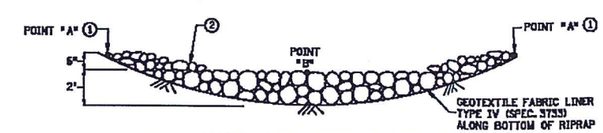
1. DEWATERING OR ANY TYPE OF SURFACE DRAINAGE THAT MAY HAVE TURBID OR SEDIMENT LADEN DISCHARGE WATER MUST BE DISCHARGED TO AN APPROVED SEDIMENT BASIN ON THE PROJECT SITE WHENEVER POSSIBLE. IF THE WATER CANNOT BE DISCHARGED TO A BASIN PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMP'S SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER OR DOWNSTREAM LANDOWNERS. THE CONTRACTOR MUST ENSURE THAT DISCHARGE POINTS ARE ADEQUATELY PROTECTED FROM EROSION AND SCOUR. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEETING, OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES.
2. ALL WATER FROM DEWATERING MUST BE DISCHARGED IN A MANNER THAT DOES NOT CAUSE NUISANCE CONDITIONS, EROSION, OR INUNDATION OF WETLANDS CAUSING SIGNIFICANT ADVERSE IMPACT TO THE WETLAND.

D. INSPECTIONS AND MAINTENANCE

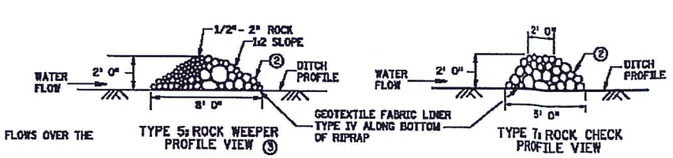
1. THE CONTRACTOR MUST APPOINT SOMEONE TO INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF GREATER THAN 0.5 INCHES IN 24 HOURS. ALL INSPECTIONS MUST BE RECORDED IN WRITING AND RETAINED PER M.P.C.A. N.P.D.E.S. REQUIREMENTS. (NOTE: LOCAL JURISDICTION MAY REQUIRE A MORE FREQUENT INTERVAL OF INSPECTION.)

E. POLLUTION PREVENTION MANAGEMENT MEASURES

1. SOLID WASTE MUST BE DISPOSED OF PER M.P.C.A. REQUIREMENTS.
2. HAZARDOUS MATERIALS MUST BE STORED AND DISPOSED OF PER M.P.C.A. REGULATIONS.
3. EXTERNAL WASHING OF CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DECREASING IS ALLOWED ON SITE.



CROSS SECTION (ROCK WEEPER AND ROCK CHECK)



TYPE 5: ROCK WEEPER AND
TYPE 7: ROCK CHECK DITCH CHECKS ④
USE ON ROUGH GRADED AREAS

① POINT "A" MUST BE A MINIMUM OF 6 INCHES HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.

② CLASS I - IV RIPRAP (SPEC. 3601) WITH GEOTEXTILE FABRIC LINER, TYPE IV (SPEC. 3733).

③ THE ROCK WEEPER FILTERS SEDIMENT OUT OF THE WATER BETTER THAN THE OTHER DITCH CHECKS. THE ROCK WEEPER COULD BE USED AS A PERMANENT WATER FILTERING FEATURE.

④ PERMANENT ROCK DITCH CHECKS PLACED WITHIN THE CLEAR ZONE WILL NEED TO BE 18" OR LESS IN HEIGHT. A 1:6 APPROACH AND DEPARTURE SLOPE SHALL BE PROVIDED.

07-ENG-112118-SHEET-DTLS-GRAD.DWG

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 Brian N. Molinaro
Reg. No. 47504 Date 8-21-2012

Revisions
1. 9-19-2012 CITY REVISIONS
2. 10-3-2012 CITY REVISIONS
3. 10-8-2012 REVISED SWALE BEHIND LOTS 18-20
4. 10-22-2012 REVISED E.O.F. BEHIND LOTS 17-18
5. 4-8-2013 7TH ADDITION

Date	8-21-2012
Designed	PJC/BNM
Drawn	BNM

GRADING & EROSION CONTROL DETAILS

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

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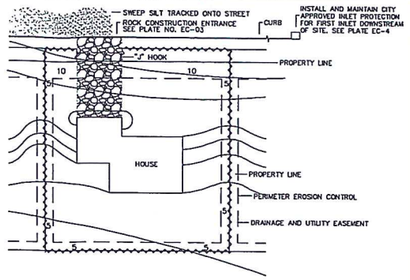
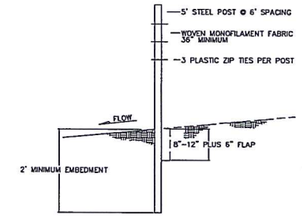


NOTES:
1. PERIMETER EROSION CONTROL IS REQUIRED. SOME ACCEPTABLE TYPES ARE SILT FENCE, TOPSOIL BERMS, VEGETATED BUFFER STRIPS, FIBER LOGS, COMPOST LOGS, SHREDDED WOOD MULCH BERMS, AND ROCK BERMS.
2. APPROVED INLET PROTECTION SHALL BE INSTALLED AND MAINTAINED AT THE FIRST CATCHBASIN DOWNSTREAM FROM CONSTRUCTION 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".

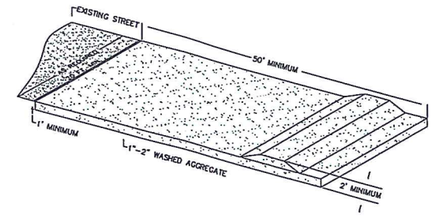
EROSION CONTROL FOR RESIDENTIAL LOTS		
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/10	PLATE NO. EC-01



MACHINE SLICED SILT FENCE

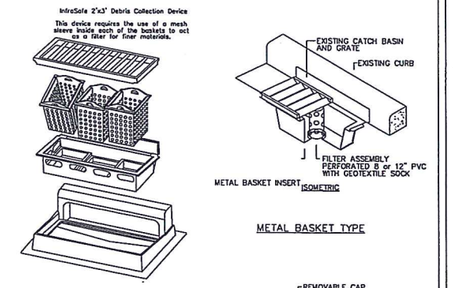
NOTES:
1. WOOD POSTS MAY BE USED IN NON-CRITICAL AREAS. WOOD POST SPACING AT 4' MAXIMUM. STEEL POSTS ARE REQUIRED WHEN HEAVY DUTY SILT FENCE IS SPECIFIED.
2. SILT FENCE MUST BE CLEANED OR REPLACED WHEN SILT DEPTH IS 1/3 HEIGHT OF FABRIC.

SILT FENCE		
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/10	PLATE NO. EC-02



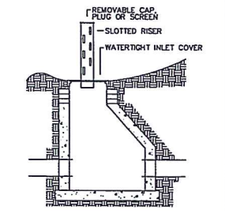
NOTES:
1. ROCK CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTION ACTIVITY.
2. FOR RESIDENTIAL CONSTRUCTION, CLASS 5 MAY BE INSTALLED AS A ROCK CONSTRUCTION ENTRANCE
3. AGGREGATE SHALL BE CLEANED, MAINTAINED, OR REPLENISHED AS NECESSARY.
4. SILT TRACKED ONTO THE STREET SHALL BE SWEPT THE SAME DAY BY A WATER BASED SWEEPER.
5. LENGTH MAY BE MODIFIED AND 1' HIGH RIDGE MAY BE ELIMINATED FOR RESIDENTIAL CONSTRUCTION.

ROCK CONSTRUCTION ENTRANCE		
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/10	PLATE NO. EC-03



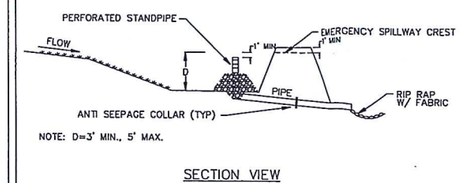
METAL BASKET TYPE

NOTES:
1. EACH STORM WATER INLET REQUIRES AN APPROVED INLET PROTECTION DEVICE FROM THE TIME THE CASTING AND RINGS ARE PLACED UNTIL THE SURROUNDING AREAS ARE ESTABLISHED, OR UNTIL DIRECTED BY THE CITY ENGINEER.
2. THESE DEVICES SHALL BE REMOVED WHEN THERE IS FROST IN THE GROUND AND REINSTALLED WHEN THE GROUND THAWS.
3. THE CONTRACTOR IS RESPONSIBLE FOR THE PLACEMENT, MAINTENANCE, AND REMOVAL OF ALL INLET PROTECTION DEVICES.



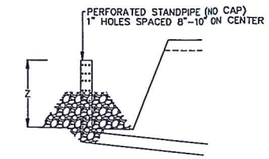
SLOTTED RISER INLET FILTER

STORM SEWER INLET PROTECTION		
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/10	PLATE NO. EC-04



NOTE: D=3' MIN., 5' MAX.

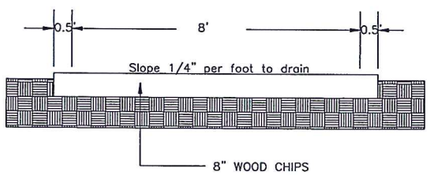
SECTION VIEW



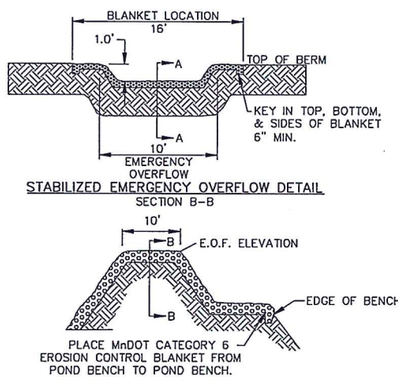
NOTE: ROCK SHALL BE 1 1/2" CLEAR PLACED AT A DEPTH OF 1/3 TO 2/3 HEIGHT OF RISER PIPE (Z) PERFORATED STANDPIPE SHALL BE SAME DIAMETER AS OUTLET PIPE

STAND PIPE DETAIL

TEMP SED BASIN WITH OUTLET PIPE		
CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	3/10	PLATE NO. EC-06

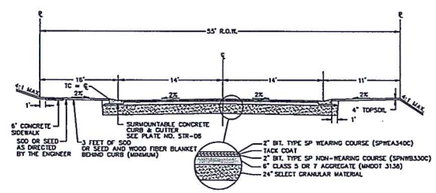


TEMPORARY TRAIL SECTION

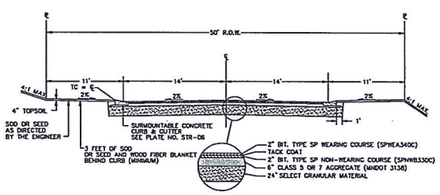


STABILIZED EMERGENCY OVERFLOW DETAIL
SECTION B-B

STABILIZED EMERGENCY OVERFLOW DETAIL
SECTION A-A



ADDISEN PATH SECTION



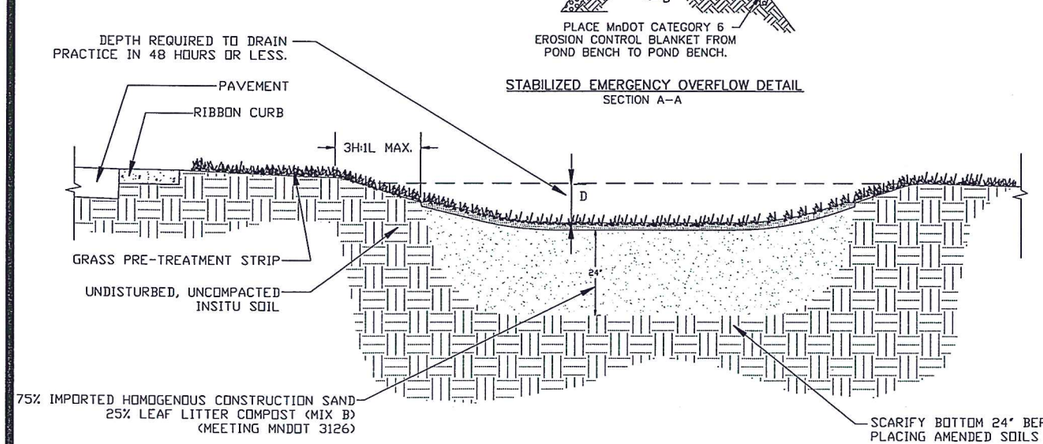
ADDISEN COURT SECTION

CONSTRUCTION SEQUENCING

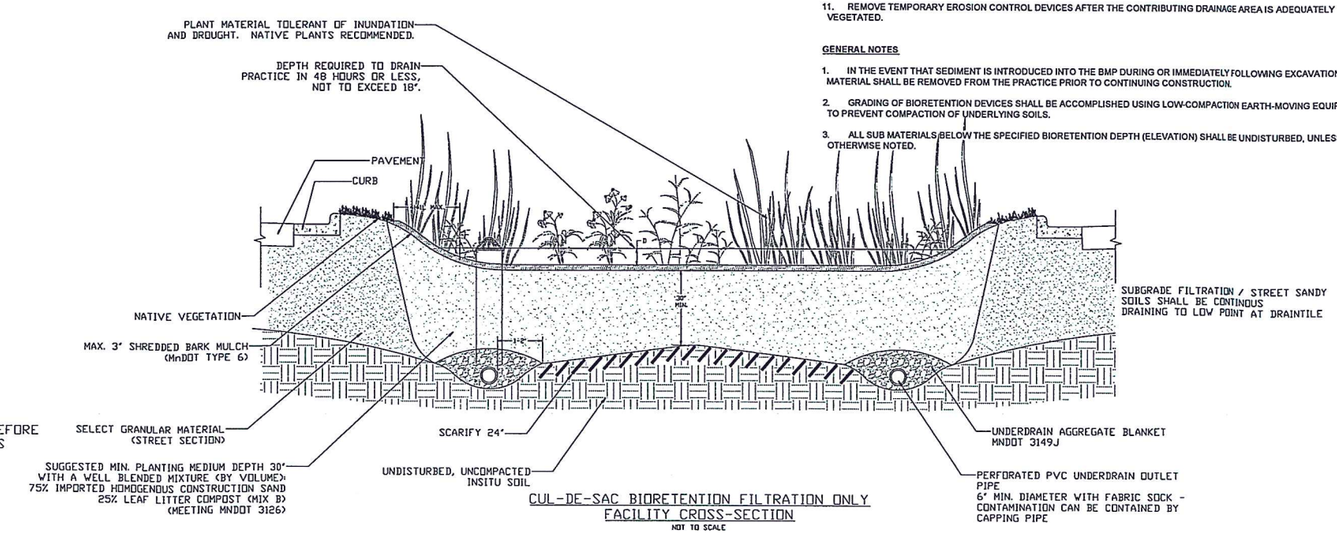
1. INSTALL SILT FENCE AND/OR OR OTHER APPROPRIATE TEMPORARY EROSION CONTROL DEVICES TO PREVENT SEDIMENT FROM LEAVING OR ENTERING THE PRACTICE DURING CONSTRUCTION.
2. ALL DOWN-GRADIENT PERIMETER SEDIMENT CONTROL BMP'S MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITY BEGINS.
3. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
4. INSTALL UTILITIES (WATER, SANITARY SEWER, ELECTRIC, PHONE, FIBER OPTIC, ETC) PRIOR TO SETTING FINAL GRADE OF BIORETENTION DEVICE.
5. ROUGH GRADE THE SITE. IF BIORETENTION AREAS ARE BEING USED AS TEMPORARY SEDIMENT BASINS LEAVE A MINIMUM OF 3 FEET OF COVER OVER THE PRACTICE TO PROTECT THE UNDERLYING SOILS FROM CLOGGING.
6. PERFORM ALL OTHER SITE IMPROVEMENTS.
7. SEED AND MULCH ALL AREAS AFTER DISTURBANCE.
8. CONSTRUCT BIORETENTION DEVICE UPON STABILIZATION OF CONTRIBUTING DRAINAGE AREA.
9. IMPLEMENT TEMPORARY AND PERMENATE EROSION CONTROL PRACTICES.
10. PLANT AND MULCH BIORETENTION DEVICE.
11. REMOVE TEMPORARY EROSION CONTROL DEVICES AFTER THE CONTRIBUTING DRAINAGE AREA IS ADEQUATELY VEGETATED.

GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF BIORETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.



INFILTRATION FACILITY CROSS-SECTION
NOT TO SCALE



CUL-DE-SAC BIORETENTION FILTRATION ONLY FACILITY CROSS-SECTION
NOT TO SCALE

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: Brian N. Molinaro
Reg. No. 47504 Date 8-21-2012

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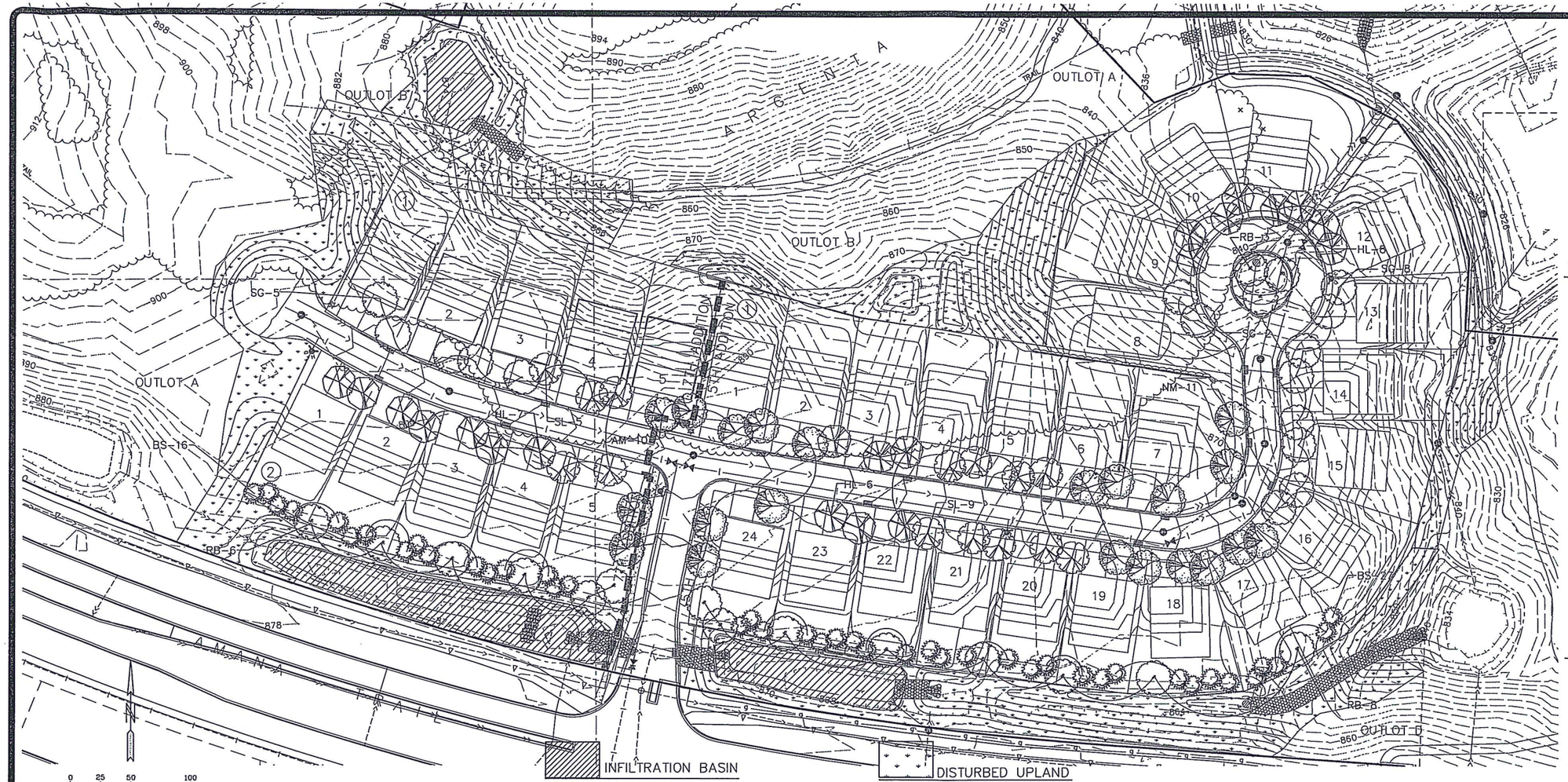
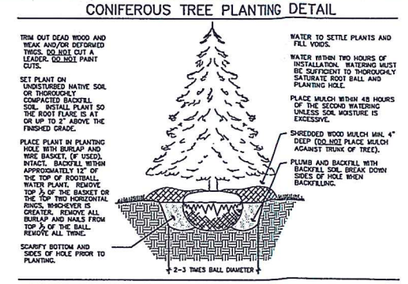


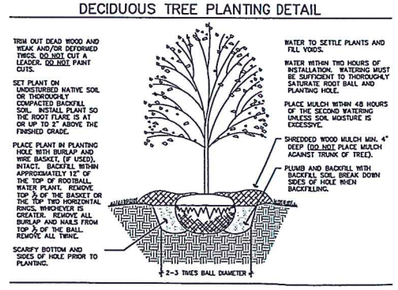
CONIFEROUS TREE PLANTING DETAIL



LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID.
- THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF PROPOSED PHYSICAL START DATE AT LEAST 7 DAYS IN ADVANCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIELD VERIFICATION OF ALL EXISTING UTILITY LOCATIONS ON THE PROJECT SITE WITH GOPHER STATE ONE CALL 1-800-252-1166 PRIOR TO COMMENCING WORK. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF EXISTING UTILITIES DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS TO FACILITATE PLANT RELOCATION.
- GRADING TO BE PERFORMED BY OTHERS.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARD FOR NURSERY STOCK.
- ALL CONTAINER MATERIAL TO BE GROWN IN THE CONTAINER A MINIMUM OF SIX (6) MONTHS PRIOR TO PLANTING ON SITE.
- DECIDUOUS AND CONIFEROUS TREES SHALL NOT BE STAKED, BUT THE LANDSCAPE CONTRACTOR MUST GUARANTEE STANDABILITY TO A WIND SPEED OF 60 M.P.H.
- THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE AGREED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
- IF THERE IS A DESCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- COMMERCIAL GRADE POLY LAWN EDGING SHALL BE INSTALLED WHERE NOTED.
- THE LANDSCAPE CONTRACTOR SHALL REPAIR ALL DAMAGE TO THE SITE CAUSED BY THE PLANTING OPERATION AT NO COST TO THE OWNER.
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE CODES, REGULATIONS AND PERMITS GOVERNING THE WORK.
- STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED.

DECIDUOUS TREE PLANTING DETAIL



KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY
	OVERSTORY TREES		
AM	AUTUMN BLAZE MAPLE/ACER X FREEMANII 'AUTUMN BLAZE'	3" B&B	10
HL	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS INERMIS	3" B&B	21
NM	NORTHWOODS MAPLE/ACER RUBRUM 'NORTHWOODS'	3" B&B	11
RB	RIVER BIRCH/BETULA NIGRA 'HERITAGE' (CLUMP)	12' B&B	18
SL	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	3" B&B	14
SG	SIENNA GLEN MAPLE/MAPLE X FREEMANII 'SIENNA GLEN'	3" B&B	15
	EVERGREEN TREES		
BS	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	8' B&B	43

TREE MITIGATION NOTES:
PROPOSED TREE MITIGATION INCHES: 460.5 CALIPER INCHES (89 DECIDUOUS TREES AT 3" AND 43 CONIFEROUS TREES AT 4.5").
EACH 8' CONIFER COUNTS AS 4.5 CALIPER INCHES AS PER CITY ORDINANCE (2.5" FOR FIRST 6' IN HEIGHT, 1" FOR EACH FOOT THEREAFTER).

SEE ARGENTA HILLS TREE PRESERVATION PLAN ADDENDUM JULY 9, 2012 FOR TREE MITIGATION REQUIREMENTS

NATIVE WET PRAIRIE
(STATE SEED MIX 34-262 FORMERLY W3)

34-262	Wet Prairie				
Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
big bluestem	*Andropogon gerardii*	1.12	1.00	6.89%	3.67
fringed brome	*Bromus ciliatus*	1.68	1.50	10.38%	6.06
bluejoint	*Calamagrostis canadensis*	0.04	0.04	0.27%	4.00
Virginia wild rye	*Elymus virginicus*	1.96	1.75	12.07%	2.70
tall manna grass	*Glyceria grandis*	0.17	0.15	1.02%	3.80
fowl manna grass	*Glyceria striata*	0.12	0.11	0.73%	3.50
switchgrass	*Panicum virgatum*	0.84	0.75	5.16%	3.85
fowl bluegrass	*Poa palustris*	0.22	0.20	1.35%	9.60
Indian grass	*Sorghastrum nutans*	0.58	0.50	3.44%	2.20
prairie cordgrass	*Spartina pectinata*	0.58	0.50	3.41%	1.20
	Total Grasses	7.29	6.50	44.76%	40.60
wooly sedge	*Carex pellita*	0.06	0.05	0.32%	0.47
tussock sedge	*Carex stricta*	0.02	0.02	0.17%	0.48
fox sedge	*Carex vulpinoidea*	0.11	0.10	0.66%	3.50
dark green bulrush	*Scirpus atrovirens*	0.11	0.10	0.72%	17.74
woolgrass	*Scirpus cyperinus*	0.03	0.03	0.18%	18.00
	Total Sedges and Rushes	0.34	0.30	2.05%	38.19
Canada anemone	*Anemone canadensis*	0.03	0.03	0.21%	0.09
marsh milkweed	*Asclepias incarnata*	0.09	0.08	0.55%	0.14
Canada tick trefoil	*Desmodium canadense*	0.58	0.50	3.41%	1.00
flat-topped aster	*Doellingeria umbellata*	0.06	0.05	0.34%	1.20
common boneset	*Eupatorium perfoliatum*	0.03	0.03	0.23%	2.00
grass-leaved goldenrod	*Euthamia graminifolia*	0.02	0.02	0.11%	2.00
spotted Joe pye weed	*Eutrochium maculatum*	0.04	0.04	0.30%	1.50
autumn sneezeweed	*Helenium autumnale*	0.08	0.05	0.35%	2.39
sawtooth sunflower	*Helianthus grosseserratus*	0.06	0.05	0.38%	0.30
great blazing star	*Liatris pycnostachya*	0.02	0.02	0.17%	0.10
great lobelia	*Lobelia siphilitica*	0.01	0.01	0.05%	1.40
blue monkey flower	*Mimulus ringens*	0.01	0.01	0.05%	6.40
Virginia mountain mint	*Pycnanthemum virginianum*	0.09	0.08	0.55%	6.50
red-stemmed aster	*Symphyotrichum puniceum*	0.09	0.08	0.56%	2.40
blue vervain	*Verbena hastata*	0.17	0.15	1.06%	5.25
bunched ironweed	*Vernonia fasciculata*	0.03	0.03	0.23%	0.30
Culver's root	*Veronicastrum virginicum*	0.02	0.02	0.14%	6.00
golden alexanders	*Zizia aurea*	0.28	0.25	1.76%	1.03
	Total Forbs	1.68	1.50	10.45%	40.00
Oats or winter wheat (see note at beginning of list for recommended dates)		6.95	6.20	42.74%	2.76
	Total Cover Crop	6.95	6.20	42.74%	2.76
	Totals:	16.25	14.50	100.00%	121.55
Purpose:	Wet prairie reconstruction for wetland mitigation or ecological restoration.				
Planting Area:	Tallgrass Aspen Parklands, Prairie Parkland, and Eastern Broadleaf Forest Provinces. MnDOT Districts 2(west), 3B, 4, Metro, 6, 7 & 8.				

NATIVE DRY PRAIRIE SOUTHEAST
(STATE SEED MIX 35-621 FORMERLY U6)

35-621	Dry Prairie Southeast				
Common Name	Scientific Name	Rate (kg/ha)	Rate (lb/ac)	% of Mix (% by wt)	Seeds/ sq ft
side-oats grama	*Bouteloua curtipendula*	1.27	1.13	10.23%	2.48
blue grama	*Bouteloua gracilis*	0.76	0.68	6.19%	10.00
Kalm's brome	*Bromus kalmii*	0.35	0.31	2.78%	0.90
nodding wild rye	*Elymus canadensis*	1.68	1.50	13.61%	2.66
slender wheatgrass	*Elymus trachycaulus*	1.32	1.18	10.76%	3.00
junegrass	*Koeleria macrantha*	0.46	0.41	3.71%	30.00
little bluestem	*Schizachyrium scoparium*	1.69	1.51	13.70%	8.30
sand dropseed	*Sporobolus cryptandrus*	0.25	0.22	1.98%	16.00
prairie dropseed	*Sporobolus heterolepis*	0.29	0.26	2.32%	1.50
	Total Grasses	8.07	7.20	65.28%	75.04
butterfly milkweed	*Asclepias tuberosa*	0.07	0.06	0.52%	0.09
whorled milkweed	*Asclepias verticillata*	0.01	0.01	0.11%	0.05
bird's foot coreopsis	*Coreopsis palmata*	0.06	0.05	0.50%	0.20
white prairie clover	*Dalea candida*	0.10	0.09	0.78%	0.60
purple prairie clover	*Dalea purpurea*	0.17	0.15	1.32%	0.60
ox-eye	*Heliopsis helianthoides*	0.07	0.06	0.51%	0.13
round-headed bush clover	*Lespedeza capitata*	0.03	0.03	0.31%	0.10
rough blazing star	*Liatris aspera*	0.02	0.02	0.17%	0.11
dotted blazing star	*Liatris punctata*	0.02	0.02	0.23%	0.06
wild bergamot	*Monarda fistulosa*	0.03	0.03	0.30%	0.85
horsemint	*Monarda punctata*	0.02	0.02	0.22%	0.60
stiff goldenrod	*Oligoneuron rigidum*	0.07	0.06	0.59%	0.98
large-flowered beard tongue	*Penstemon grandiflorus*	0.04	0.04	0.35%	0.20
black-eyed susan	*Rudbeckia hirta*	0.10	0.09	0.86%	3.20
gray goldenrod	*solidago nemoralis*	0.01	0.01	0.14%	1.65
skyblue aster	*Symphyotrichum oolentangiense*	0.01	0.01	0.08%	0.20
silky aster	*Symphyotrichum sericeum*	0.02	0.02	0.19%	0.20
bracted spiderwort	*Tradescantia bracteata*	0.01	0.01	0.12%	0.05
heart-leaved alexanders	*Zizia aptera*	0.02	0.02	0.21%	0.10
	Total Forbs	0.90	0.80	7.49%	10.37
Oats or winter wheat (see note at beginning of list for recommended dates)		3.36	3.00	27.23%	1.33
	Total Cover Crop	3.36	3.00	27.23%	1.33
	Totals:	12.33	11.00	100.00%	86.75
Purpose:	Regional dry prairie reconstruction for wetland mitigation, ecological restoration, or conservation program plantings.				
Planting Area:	Eastern Broadleaf Forest Province excluding Hardwood Hills subsection. MnDOT Districts Metro & 6.				

TYPE 3 MULCH APPLIED AT 1 TON PER ACRE (OR TYPE 2 BLANKET ON SLOPES)

3-YEAR MAINTENANCE PLAN FOR INFILTRATION BASINS AND UPLAND SEEDING:

YEAR 1-3
1. MOWING SHOULD OCCUR AS NECESSARY THROUGHOUT THE GROWING SEASON FOR THE FIRST TWO SEASONS TO PREVENT NOXIOUS WEEDS FROM TAKING HOLD
2. WEEDS SHOULD BE HAND PULLED OR SPOT SPRAYED AS NECESSARY.
3. TYPE 3 MULCH SHOULD BE USED IN BASIN BOTTOM AND TYPE 2 BLANKET SHOULD BE USED ON SLOPES UNLESS THE AREAS ARE HYDRO SEEDED WITH A HEAVY TACKIFIER IN WHICH CASE NO BLANKET OR MULCH WILL BE NECESSARY.
4. IF THE INFILTRATION AREA BECOMES SATURATED WITH ANY FREQUENCY, REED CANARY GRASS OR OTHER NOXIOUS WEEDS CAN BECOME A PROBLEM. SETHOXYDIM (OR EQUIVALENT) OR OTHER HERBICIDES WILL BE EFFECTIVE IN CONTROLLING REED CANARY GRASS AND OTHER NOXIOUS WEEDS WITHOUT HARMING SEDGES, RUSHES, AND FORBS.
5. TREES AND SHRUBS SHOULD ONLY BE PRUNED IN THE EVENT OF DAMAGED OR BROKEN BRANCHES.
6. INLETS MUST BE KEPT CLEAR OF DEBRIS.
7. ANY DEBRIS OBSERVED IN INFILTRATION GARDEN SHALL BE REMOVED.
8. NO HEAVY MACHINERY TO BE USED IN INFILTRATION BASINS IN ORDER MAINTAIN THE INTEGRITY OF INFILTRATION

INFILTRATION NOTES:
INFILTRATION BASINS TO BE SEEDED WITH SEED MIX 34-262 (FORMERLY W3) OR EQUIVALENT.
SEE GRADING PLANS FOR MORE INFILTRATION BASIN DETAILS

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota
Name Jennifer L. Thompson
Reg. No. 44763 Date 4-5-13

Revisions

Date 4-5-13
Designed JLT
Drawn JLT

LANDSCAPE PLAN

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16972 BRANDTJEN FARM DR.
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS 5TH & 7TH ADDS
INVER GROVE HEIGHTS, MINNESOTA

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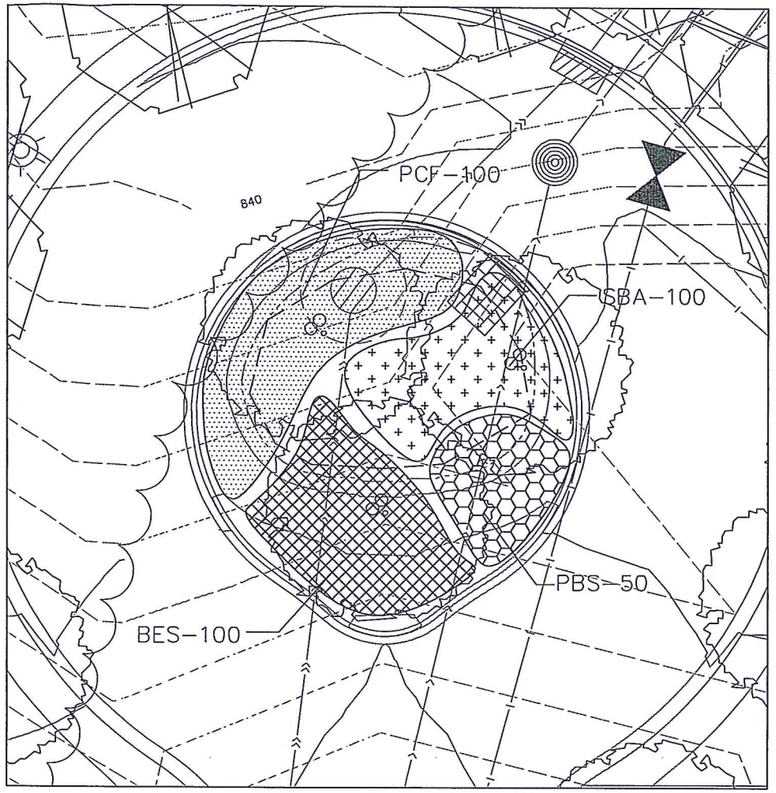
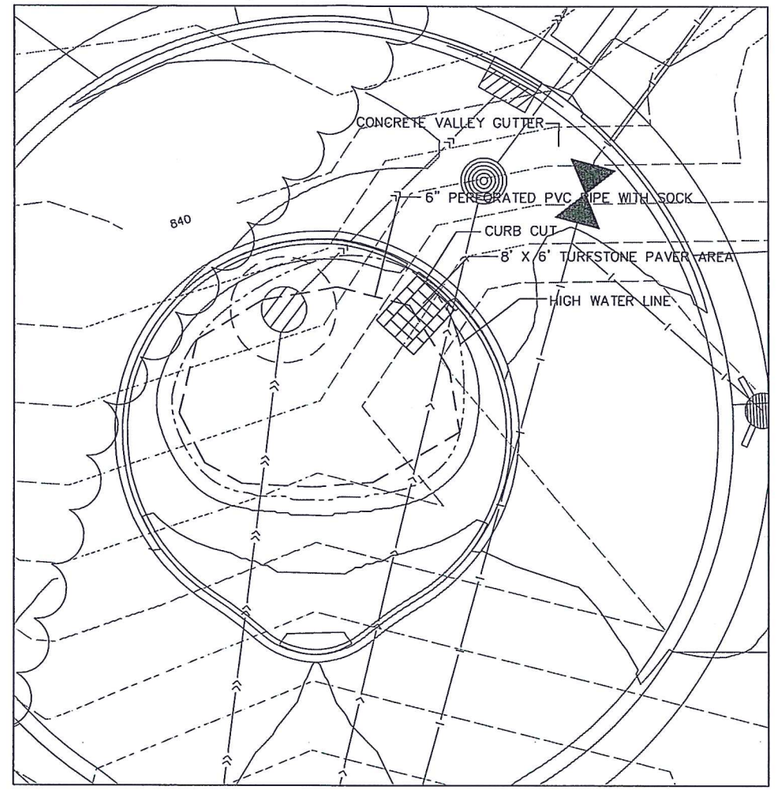
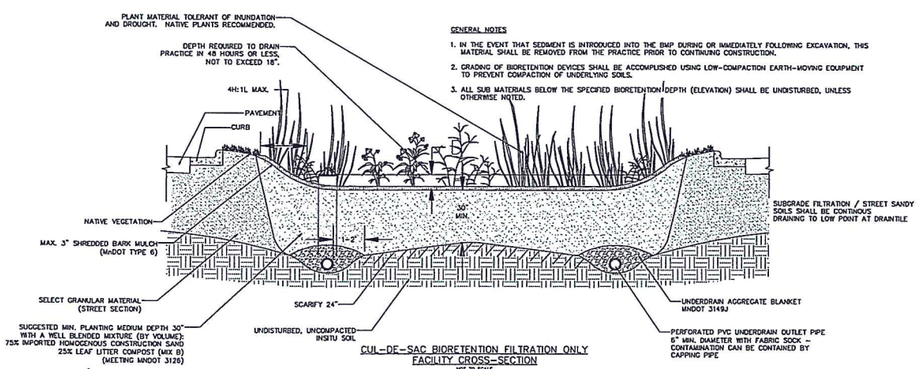
EAST RAIN GARDEN/ISLAND



EAST RAIN GARDEN/ISLAND-TURFSTONE DETAILS





CUL-DE-SAC BIORETENTION FILTRATION ONLY FACILITY CROSS-SECTION
NOT TO SCALE

GENERAL NOTES

1. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL SHALL BE REMOVED FROM THE PRACTICE PRIOR TO CONTINUING CONSTRUCTION.
2. GRADING OF BIORETENTION DEVICES SHALL BE ACCOMPLISHED USING LOW-COMPACTION EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF UNDERLYING SOILS.
3. ALL SUB MATERIALS BELOW THE SPECIFIED BIORETENTION DEPTH (ELEVATION) SHALL BE UNDISTURBED, UNLESS OTHERWISE NOTED.

RAIN GARDEN PERENNIAL PLANTINGS

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	EAST
	RAIN GARDENS/ISLANDS		ISLAND
BES	BLACK EYED SUSAN/RUDBECKIA HIRTA	#1 POT	100
PCF	PURPLE CONEFLOWER/ECHINACEA PURPUREA	#1 POT	100
PBS	PRAIRIE BLAZING STAR/LIATRIS PYCHNOSTACYA	#1 POT	50
SBA	SKY BLUE ASTER/ASTER AZUREAS	#1 POT	100

CARE MUST BE TAKEN TO ENSURE PROPER GRADING WHEN AMENDING SOIL SO THE DESIGN OF THE BASIN IS NOT CHANGED.
HEAVY EQUIPMENT CANNOT BE USED IN THIS AREA SO AS TO AVOID ANY SOIL COMPACTION.
PERENNIAL BED TO BE MULCHED WITH SHREDDED HARDWOOD TO A DEPTH OF 3"
NO WEED BARRIER TO BE USED IN RAIN GARDENS.
PRE-EMERGENT HERBICIDE TO BE USED PRIOR TO PLANTING AND AS PART OF YEARLY MAINTENANCE.
SEE SHEET L1 FOR TREE SCHEDULE.
SEE GRADING PLAN FOR BASIN GRADING DETAILS.

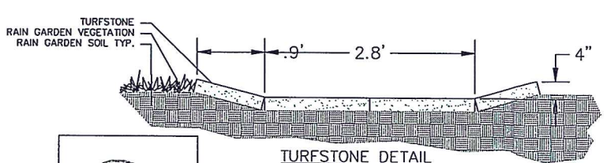
3-YEAR MAINTENANCE PLAN FOR RAIN GARDEN (NO SEEDING):

YEAR 1
TEMPORARY IRRIGATION FOR FIRST GROWING SEASON
PRE-EMERGENT HERBICIDE IN SPRING AND AGAIN 12 WEEKS LATER
SHREDDED WOOD MULCH TO BE APPLIED THROUGHOUT GARDEN TO A DEPTH OF 3"
NO WEED BARRIER USED IN RAIN GARDEN

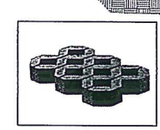
YEAR 2
TEMPORARY IRRIGATION MAY BE REMOVED
PRE-EMERGENT HERBICIDE WITH FERTILIZER IN SPRING AND AGAIN 12 WEEKS LATER
SHREDDED WOOD MULCH TO BE RE-FRESHED TO A DEPTH OF 1"

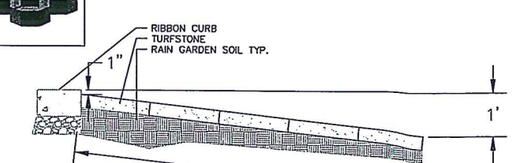
YEAR 3+
PRE-EMERGENT HERBICIDE WITH FERTILIZER IN SPRING AND AGAIN 12 WEEKS LATER
SHREDDED WOOD MULCH TO BE RE-FRESHED TO A DEPTH OF 1" DURING YEAR 3
SHREDDED WOOD MULCH MAY NOT NEED TO BE REAPPLIED IN SUBSEQUENT YEARS AS THE PLANTS HAVE FILLED IN.

EVERY YEAR
WEEDS SHOULD BE HAND PULLED OR SPOT SPRAYED AS NECESSARY
TREES AND SHRUBS SHOULD ONLY BE PRUNED IN THE EVENT OF DAMAGED OR BROKEN BRANCHES.

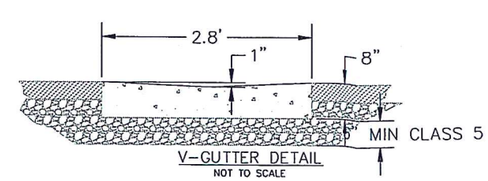


TURFSTONE DETAIL
NOT TO SCALE





TURFSTONE AT CURB DETAIL
NOT TO SCALE



V-GUTTER DETAIL
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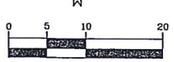

GRAPHIC SCALE IN FEET

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota

Name Jennifer L. Thompson
Reg. No. 44763 Date 4-5-13

Revisions

Date	4-5-13
Designed	JLT
Drawn	JLT

LANDSCAPE PLAN

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