INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, SEPTEMBER 23, 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. Approve Therapeutic Massage Business License _____

   B. Resolution Approving Disbursements for Period Ending September 13, 2013 _____

   C. Approve Custom Grading Agreement for Lot 2, Block 1, Orchard Trail (Mihm) 1578 86th Court _____

   D. Approve Custom Grading Agreement for Lot 1, Block 1, Wildwood Ranch Estates (Lemieux) 8688 Alvarado Court _____

   E. Final Compensating Change Order No. 3, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-09B, Sealcoating _____

   F. Resolution Accepting Proposal and Awarding Contract to American Engineering Testing for Geotechnical Construction Testing Services for City Project No. 2012-07, Bohrer Pond Northwestern Pre-treatment Basin Restoration _____

   G. Resolution Accepting Proposal and Awarding Contract to Braun Intertec for Geotechnical Construction Testing Services for the 2013 Pavement Management Program, City Project No. 2013-09C, Mill and Overlay _____

   H. Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-15, Sediment Removal from Basin at 79th and Blanchard Way _____

   I. 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. **MG INVER GROVE, LLC;** Consider the following actions for property located on Lot 3, Block 1 Argenta Hills (next to Target):

   i) An Amendment to the Zoning Ordinance to allow Veterinary Clinic: Small Animal as a conditional use in the B-4, Shopping Center District _____

   ii) A Resolution relating to a Conditional Use Permit to allow a veterinary clinit on Lot 3, Block 1, Argenta Hills _____

B. **FLINT HILLS RESOURCES;** Consider Resolution relating to a Major Site Plan Approval for property located south of 3180 117th Street _____

C. **160 INVESTMENTS (Argenta Hills 8th Addition);** Consider the following resolutions for property located north of Amana Trail and west of Addisen Court:

   i) A Preliminary and Final Plat approval of Argenta Hills 8th Addition including Development Contract, Storm Water Maintenance Agreement and related documents _____

   ii) A Preliminary PUD Amendment for Argenta Hills and Final PUD Development Plan for Argenta Hills 8th Addition _____

   iii) A Vacation of certain drainage and utility easements within the plat of Argenta Hills, 5th and 7th Additions _____

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

AGENDA ITEM _____

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

Consider Approval of Therapeutic Massage Business License

Meeting Date: September 23, 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: Consider Approval of an application by Jean Helfman for a therapeutic massage business license

SUMMARY: An application has been submitted by Ms. Helfman for a therapeutic massage business license. The applicant has worked as a massage practitioner for seven (7) years and intends to operate a therapeutic massage business, "The Oasis Massage Center", at 1870 50th Street, Suite #2. At this time she will be the only person administering therapeutic massage services at the location. Ms. Helfman submitted the appropriate fees and documentation as required by City Code. She completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

AGENDA ITEM _____4B_____

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

Meeting Date:	September 23, 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 September 5, 2013 to September 13, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending September 13, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	$354,225.62
Debt Service & Capital Projects	8,704.78
Enterprise & Internal Service	435,353.79
Escrows	29,605.27
Grand Total for All Funds	$827,889.46

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 September 5, 2013 to September 13, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING September 13, 2013

WHEREAS, a list of disbursements for the period ending September 13, 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	$354,225.62
Debt Service & Capital Projects	8,704.78
Enterprise & Internal Service	435,353.79
Escrows	29,605.27
Grand Total for All Funds	$827,889.46

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2013.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 9/5/2013 - 9/13/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
3M	SS27353	09/11/2013	JBJ1184	101.43.5200.443.60016	537.50
ACE PAINT & HARDWARE	515515/5	09/11/2013	4/23/13	101.44.6000.451.60040	54.46
ACE PAINT & HARDWARE	517116/5	09/11/2013	8/28/13	101.43.5200.443.60016	12.38
AFSCME COUNCIL 5	INV0022708	09/06/2013	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0022709	09/06/2013	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	732.23
AFSCME COUNCIL 5	INV0022710	09/06/2013	UNION DUES (AFSCME FULL SHARE-I	101.203.2031000	59.40
ALL STEEL PRODUCTS CO INC	6641	09/11/2013	8/22/13	101.44.6000.451.40046	339.22
ARROWWOOD RESORT & CONFERENCE CTI	8/20/13 B	09/04/2013	GFOA 2013 CONFERENCE ROOM RES	101.41.2000.415.50075	1,038.87
BELLEISLE, MONICA	9/2/13	09/13/2013	REIMBURSE-MILEAGE	101.42.4200.423.50065	47.00
CA DEPT OF CHILD SUPPORT SERVICES	INV0022666	09/06/2013	MIGUEL GUADALAJARA FEIN/TAXPAY	101.203.2032100	279.69
CARDIAC SCIENCE, INC.	1587570	09/13/2013	41630	101.42.4000.421.60065	266.74
CENTURY LINK	8/19/13 651 455 9072 782	09/13/2013	651 455 9072 782	101.42.4200.423.50020	83.22
CITY OF MINNEAPOLIS RECEIVABLES	400413004139	09/11/2013	612005356	101.42.4000.421.30700	3,040.20
CULLIGAN	8/31/13 157-98459100-6	09/13/2013	157-98459100-6	101.42.4200.423.60065	99.37
DAKOTA COMMUNICATIONS CENTER	IG2013-09	09/13/2013	SEPTEMBER 2013	101.42.4000.421.70501	38,846.70
DAKOTA COMMUNICATIONS CENTER	IG2013-09	09/13/2013	SEPTEMBER 2013	101.42.4200.423.70501	4,316.30
DAKOTA ELECTRIC ASSN	8/27/13 246837-9	09/13/2013	246837-9	101.44.6000.451.40020	5,528.48
DAKOTA ELECTRIC ASSN	8/27/13 250165-8	09/13/2013	250165-8	101.44.6000.451.40020	813.17
DAKOTA ELECTRIC ASSN	8/27/13 393563-2	09/13/2013	393563-2	101.44.6000.451.40020	624.04
DAKOTA ELECTRIC ASSN	8/27/13 443054-2	09/13/2013	443054-2	101.44.6000.451.40020	10.98
DANNER LANDSCAPING	10340	09/11/2013	8/26/13	101.43.5200.443.60016	34.20
DANNER LANDSCAPING	10340	09/11/2013	8/26/13	101.44.6000.451.40046	769.50
DANNER LANDSCAPING	10383	09/11/2013	8/31/13	101.43.5200.443.60016	51.30
EARL F ANDERSEN INC	0102835-IN	09/11/2013	0004094	101.43.5200.443.60016	3,166.17
EFTPS	INV0022319	08/23/2013	FEDERAL WITHHOLDING	101.203.2030200	54.14
EFTPS	INV0022321	08/23/2013	MEDICARE WITHHOLDING	101.203.2030500	16.24
EFTPS	INV0022322	08/23/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	69.44
EFTPS	INV0022715	09/06/2013	FEDERAL WITHHOLDING	101.203.2030200	41,194.35
EFTPS	INV0022717	09/06/2013	MEDICARE WITHHOLDING	101.203.2030500	11,300.22
EFTPS	INV0022718	09/06/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	34,918.20
EFTPS	INV0022756	09/06/2013	FEDERAL WITHHOLDING	101.203.2030200	15,000.00
EFTPS	INV0022758	09/06/2013	MEDICARE WITHHOLDING	101.203.2030500	949.40
EFTPS	INV0022759	09/06/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	4,059.46
EHLERS AND ASSOCIATES, INC.	346929	09/13/2013	9/11/13	101.45.3200.419.30600	200.00
FLAIR FOUNTAINS	7052	09/11/2013	8/21/13	101.44.6000.451.40047	1,270.72
GENESIS EMPLOYEE BENEFITS, INC	INV0022706	09/06/2013	HSA ELECTION-SINGLE	101.203.2032500	2,604.06
GENESIS EMPLOYEE BENEFITS, INC	INV0022707	09/06/2013	HSA ELECTION-FAMILY	101.203.2032500	3,626.18
GERRY'S FIRE & SAFETY INC	44931	09/11/2013	9/3/13	101.42.4200.423.40042	217.00
GERRY'S FIRE & SAFETY INC	44932	09/11/2013	9/3/13	101.42.4200.423.40042	249.29
GRAINGER	9229924148	09/11/2013	806460150	101.43.5200.443.60016	74.40
HIDEAWAY SHOOTING RANGE LLC	9/5/13	09/13/2013	AUGUST	101.42.4000.421.50080	544.68
HOFF, BARRY & KOZAR, P.A.	10611	09/11/2013	8/21/13	101.41.1000.413.30420	904.00
HOFF, BARRY & KOZAR, P.A.	10611	09/11/2013	8/21/13	101.41.1100.413.30420	904.00
ICMA RETIREMENT TRUST - 457	INV0022667	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0022668	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	307.68
ICMA RETIREMENT TRUST - 457	INV0022669	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	225.00
ICMA RETIREMENT TRUST - 457	INV0022670	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	646.90
ICMA RETIREMENT TRUST - 457	INV0022671	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0022672	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	497.36
ICMA RETIREMENT TRUST - 457	INV0022673	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	815.00
ICMA RETIREMENT TRUST - 457	INV0022674	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	127.70
ICMA RETIREMENT TRUST - 457	INV0022675	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0022676	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	803.22
ICMA RETIREMENT TRUST - 457	INV0022677	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0022678	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	264.93
ICMA RETIREMENT TRUST - 457	INV0022679	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,576.58
ICMA RETIREMENT TRUST - 457	INV0022680	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	123.41
ICMA RETIREMENT TRUST - 457	INV0022681	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0022682	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	406.06
ICMA RETIREMENT TRUST - 457	INV0022683	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	590.00
ICMA RETIREMENT TRUST - 457	INV0022684	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	464.82
ICMA RETIREMENT TRUST - 457	INV0022685	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0022686	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	312.75
ICMA RETIREMENT TRUST - 457	INV0022687	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0022688	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.76
ICMA RETIREMENT TRUST - 457	INV0022689	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	475.00
ICMA RETIREMENT TRUST - 457	INV0022690	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	148.05
ICMA RETIREMENT TRUST - 457	INV0022691	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	25.00
ICMA RETIREMENT TRUST - 457	INV0022692	09/06/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	65.81

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0022693	09/06/2013	ICMA (AGE 50 & OVER)	101.203.2031400	299.93
ICMA RETIREMENT TRUST - 457	INV0022694	09/06/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0022695	09/06/2013	ICMA (AGE 50 & OVER)	101.203.2031400	688.30
ICMA RETIREMENT TRUST - 457	INV0022696	09/06/2013	ICMA (AGE 50 & OVER)	101.203.2031400	4,771.48
ICMA RETIREMENT TRUST - 457	INV0022697	09/06/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	72.23
ICMA RETIREMENT TRUST - 457	INV0022705	09/06/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
INSIGHT EDGE	1330	09/11/2013	8/27/13	101.43.5100.442.50080	147.50
INVER GROVE FORD	8/24/13 94917	09/11/2013	94917	101.42.4000.421.70300	267.81
IUOE	INV0022711	09/06/2013	UNION DUES IUOE	101.203.2031000	1,121.75
LEAGUE OF MN CITIES	187008	09/11/2013	MEMBERSHIP DUES INVOICE 2013-20	101.41.1000.413.50070	20,808.00
LEAGUE OF MN CITIES	9/1/13 MEMBERSHIP DUE	09/11/2013	9/1/13 MEMBERSHIP DUES	101.41.1000.413.50070	30.00
LELS	INV0022712	09/06/2013	UNION DUES (LELS)	101.203.2031000	1,250.00
LELS SERGEANTS	INV0022713	09/06/2013	UNION DUES (LELS SGT)	101.203.2031000	225.00
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0022664	09/06/2013	RICK JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERV	INV0022665	09/06/2013	JUSTIN PARRANTO FEIN/TAXPAYER I	101.203.2032100	484.54
MN DEPT OF LABOR & INDUSTRY	AUGUST 2013	09/11/2013	AUGUST 2013 SURCHARGE	101.207.2070100	3,655.35
MN DEPT OF LABOR & INDUSTRY	AUGUST 2013	09/11/2013	AUGUST 2013 SURCHARGE	101.41.0000.3414000	(73.11)
MN DEPT OF REVENUE	INV0022320	08/23/2013	STATE WITHHOLDING	101.203.2030300	25.43
MN DEPT OF REVENUE	INV0022716	09/06/2013	STATE WITHHOLDING	101.203.2030300	17,299.72
MN DEPT OF REVENUE	INV0022757	09/06/2013	STATE WITHHOLDING	101.203.2030300	3,000.00
MN NCPERS LIFE INSURANCE	5420913	09/11/2013	9/2013 542000	101.203.2031600	288.00
NATURE CALLS, INC.	20252	09/11/2013	7/31/13	101.44.6000.451.40065	2,289.26
PERA	INV0022698	09/06/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,439.35
PERA	INV0022699	09/06/2013	EMPLOYER SHARE (PERA COORDINA	101.203.2030600	15,245.86
PERA	INV0022700	09/06/2013	PERA COORDINATED PLAN	101.203.2030600	15,245.86
PERA	INV0022701	09/06/2013	EMPLOYER SHARE (PERA DEFINED F	101.203.2030600	57.69
PERA	INV0022702	09/06/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0022703	09/06/2013	EMPLOYER SHARE (POLICE & FIRE P	101.203.2030600	16,240.56
PERA	INV0022704	09/06/2013	PERA POLICE & FIRE PLAN	101.203.2030600	10,827.02
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	101.41.1100.413.50035	16.85
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	101.41.1100.413.50065	10.00
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	101.41.1100.413.50065	8.00
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	101.41.2000.415.50065	12.43
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	101.43.5100.442.50080	11.99
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	101.45.3000.419.50065	14.12
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	101.45.3300.419.50080	8.00
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	101.45.3300.419.60040	23.52
PETTY CASH	9/5/13	09/11/2013	FALL CLEAN UP DAY 9/14/13	101.100.1010400	300.00
PLUNKETT'S PEST CONTROL	3321584	09/11/2013	2086226	101.42.4200.423.30700	285.77
RY-MAK PLUMBING & HEATING, INC	8/21/13 RICH VALLEY	09/11/2013	8/21/13	101.44.6000.451.40040	1,049.36
SAM'S CLUB	8/23/13 7715 0900 6184 56	09/11/2013	7715 0900 6184 5624	101.43.5200.443.60016	17.99
SAM'S CLUB	8/23/13 7715 0904 0133 48	09/13/2013	7715 0904 0133 4891	101.42.4200.423.50075	213.46
SAM'S CLUB	8/23/13 7715 0904 0133 48	09/13/2013	7715 0904 0133 4891	101.42.4200.423.60065	147.98
SENSIBLE LAND USE COALITION	9/25/13	09/11/2013	ATTENDEE - T. LINK & H. BOTTEN	101.45.3000.419.50080	38.00
SENSIBLE LAND USE COALITION	9/25/13	09/11/2013	ATTENDEE - T. LINK & H. BOTTEN	101.45.3200.419.50080	38.00
SHERWIN-WILLIAMS	6595-2	09/11/2013	6682-5453-5	101.44.6000.451.60065	765.94
SHERWIN-WILLIAMS	6499-7	09/11/2013	6682-5453-5	101.44.6000.451.60065	93.20
SHERWIN-WILLIAMS	6500-2	09/11/2013	6682-5453-5	101.44.6000.451.60065	348.88
SHERWIN-WILLIAMS	9980-1	09/11/2013	6682-5453-5	101.44.6000.451.60065	93.20
SHERWIN-WILLIAMS	0029-6	09/11/2013	6682-5453-5	101.44.6000.451.60065	382.97
SOLBERG AGGREGATE CO	11118	09/11/2013	8/5/13	101.43.5200.443.60016	311.55
STEENBERG, LUKE	9/6/13	09/13/2013	REIMBURSE-LUNCH	101.42.4200.423.50075	50.99
STERLING CODIFIERS	14035	09/11/2013	IN0921	101.41.1100.413.30700	1,196.00
TIMESAVER OFF SITE SECRETARIAL INC	M20001	09/11/2013	8/12/13 & 8/26/13 CITY COUNCIL MEET	101.41.1100.413.30700	376.80
TOTAL CONSTRUCTION & EQUIP.	57604	09/13/2013	CIT001	101.44.6000.451.40047	345.65
TOUGH CUT SERVICES	2777	09/13/2013	3220 75TH ST E	101.45.3000.419.30700	120.52
TREE TRUST	13345	09/11/2013	CIIGH	101.44.6000.451.60065	1,500.87
TREE TRUST	13345	09/11/2013	CIIGH	101.44.6000.451.70501	1,250.00
UNIFIRST CORPORATION	090 0372859	09/11/2013	1051948	101.43.5200.443.60045	23.78
UNIFIRST CORPORATION	090 0372859	09/11/2013	1051948	101.44.6000.451.60045	25.41
UNIFIRST CORPORATION	090 0173671	09/11/2013	1051948	101.43.5200.443.60045	34.49
UNIFIRST CORPORATION	090 0173671	09/11/2013	1051948	101.44.6000.451.60045	25.41
UNIFORMS UNLIMITED	174206	09/11/2013	I14866	101.42.4000.421.60045	545.90
UNITED WAY	INV0022714	09/06/2013	UNITED WAY	101.203.2031300	105.00
USA MOBILITY WIRELESS INC	w0317409I	09/13/2013	AUGUST-DECEMBER 2013	101.42.4000.421.50020	9.76
VICS CRANE & HEAVY HAUL, INC.	28983	09/11/2013	8/16/13	101.44.6000.451.40050	1,567.50
WAL-MART BUSINESS	8/22/13 6032 2025 3025 71	09/11/2013	6032 2025 3025 7113	101.42.4000.421.60065	27.47
XCEL ENERGY	380632868	09/11/2013	51-6025596-7	101.43.5400.445.40020	41.98
XCEL ENERGY	380664584	09/11/2013	51-8394358-2	101.43.5400.445.40020	40.78
XCEL ENERGY	380675881	09/11/2013	51-9359857-3	101.43.5400.445.40020	302.39
XCEL ENERGY	380820504	09/11/2013	51-7094669-1	101.43.5400.445.40020	43.01
XCEL ENERGY	381385745	09/11/2013	51-9782436-1	101.43.5400.445.40020	67.94
ZEE MEDICAL SERVICE	54182760	09/11/2013	7/3/13	101.44.6000.451.60045	85.48
Fund: 101 - GENERAL FUND					**317,908.08**
RIVER HEIGHTS CHAMBER OF COMMERCE	3563	09/11/2013	AUGUST 2013	201.44.1600.465.30700	1,666.65
RIVER HEIGHTS CHAMBER OF COMMERCE	3563	09/11/2013	AUGUST 2013	201.44.1600.465.40065	200.00
Fund: 201 - C.V.B. FUND					**1,866.65**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMERICAN SOCCER COMPANY, INC.	6245020	09/11/2013	1220941 SO	204.44.6100.452.60045	822.01
IDYLWOOD FARMS	8/19/13	09/11/2013	6/20/13 & 8/19/13	204.44.6100.452.30700	3,750.00
IGH SENIOR CLUB	9/4/13	09/11/2013	AUGUST 2013 AND MENS COOKOUT	204.227.2271000	358.00
IGH/SSP COMMUNITY EDUCATION	9/4/13	09/11/2013	SENIOR GRAPE ESCAPE & HARVEST	204.227.2271000	2,218.00
SAI GON FC	8/29/13	09/11/2013	REFUND-RICH VALLEY RENTAL 9/1/13	204.207.2070300	13.30
SAI GON FC	8/29/13	09/11/2013	REFUND-RICH VALLEY RENTAL 9/1/13	204.44.0000.3471000	186.70
SAM'S CLUB	8/23/13 7715 0900 6160 69	09/11/2013	7715 0900 6160 6950	204.44.6100.452.60009	41.68
SAM'S CLUB	8/23/13 7715 0900 6160 69	09/11/2013	7715 0900 6160 6950	204.44.6100.452.60009	113.24
SAM'S CLUB	8/23/13 7715 0900 6570 25	09/11/2013	7715 0900 6570 2540	204.44.6100.452.60009	13.86
SPORTS UNLIMITED	8/14/13	09/11/2013	8/12/13-8/16/13	204.44.6100.452.30700	562.50
TAHO SPORTSWEAR	13TF1312	09/11/2013	7/3/13	204.44.6100.452.60045	31.14
TAHO SPORTSWEAR	13TF1625	09/11/2013	8/19/13	204.44.6100.452.60045	162.88
TAHO SPORTSWEAR	13TF1639	09/11/2013	8/20/13	204.44.6100.452.60045	403.04
TAHO SPORTSWEAR	13TF1617	09/11/2013	8/27/13	204.44.6100.452.60045	566.03
TAHO SPORTSWEAR	13TF1748	09/11/2013	8/27/13	204.44.6100.452.60045	20.76
UNIVERSAL ATHLETIC SERVICE, INC.	1501-000554	09/11/2013	154421	204.44.6100.452.60009	23.25
WORTHINGTON WELLNESS CENTER	7/8/13	09/13/2013	REFUND-UNABLE TO PARTICIPATE	204.207.2070300	1.66
YOUTH LACROSSE OF MINNESOTA	6/27/13	09/11/2013	YLM TEAM FEES	204.44.6100.452.30700	1,735.00
Fund: 204 - RECREATION FUND					**11,023.05**
ACE PAINT & HARDWARE	517036/5	09/11/2013	8/21/13	205.44.6200.453.60016	32.04
ACE PAINT & HARDWARE	517078/5	09/11/2013	8/24/13	205.44.6200.453.60016	10.12
AQUA LOGIC, INC.	41196	09/11/2013	8/29/13	205.44.6200.453.40040	374.70
ARENASERV LLC	1297	09/11/2013	9/4/13	205.44.6200.453.40040	1,300.00
COMDATA CORPORATION	9/1/13	09/11/2013	9/1/13	205.44.6200.453.60065	50.73
COMDATA CORPORATION	9/1/13	09/11/2013	9/1/13	205.44.6200.453.76050	4.00
COMDATA CORPORATION	9/1/13	09/11/2013	9/1/13	205.44.6200.453.76100	162.75
CRARY, AMY	8/19/13	09/11/2013	REIMBURSE-AEA TRAINING	205.44.6200.453.50080	12.00
GLEWWE DOORS	166865	09/11/2013	8/20/13	205.44.6200.453.40040	295.00
HAWKINS, INC.	3510308	09/11/2013	108815	205.44.6200.453.60024	1,910.18
HILLYARD INC	600821316	09/11/2013	274069	205.44.6200.453.60011	914.26
HILLYARD INC	600821316	09/11/2013	274069	205.44.6200.453.60011	914.26
HILLYARD INC	600830066	09/11/2013	274069	205.44.6200.453.60011	292.88
HILLYARD INC	600830066	09/11/2013	274069	205.44.6200.453.60011	292.88
HORWITZ NS/I	HJ012441	09/11/2013	CITY OF IG	205.44.6200.453.40040	11,900.00
ISD #199	8/21/13	09/11/2013	FLYERS FOR SCHOOL PACKETS	205.44.6200.453.60065	148.92
JOHNSON, ROB	8/28/13	09/11/2013	REIMBURSE-SWIM LESSON	205.44.0000.3493501	49.00
KURANISHI, MARIE	5/17/13	09/11/2013	REIMBURSE-STRETCH YOUR CLIENT	205.44.6200.453.50070	4.85
MATSON, SARAH	8/28/13	09/11/2013	REIMBURSE-HOCKEY LESSONS	205.44.0000.3493501	45.00
MENARDS - WEST ST. PAUL	33359	09/11/2013	30170270	205.44.6200.453.40042	5.28
MENARDS - WEST ST. PAUL	33359	09/11/2013	30170270	205.44.6200.453.60016	46.40
MILLS, AMBER	4/8/11	09/13/2013	PR 4/8/11	205.44.6200.453.10300	129.34
MN SWARM	8/28/13	09/11/2013	8/28/13	205.207.2070300	17.50
MN SWARM	8/28/13	09/11/2013	8/28/13	205.44.0000.3492300	245.00
OLD WORLD PIZZA	8/30/13	09/11/2013	8/30/13	205.44.6200.453.60065	363.38
OLD WORLD PIZZA	8/30/13	09/11/2013	8/30/13	205.44.6200.453.76050	78.28
PREMIER ELECTRICAL CORPORATION	58557	09/11/2013	09700	205.44.6200.453.40040	537.00
RECREATION SUPPLY COMPANY	263437	09/11/2013	M09501	205.44.6200.453.60040	258.64
RICE SOUND & SERVICE INC	04-2357	09/11/2013	8/27/13	205.44.6200.453.40042	100.71
RICE SOUND & SERVICE INC	04-2359	09/11/2013	8/30/13	205.44.6200.453.40040	317.03
SAM'S CLUB	8/23/13 7715 0900 6160 69	09/11/2013	7715 0900 6160 6950	205.44.6200.453.60065	26.20
SAM'S CLUB	8/23/13 7715 0900 6160 69	09/11/2013	7715 0900 6160 6950	205.44.6200.453.60065	729.20
SAM'S CLUB	8/23/13 7715 0900 6160 69	09/11/2013	7715 0900 6160 6950	205.44.6200.453.76050	6.54
SAM'S CLUB	8/23/13 7715 0900 6570 25	09/11/2013	7715 0900 6570 2540	205.44.6200.453.60065	588.18
SCHINDLER ELEVATOR CORPORATION	7151829727	09/11/2013	1077364	205.44.6200.453.40040	639.35
SCHINDLER ELEVATOR CORPORATION	8103549579	09/11/2013	1077364	205.44.6200.453.40040	270.96
VANCO SERVICES LLC	00005696021	09/11/2013	AUGUST 2013	205.44.6200.453.70600	64.75
W. W. GOETSCH ASSOCIATES, INC.	91217	09/11/2013	8/30/13	205.44.6200.453.40040	267.19
WORTHINGTON WELLNESS CENTER	7/8/13	09/13/2013	REFUND-UNABLE TO PARTICIPATE	205.44.0000.3492500	23.34
Fund: 205 - COMMUNITY CENTER					**23,427.84**
HEINEN, RICHARD	PROJECT NO. 2011-08	09/11/2013	PROJECT NO. 2011-08	402.44.6000.451.30700	2,137.16
KALLIN, TERRY	PROJECT NO. 2011-08	09/11/2013	PROJECT NO. 2011-08	402.44.6000.451.30700	2,142.70
MOOSBRUGGER, LLOYD	PROJECT NO. 2011-08	09/11/2013	PROJECT NO. 2011-08	402.44.6000.451.30700	2,372.45
Fund: 402 - PARK ACQ. & DEV. FUND					**6,652.31**
EHLERS AND ASSOCIATES, INC.	346843	09/13/2013	9/10/13	405.57.9000.570.30150	33.33
Fund: 405 - NORTH SIDE WTR STOR. FAC.					**33.33**
ALL STEEL PRODUCTS CO INC	6641	09/11/2013	8/22/13	441.74.5900.741.40066	784.73
ESS BROTHERS & SONS INC	SS4950	09/11/2013	8/28/13	441.74.5900.741.40066	617.74
Fund: 441 - STORM WATER MANAGEMENT					**1,402.47**
EHLERS AND ASSOCIATES, INC.	346842	09/13/2013	9/10/13	446.74.5900.746.30150	550.00
Fund: 446 - NW AREA					**550.00**
EHLERS AND ASSOCIATES, INC.	346843	09/13/2013	9/10/13	452.57.9000.570.30150	33.33
Fund: 452 - SPRINGWOOD PONDS TIF#3-1					**33.33**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EHLERS AND ASSOCIATES, INC.	346843	09/13/2013	9/10/13	453.57.9000.570.30150	33.34
Fund: 453 - SE QUADRANT TIF DIST 4-1					**33.34**
BADGER STATE INSPECTION, LLC	100157	09/13/2013	9/6/13	501.50.7100.512.40043	6,768.45
HD SUPPLY WATERWORKS LTD	b268386	09/13/2013	09872	501.50.7100.512.75500	230.40
PRAIRIE RESTORATIONS, INC.	0026767	09/13/2013	8/29/13	501.50.7100.512.60016	292.92
UPS	000027914A353	09/11/2013	27914A	501.50.7100.512.50035	21.98
WALKER LAWN CARE, INC.	4034	09/11/2013	8/31/13	501.50.7100.512.60016	1,058.06
XCEL ENERGY	382179019	09/13/2013	51-6098709-7	501.50.7100.512.40010	641.21
XCEL ENERGY	382179019	09/13/2013	51-6098709-7	501.50.7100.512.40020	28,069.29
Fund: 501 - WATER UTILITY FUND					**37,082.31**
FLEXIBLE PIPE TOOL COMPANY	16581	09/11/2013	8/8/13	502.51.7200.514.60016	468.01
METROPOLITAN COUNCIL	0001024764 B	09/13/2013	SHORT PAID INVOICE BY 20	502.51.7200.514.40015	20.00
METROPOLITAN COUNCIL	0001024764	09/11/2013	5084	502.51.7200.514.40015	128,364.95
XCEL ENERGY	382179019	09/13/2013	51-6098709-7	502.51.7200.514.40020	1,308.24
Fund: 502 - SEWER UTILITY FUND					**130,161.20**
ARAMARK REFRESHMENT SERVICES	84398	09/13/2013	48128	503.52.8300.524.76100	187.10
ARAMARK UNIFORM SERVICES	629-7818404	09/13/2013	792502342	503.52.8600.527.60045	29.20
ARAMARK UNIFORM SERVICES	629-7823201	09/13/2013	792502342	503.52.8600.527.60045	29.20
ARCTIC GLACIER, INC.	437323500	09/11/2013	1726134	503.52.8300.524.60065	67.24
ARCTIC GLACIER, INC.	438323913	09/11/2013	1726134	503.52.8300.524.60065	161.08
ARCTIC GLACIER, INC.	384324307	09/11/2013	1726134	503.52.8300.524.60065	55.20
ARCTIC GLACIER, INC.	437324609	09/11/2013	1726134	503.52.8300.524.60065	147.28
ARCTIC GLACIER, INC.	387324900	09/13/2013	1726134	503.52.8300.524.60065	99.36
COCA COLA BOTTLING COMPANY	0138531002	09/11/2013	8/29/13	503.52.8300.524.76100	729.54
COCA COLA BOTTLING COMPANY	0188482618	09/13/2013	9/6/13	503.52.8300.524.76100	253.24
COLLEGE CITY BEVERAGE	452165	09/11/2013	3592	503.52.8300.524.76150	485.55
COLLEGE CITY BEVERAGE	452228	09/11/2013	3592	503.52.8300.524.76150	528.60
COLLEGE CITY BEVERAGE	452280	09/13/2013	3592	503.52.8300.524.76150	176.50
COVERALL OF THE TWIN CITIES INC	7070193299	09/11/2013	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	8/27/13 201360-5	09/13/2013	201360-5	503.52.8600.527.40020	225.41
GARY'S PEST CONTROL	48812	09/11/2013	9/6/13	503.52.8500.526.40040	69.69
GOLF BALL MANUFACTURERS LLC	1165	09/11/2013	8/22/13	503.52.8200.523.76450	580.00
GRAINGER	9229698635	09/11/2013	855256939	503.52.8600.527.60012	22.96
GRAINGER	9230311012	09/11/2013	855256939	503.52.8600.527.60012	145.95
GRANDMA'S BAKERY	373855	09/11/2013	24400	503.52.8300.524.76050	44.67
GRANDMA'S BAKERY	374187	09/11/2013	24400	503.52.8300.524.76050	56.63
GRANDMA'S BAKERY	375375	09/11/2013	24400	503.52.8300.524.76050	35.11
GRANDMA'S BAKERY	376695	09/11/2013	24400	503.52.8300.524.76050	41.93
GRANDMA'S BAKERY	376761	09/11/2013	24400	503.52.8300.524.76050	44.72
GRANDMA'S BAKERY	376811	09/11/2013	24400	503.52.8300.524.76050	47.91
GRANDMA'S BAKERY	376831	09/11/2013	24400	503.52.8300.524.76050	47.91
GRANDMA'S BAKERY	379176	09/13/2013	24400	503.52.8300.524.76050	38.31
GRANDMA'S BAKERY	58749	09/13/2013	24400	503.52.8300.524.76050	(9.57)
GRANDMA'S BAKERY	376867	09/11/2013	24400	503.52.8300.524.76050	47.91
GRANDMA'S BAKERY	377154	09/11/2013	24400	503.52.8300.524.76050	28.44
GRANDMA'S BAKERY	377436	09/11/2013	24400	503.52.8300.524.76050	28.44
GRANDMA'S BAKERY	377771	09/11/2013	24400	503.52.8300.524.76050	35.14
GRANDMA'S BAKERY	378053	09/13/2013	24400	503.52.8300.524.76050	44.71
GRANDMA'S BAKERY	378338	09/13/2013	24400	503.52.8300.524.76050	47.89
GRANDMA'S BAKERY	378632	09/13/2013	24400	503.52.8300.524.76050	47.89
GRANDMA'S BAKERY	378898	09/13/2013	24400	503.52.8300.524.76050	25.91
JJ TAYLOR DIST. COMPANY OF MN	2129217	09/11/2013	00834	503.52.8300.524.76150	317.80
M. AMUNDSON LLP	158905	09/11/2013	902858	503.52.8300.524.76050	238.40
MTI DISTRIBUTING CO	912216-01	09/13/2013	402307	503.52.8600.527.40042	67.66
MTI DISTRIBUTING CO	920057-00	09/13/2013	402307	503.52.8600.527.40042	1,158.45
MTI DISTRIBUTING CO	922506-00	09/13/2013	402307	503.52.8600.527.40042	342.13
MTI DISTRIBUTING CO	917455-02	09/13/2013	402307	503.52.8600.527.60008	793.79
MTI DISTRIBUTING CO	922513-00	09/13/2013	402307	503.52.8600.527.40042	296.62
MTI DISTRIBUTING CO	924873-00	09/13/2013	402307	503.52.8600.527.40042	433.28
MTI DISTRIBUTING CO	925550-00	09/13/2013	402307	503.52.8600.527.40042	(171.00)
MTI DISTRIBUTING CO	918982-00	09/13/2013	402307	503.52.8600.527.40042	523.01
MTI DISTRIBUTING CO	921320-00	09/13/2013	402307	503.52.8600.527.60008	449.39
MTI DISTRIBUTING CO	918505-00	09/13/2013	402307	503.52.8600.527.60008	5,375.81
NATURE CALLS, INC.	20217	09/13/2013	JULY 2013	503.52.8600.527.40065	115.70
PIONEER PRESS	0813520544	09/11/2013	520544	503.52.8500.526.50025	500.00
PLAISTED COMPANIES, INC.	49758	09/13/2013	INW1	503.52.8600.527.60020	846.63
RJ'S GOLF CARTS INC	10597	09/11/2013	9/3/13	503.52.8400.525.40065	1,164.00
SUMMIT FACILITY & KITCHEN SERVICE	82637	09/11/2013	827	503.52.8300.524.40042	34.23
US FOODSERVICE	5964422	09/11/2013	03805983	503.52.8300.524.76050	(102.00)
US FOODSERVICE	3276171	09/11/2013	03805983	503.52.8300.524.60065	255.70
US FOODSERVICE	3276171	09/11/2013	03805983	503.52.8300.524.76050	600.68
US FOODSERVICE	3312475	09/11/2013	03805983	503.52.8300.524.60065	125.09
US FOODSERVICE	3312475	09/11/2013	03805983	503.52.8300.524.76050	69.70
US FOODSERVICE	3407476	09/11/2013	03805983	503.52.8300.524.60065	133.81
US FOODSERVICE	3407476	09/11/2013	03805983	503.52.8300.524.76050	430.42
WINFIELD SOLUTIONS, LLC	000005840561	09/13/2013	7884532	503.52.8600.527.60035	591.09

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WINFIELD SOLUTIONS, LLC	0000058902279	09/13/2013	7884532	503.52.8600.527.60030	1,394.72
XCEL ENERGY	381136996	09/11/2013	51-5877512-1	503.52.8600.527.40020	6,515.09
XCEL ENERGY	381493332	09/11/2013	51-5754364-1	503.52.8500.526.40010	67.41
XCEL ENERGY	381493332	09/11/2013	51-5754364-1	503.52.8500.526.40020	1,700.51
YAMAHA GOLF & UTILITY, INC.	01-106080	09/13/2013	INVERWOOD	503.52.8400.525.40041	135.88
YAMAHA GOLF & UTILITY, INC.	01-106161	09/13/2013	INVERWOOD	503.52.8400.525.40041	15.55
Fund: 503 - INVER WOOD GOLF COURSE					**30,191.41**
KENNEDY & GRAVEN	115602	09/11/2013	NV125-00045	602.00.2100.415.30420	175.20
LEAGUE OF MN CITIES INS TRUST	25911	09/13/2013	9/1/13-9/1/14	602.00.2100.415.50009	73,375.75
Fund: 602 - RISK MANAGEMENT					**73,550.95**
ACE PAINT & HARDWARE	517055/5	09/11/2013	8/23/13	603.00.5300.444.60012	13.86
ACE PAINT & HARDWARE	517098/5	09/13/2013	8/26/13	603.00.5300.444.40041	2.95
ACE PAINT & HARDWARE	517161/5	09/11/2013	9/4/13	603.00.5300.444.40041	6.38
BOYER TRUCKS - PARTS DISTRIBUTION	775151	09/11/2013	C20390	603.00.5300.444.40041	33.22
CARQUEST OF MSP-ROSEMOUNT	1596-200870	09/11/2013	614420	603.00.5300.444.40041	7.36
CARQUEST OF MSP-ROSEMOUNT	1596-200873	09/11/2013	614420	603.00.5300.444.40041	10.81
CARQUEST OF MSP-ROSEMOUNT	1596-200958	09/11/2013	614420	603.00.5300.444.40041	28.71
CARQUEST OF MSP-ROSEMOUNT	1596-201015	09/11/2013	614420	603.00.5300.444.40041	33.24
CARQUEST OF MSP-ROSEMOUNT	1596-201015	09/11/2013	614420	603.140.1450050	50.15
CARQUEST OF MSP-ROSEMOUNT	1596-200914	09/11/2013	614420	603.00.5300.444.40041	(7.36)
CARQUEST OF MSP-ROSEMOUNT	1596-201140	09/11/2013	614420	603.00.5300.444.40041	118.09
CARQUEST OF MSP-ROSEMOUNT	1596-201162	09/11/2013	614420	603.00.5300.444.40041	43.68
CARQUEST OF MSP-ROSEMOUNT	1596-201198	09/11/2013	614420	603.00.5300.444.60012	14.25
CENTENNIAL GLASS	I00003816	09/11/2013	8/23/13	603.00.5300.444.40041	288.34
CUMMINS NPOWER LLC	100-86250	09/11/2013	220960	603.00.5300.444.40041	1,098.53
EHLERS AND ASSOCIATES, INC.	346841	09/13/2013	9/10/13	603.00.5300.444.70600	5,900.00
EMERGENCY APPARATUS MAINTENANCE	69663	09/11/2013	33 (3633)	603.00.5300.444.40041	4,377.10
EMERGENCY APPARATUS MAINTENANCE	69697	09/11/2013	3681 (E-11)	603.00.5300.444.40041	1,338.21
EMERGENCY AUTOMOTIVE TECHNOLOGIES	SH082613-1	09/11/2013	8/26/13	603.00.5300.444.40041	30.07
EMERGENCY AUTOMOTIVE TECHNOLOGIES	RP082813-2	09/11/2013	8/28/13	603.00.5300.444.40041	11.32
FERRELLGAS	1077730774	09/11/2013	7754787	603.00.5300.444.40041	65.32
FLAIL-MASTER	118506	09/11/2013	8/23/13	603.00.5300.444.40041	400.09
FLEETPRIDE	55700143	09/11/2013	8/7/13	603.00.5300.444.40041	487.12
FLEETPRIDE	55724191	09/11/2013	8/8/13	603.00.5300.444.40041	233.17
INVER GROVE FORD	5122390	09/11/2013	8/26/13	603.00.5300.444.40041	135.59
KIMBALL MIDWEST	3130946	09/11/2013	222006	603.00.5300.444.60012	359.42
KIRVIDA FIRE, INC.	3552	09/13/2013	ENGINE #33	603.00.5300.444.40041	173.38
KIRVIDA FIRE, INC.	3553	09/13/2013	LADDER #13	603.00.5300.444.40041	165.50
KREMER SERVICES LLC	0000027078	09/11/2013	9/3/13	603.00.5300.444.40041	1,031.51
MACQUEEN EQUIPMENT INC	2135358	09/11/2013	8/29/13	603.00.5300.444.40041	2,345.80
MTI DISTRIBUTING CO	924362-01	09/11/2013	91180	603.00.5300.444.40041	76.50
MTI DISTRIBUTING CO	924362-00	09/11/2013	91180	603.00.5300.444.40041	988.55
MTI DISTRIBUTING CO	926179-00	09/11/2013	91180	603.00.5300.444.40041	(76.50)
NELSON AUTO CENTER	F4018	09/13/2013	F4018	603.00.5300.444.80700	26,396.82
NELSON AUTO CENTER	F4019	09/13/2013	F4019	603.00.5300.444.80700	26,396.82
NELSON AUTO CENTER	F4020	09/13/2013	F4020	603.00.5300.444.80700	26,396.82
NELSON AUTO CENTER	F4021	09/13/2013	F4021	603.00.5300.444.80700	26,396.82
PETTY CASH	9/4/13	09/11/2013	PETTY CASH REIMBURSEMENT	603.00.5300.444.60065	24.00
POMP'S TIRE SERVICE, INC.	980002268	09/11/2013	4502557	603.00.5300.444.60014	266.46
SNAP-ON INDUSTRIAL	ARV/20566624	09/11/2013	200100474	603.00.5300.444.60040	49.65
TRUCK UTILITIES, INC.	0257723	09/11/2013	000154	603.00.5300.444.40041	212.47
UNIFIRST CORPORATION	090 0372859	09/11/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0372859	09/11/2013	1051948	603.00.5300.444.60045	39.21
UNIFIRST CORPORATION	090 0173671	09/11/2013	1051948	603.00.5300.444.40065	73.52
UNIFIRST CORPORATION	090 0173671	09/11/2013	1051948	603.00.5300.444.60045	28.50
WESTERN PETROLEUM COMPANY	97123688-41801	09/11/2013	112741	603.140.1450050	2,049.47
YOCUM OIL COMPANY, INC.	575355	09/11/2013	502860	603.140.1450060	6,550.40
YOCUM OIL COMPANY, INC.	575356	09/11/2013	502860	603.140.1450060	6,571.09
Fund: 603 - CENTRAL EQUIPMENT					**141,309.93**
OFFICE DEPOT	8/16/13 6011 5685 1008 8	09/11/2013	6011 5685 1008 8883	604.00.2200.416.60010	53.54
OFFICEMAX INC	461849	09/11/2013	687054	604.00.2200.416.60005	179.49
US BANCORP EQUIPMENT FINANCE, INC.	235974243	09/11/2013	923425	604.00.2200.416.40050	4,255.18
Fund: 604 - CENTRAL STORES					**4,488.21**
INTEGRA TELECOM	11224722	09/11/2013	887115	605.00.7500.460.50020	1,035.02
LONE OAK COMPANIES	60256	09/11/2013	UTILITY BILLS	605.00.7500.460.50035	445.78
SAM'S CLUB	8/23/13 7715 0900 6160 6	09/11/2013	7715 0900 6160 6950	605.00.7500.460.60011	(0.94)
SAM'S CLUB	8/23/13 7715 0900 6358 0	09/11/2013	7715 0900 6358 0633	605.00.7500.460.60011	27.73
ZEE MEDICAL SERVICE	54182965	09/11/2013	9/5/13	605.00.7500.460.60065	106.15
ZEMAN ENTERPRISES LLC	8/19/13	09/11/2013	SOUTH SIDE OF BUILDING	605.00.7500.460.40040	4,550.00
Fund: 605 - CITY FACILITIES					**6,163.74**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED TECHNOLOGY SYSTEMS, INC.	69983	09/11/2013	8/15/13	606.00.1400.413.60010	148.14
ADVANCED TECHNOLOGY SYSTEMS, INC.	70042	09/11/2013	8/7/13	606.00.1400.413.60010	330.23
ADVANCED TECHNOLOGY SYSTEMS, INC.	70062	09/11/2013	8/8/13	606.00.1400.413.60010	2,310.65
GOLDCOM, INC.	150638	09/11/2013	8/13/13	606.00.1400.413.60065	164.49
KNOWLEDGENET	27795	09/11/2013	7/31/13	606.00.1400.413.50080	2,990.00
LOGISOLVE LLC	48294	09/11/2013	8/31/13	606.00.1400.413.30700	910.00
OFFICE OF ENTERPRISE TECHNOLOGY	DV13070469	09/11/2013	200B00171	606.00.1400.413.30750	311.81
TIES	47277	09/11/2013	1751	606.00.1400.413.40049	5,240.72
Fund: 606 - TECHNOLOGY FUND					**12,406.04**
KOLBO, JAMES & PATRICIA	9/2/13 B	09/11/2013	ESCROW REDUCTION L1 B6 TRAIL C(	702.229.2286801	1,305.27
KOLBO, JAMES & PATRICIA	9/2/13	09/11/2013	ESCROW REDUCTION L1 B6 ORCHAF	702.229.2299201	9,000.00
ROBERT THOMAS HOMES	65134/61170	09/13/2013	REFUND-7660/7639 ADDISON CT	702.229.2299800	5,000.00
TKK ELECTRONICS, LLC	9184	09/11/2013	4532	702.229.2291000	14,300.00
Fund: 702 - ESCROW FUND					**29,605.27**
Total					**827,889.46**

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for Lot 2, Block 1, Orchard Trail (Mihm) 1578 86th Court

Meeting Date:	September 23, 2013 TJK		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve a Custom Grading Agreement for a new home to be built at 1578 86th Court.

SUMMARY

The owners of 1578 86th Court are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owner, Mihm Custom Homes Inc., has provided the required Grading and Erosion Control Plans. They will sign the Custom Grading Agreement (attached) which spells out the conditions to be met. An engineering escrow of $1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. A building permit will be applied for and a $10,000 LOC or cash surety will be provided prior to building permit approval.

It is recommended that the City Council approve the Custom Grading Agreement for 1578 86th Court (Lot 2, Block 1, Orchard Trail) and authorize the Mayor to execute the Agreements.

TJK/js
Attachments: Custom Grading Agreement with site plan

CUSTOM GRADING AGREEMENT
FOR
LOT 2, BLOCK 1, ORCHARD TRAIL
1578 - 86th COURT EAST
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT, made and entered into on the 23rd day of September, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for the Lot;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Lot be improved with grading, drainage and erosion control facilities and with landscaping;

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **OWNER.** "Owner" means Mihm Custom Homes, Inc., a Minnesota corporation.

1.4 **PLAT.** "Plat" means the plat of Orchard Trail located in Inver Grove Heights, Dakota County, Minnesota.

1.5 **DEVELOPMENT PLANS.** "Development Plans" means the Certificate of Survey dated September 13, 2013, prepared by Pioneer Engineering and identified in and attached to Appendix 1.

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

1.7 **COUNCIL.** "Council" means the Council of the City of Inver Grove Heights.

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

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

1.10 **COUNTY.** "County" means Dakota County, Minnesota.

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

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

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

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

b.) pipeline companies.

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

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

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

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

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

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

d.) breach of the Owner Warranties.

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

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

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

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

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

D. **FEE TITLE.** The Owner owns fee title to Lot 2, Block 1, Orchard Trail.

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

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

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

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

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

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

If to Owner:
Mihm Custom Homes, Inc.
Attention: Thomas C. Mihm, President
842 Ivy Lane, Suite 2200
Eagan, MN 55123

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

1.21 **LOT.** Lot means Lot 2, Block 1, Orchard Trail, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

The Owner shall obtain written permission from the landowner located to the west of the Lot (on Lot 3, Block 1, Orchard Trail) to allow the Owner to perform grading on the property located to the west of the Lot (on Lot 3, Block 1, Orchard Trail). The written permission shall be provided to the City Engineer prior to the Owner beginning any grading on the Lot or any grading on the property to the west of the Lot (on Lot 3, Block 1, Orchard Trail).

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

3.3 **GRADING/DRAINAGE PLAN.** The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. The Owner shall install a raingarden in accordance with the Orchard Trail Raingardens plans prepared by Emmons & Oliver Resources, Inc. dated June 16, 2005. The Orchard Trail Raingardens plans prepared by Emmons & Oliver Resources, Inc. are on file with the City.

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

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Plat resulting from the grading or building on the land within the Plat by the Owner or its agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

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

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

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

3.9 AS BUILT INFORMATION. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with

City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD.

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 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

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

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

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

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

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

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

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

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

b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 13 hereof;

c.) the City may suspend or deny building and occupancy permits for buildings within the Lot;

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

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

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 that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to a Owner Default, for any of the following reasons:

a.) a Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

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

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

10.2 ESCROW RELEASE AND ESCROW INCREASE.

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 ADDITIONAL INSPECTION ESCROW. In addition to the Escrow Amount, the Owner shall also deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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 Improvements, the City shall return to the Owner any remaining portion of the Engineering Escrow Amount not otherwise charged the Owner 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 the Improvements in the event such problems and deficiencies arise after the City has accepted the 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 Owner any remaining Escrow Retainage when all the following events have occurred:

a.) The expiration of the warranty period under Section 1.17(E) of this Agreement.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems exceed the initially deposited $1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11
MISCELLANEOUS

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

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

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

11.4 RECORDING. This Custom Grading Agreement shall be recorded by the Owner with the County Recorder by October 23, 2013, and the Owner shall provide and execute any and all documents necessary to implement the recording.

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the land and shall be binding upon the heirs, successors, administrators and assigns of the Owner.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement

without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Lot.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of September, 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:
MIHM CUSTOM HOMES, INC.

By: _____
Thomas C. Mihm
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of September, 2013, before me a Notary Public within and for said County, personally appeared Thomas C. Mihm, to me personally known, who being by me duly sworn, did say that he is the President of Mihm Custom Homes, Inc., a Minnesota corporation, and that the foregoing instrument was executed on behalf of Mihm Custom Homes, Inc. by authority of the Board of Directors of Mihm Custom Homes, Inc.

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN		DATE OF PLAN PREPARATION	PREPARED BY
1.)	Certificate of Survey	9/13/13	Pioneer Engineering, P.A.

The Certificate of Survey was approved by the City Engineer on September 18, 2013.

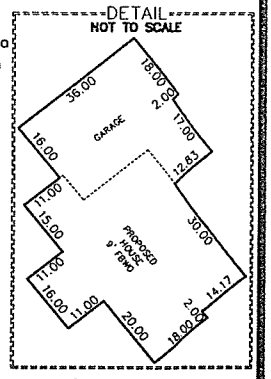
Lot 2, Block 1, ORCHARD TRAIL

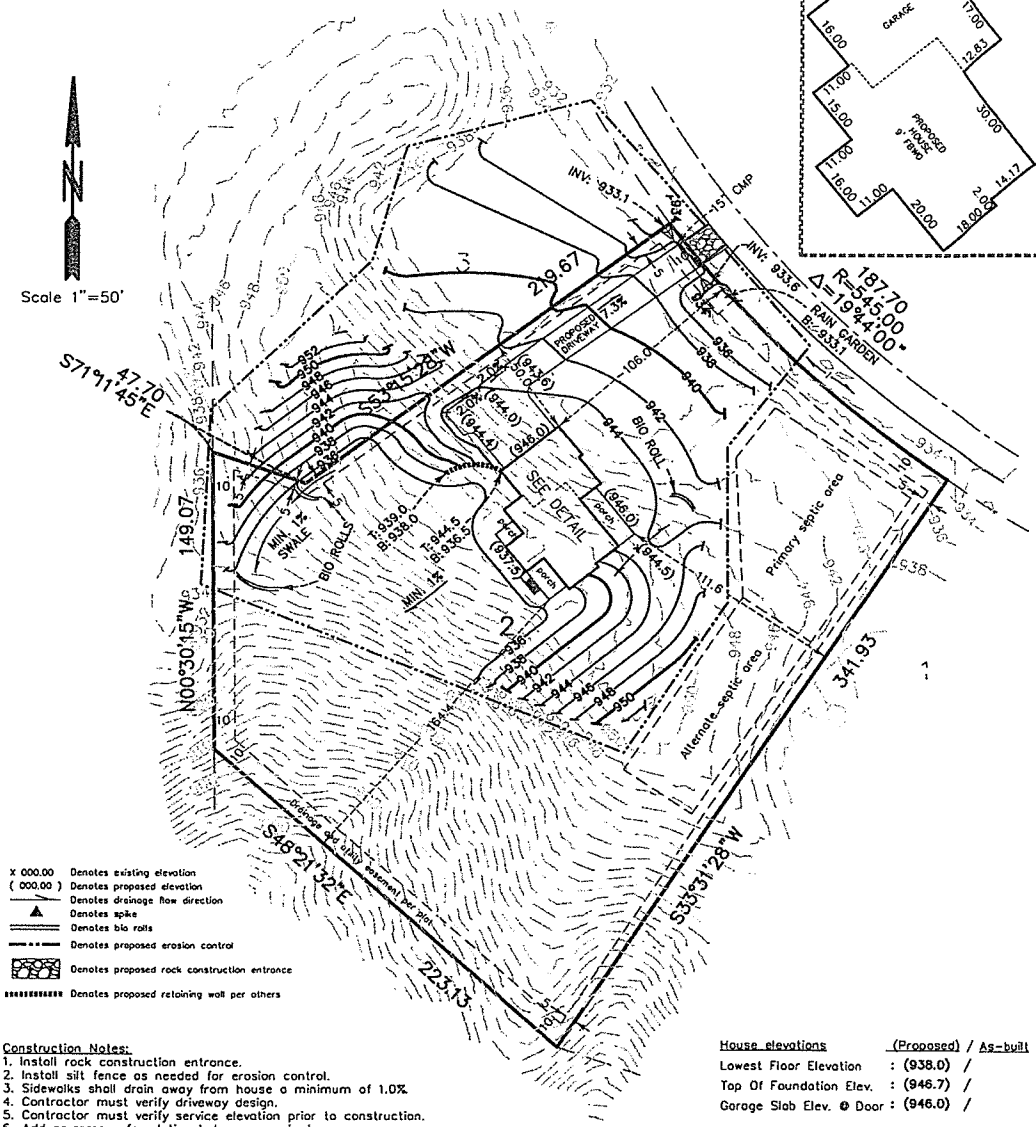
according to the recorded plat thereof Dakota County, Minnesota

Address: 1578 86th Court East, Inver Grove Heights, Minnesota

House Model: Elevation:

Buyer:





X 000.00 Denotes existing elevation

(000.00) Denotes proposed elevation

Denotes drainage flow direction

Denotes spike

Denotes bio rolls

Denotes proposed erosion control

Denotes proposed rock construction entrance

Denotes proposed retaining wall per others

Construction Notes:
1. Install rock construction entrance.
2. Install silt fence as needed for erosion control.
3. Sidewalks shall drain away from house a minimum of 1.0%.
4. Contractor must verify driveway design.
5. Contractor must verify service elevation prior to construction.
6. Add or remove foundation ledge as required.

General Notes:
1. Grading plan by last dated was used to determine proposed elevations shown herein.
2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
4. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of the surveyor.
5. This certificate does not purport to show easements other than those shown on the recorded plat.
6. Bearings shown are based on an assumed datum.

House elevations	(Proposed) / As-built
Lowest Floor Elevation	: (938.0) /
Top Of Foundation Elev.	: (946.7) /
Garage Slab Elev. @ Door	: (946.0) /

We hereby certify to Mihm Custom Homes that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 09/13/13.

Signed: Pioneer Engineering, P.A.

BY: _____

Peter J. Hawkinson, Professional Land Surveyor
Minnesota License No. 42299
email-phawkinson@pioneereng.com

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
Ph.: (651) 681-1914
Fax: (651) 681-9488
www.pioneereng.com

Revisions:
1.) 09-18-13 CITY COMMENTS

Project #: 112311.001
Folder #: 2368 Drawn by: mdp

Certificate of Survey for:
Mihm Custom Homes

842 Ivy Lane
Eagan, MN 55123

© 2013 Pioneer Engineering

APPENDIX 2
IMPROVEMENTS

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

CHECKED	COMPLETION DATE	IMPROVEMENT
X	Prior to obtaining building permit	grading, drainage, erosion control
X	Prior to Certificate of Occupancy	raingarden (along 86th Court E.)
X	Prior to Certificate of Occupancy	As-built Certificate of Survey
X	Within 6 months after Certificate of Occupancy	landscaping

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for Lot 1, Block 1, Wildwood Ranch Estates (Lemieux) 8688 Alvarado Trail

Meeting Date:	September 23, 2013		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer TJK		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve a Custom Grading Agreement for a new home to be built at 8688 Alvarado Trail.

SUMMARY

The owners of 8688 Alvarado Trail are affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Lance and Amy Lemieux, have provided the required Grading and Erosion Control Plans. They have signed the Custom Grading Agreement (attached) which spells out the conditions to be met. They also provided a surety of $10,000 to ensure compliance. An engineering escrow of $1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading.

It is recommended that the City Council approve the Custom Grading Agreement for 8688 Alvarado Trail (Lot 1, Block 1, Wildwood Ranch Estates) and authorize the Mayor to execute the Agreements.

TJK/js
Attachments: Custom Grading Agreement with site plan

CUSTOM GRADING AGREEMENT
FOR
LOT 1, BLOCK 1, WILDWOOD RANCH ESTATES
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 23rd day of September, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

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

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 **OWNER.** "Owner" means Lance E. Lemieux and Amy S. Lemieux, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means the Certificate of Survey dated July 16, 2013 and revised on August 30, 2013, prepared by James R. Hill, Inc. approved by the City Engineer on September 9, 2013, and identified in and attached to Appendix 1.

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

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

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

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

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

b.) pipeline companies.

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

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

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

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

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

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

d.) breach of the Owner Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:
Lance E. Lemieux and Amy S. Lemieux
3641 Widgeon Way
Eagan, MN 55123

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

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 1, Block 1, Wildwood Ranch Estates, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

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

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

ARTICLE 3
IMPROVEMENTS

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

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

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

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

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

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

3.7 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

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

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

3.10 AS BUILT INFORMATION. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD.

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 4
OTHER PERMITS

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

ARTICLE 5
RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 6
OWNER WARRANTIES

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

ARTICLE 7
CITY WARRANTIES

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

ARTICLE 8
INDEMNIFICATION OF CITY

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

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

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

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

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

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

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

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

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

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

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

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

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

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

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

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

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

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

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

ARTICLE 10
ESCROW DEPOSIT

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

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 that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to an Owner Default, for any of the following reasons:

a.) an Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

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

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

10.2 <u>ESCROW RELEASE AND ESCROW INCREASE.</u>

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 <u>ENGINEERING ESCROW AMOUNT.</u> In addition, the Owner shall deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

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

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

further deficiencies or problems.

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

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

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited $1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11
MISCELLANEOUS

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

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

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

11.4 RECORDING. Within 30 days from the date of this Custom Grading Agreement, the Custom Grading Agreement shall be recorded by the Owner with the County Recorder and the Owner shall provide and execute any and all documents necessary to implement the recording.

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the Owner.

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

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of

its obligations under this Custom Grading Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Custom Grading Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of September, 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:

Lance E. Lemieux

Amy S. Lemieux

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 10th day of September, 2013, by Lance E. Lemieux and Amy S. Lemieux, husband and wife.

Notary Public

KELLY J MYERS
Notary Public
Minnesota
My Comm. Expires
Jan 31, 2017

THIS INSTRUMENT DRAFTED BY:
LeVander, Gillen, & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

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

APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
1.) Certificate of Survey	7/16/13 *revised on 8/30/13	James R. Hill, Inc.

The above-listed plan was approved by the City Engineer on September 9, 2013.

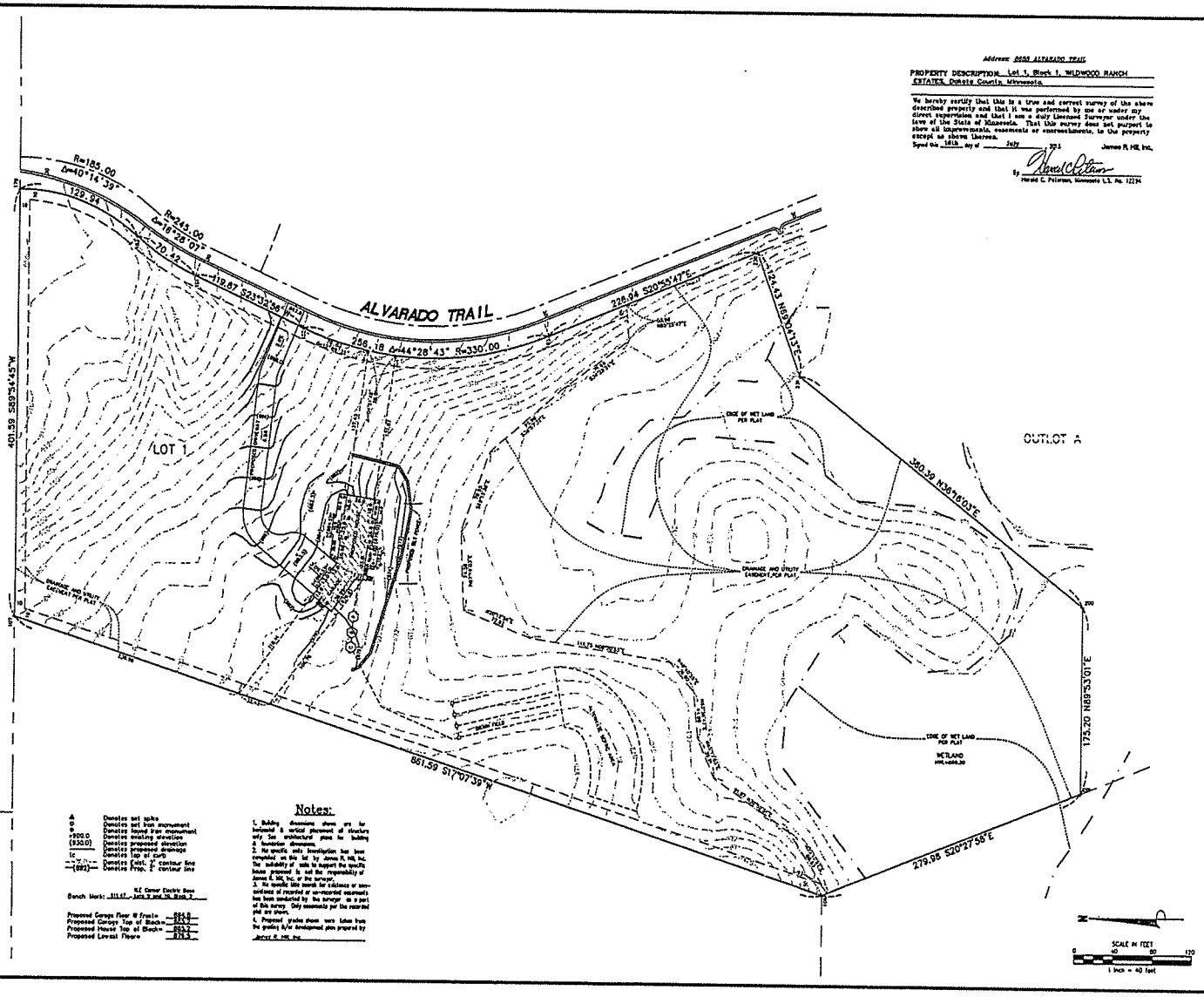
Address: 8655 ALVARADO TRAIL

PROPERTY DESCRIPTION: Lot 1, Block 1, WILDWOOD RANCH ESTATES, Dakota County, Minnesota.

We hereby certify that this is a true and correct survey of the above described property and that it was performed by me or under my direct supervision and that I am a duly Licensed Surveyor under the laws of the State of Minnesota. That this survey does not purport to show all improvements, easements or encroachments, to the property except as shown thereon.

Signed this 16th day of July, 2013 James R. Hill, Inc.

By: Harold C. Peterson, Minnesota L.S. No. 12234



▲	Denotes set spike
○	Denotes set iron monument
●	Denotes found iron monument
+900.0	Denotes existing elevation
(930.0)	Denotes proposed elevation
	Denotes proposed drainage
tc	Denotes top of curb
—(692)—	Denotes Exist. 2' contour line
	Denotes Prop. 2' contour line

Bench Mark: 915.67 N.E. Corner Electric Base Lots 9 and 10, Block 2

Proposed Garage Floor @ Front=	924.8
Proposed Garage Top of Block=	923.7
Proposed House Top of Block=	925.2
Proposed Lowest Floor=	926.2

Notes:

1. Building dimensions shown are for horizontal & vertical placement of structure only. See architectural plans for building & foundation dimensions.
2. No specific soils investigation has been completed on the lot by James R. Hill, Inc. The suitability of soils to support the specific house proposed is not the responsibility of James R. Hill, Inc. or the surveyor.
3. No specific title search for easements or encumbrances of recorded or un-recorded easements has been conducted by the surveyor as a part of this survey. Only easements per the recorded plat are shown.
4. Proposed grades shown were taken from the grading &/or development plan prepared by James R. Hill, Inc.

James R. Hill, Inc.

James R. Hill, Inc.
PLANNERS / ENGINEERS / SURVEYORS
2500 W. Cty. Rd. 42, Suite 120, Burnsville, MN 55337
PHONE: (952)890-8044 FAX: (952)890-8216

Lot 1, Block 1, WILDWOOD RANCH ESTATES

SAVAGE GROVE HEIGHTS, MINNESOTA

CERTIFICATE OF SURVEY

FOR

LANCE AND AMY LEMIEUX

DRAWN BY	SHP/PLM
DATE	7/16/13
REVISIONS	8/30/13 Prop. con., sil. & septic
CAD FILE	22975x.dwg
PROJECT NO.	22975
FILE NO.	1-13-043
SHEET 1 OF 1	

22975x.dwg — 8/30/2013 10:18 PM

APPENDIX 2
IMPROVEMENTS

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

CHECKED	COMPLETION DATE	IMPROVEMENT
X	Prior to obtaining building permit	grading, drainage, and sediment & erosion control
X	Prior to Certificate of Occupancy	As-built Certificate of Survey
X	Within 6 months after Certificate of Occupancy	landscaping

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 3, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-09B – Sealcoating

Meeting Date:	September 23, 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

TJK

SDT SB

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 Fund (444), VMCC Fund, National Guard Armory Fund.

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 3, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-09B–Sealcoating.

SUMMARY

The improvements were ordered as part of the 2012 Pavement Management Program. The contract was awarded in the amount of $411,546.24 to Pearson Brothers on June 25, 2012 for City Project No. 2012-09B–Sealcoating.

The contractor has completed the work through August 31, 2013 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 2 in the reduced amount of -$23,813.85 which results in a final contract amount of $306,289.25, Final Pay Voucher No. 2 in the amount of $39,105.98, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-09B–Sealcoating.

TJK/js

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

FINAL COMPENSATING CHANGE ORDER NO. 3

2012 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2012-09B
SEALCOATING

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 23, 2013
Contractor: Pearson Brothers 11079 Lamont Avenue N.E. Hanover, MN 55341	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

See Attached

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $411,546.24	Original Contract Time:
Previous Change Orders ($81,443.14)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $330,103.10	Contract Time Prior to this Change Order
Net Decrease of this Change Order $23,813.85	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $306,289.25	Contract Time with Approved Change
Recommended By: _____ John Schmeling, Engineering Technician	Approved By: _____ Pearson Brothers

Approved By: _____
Thomas J. Kaldunski, City Engineer

Approved By: _____
George Tourville, Mayor

Date of Council Action: September 23, 2013

ATTACHMENT TO FINAL COMPENSATING CHANGE ORDER No. 3

VMCC Parking Lot Fog Seal

In accordance with a memo to Council, dated June 11, 2013, a fog seal of the VMCC parking lot was done under warranty. Other warranty work was also done in accordance with the memo. As part of the warranty agreement $1,095.50 was to be paid to bring the parking lot up to the original contract amount. This is being paid under this change order but the contract amount to date is sufficient to cover the payment.

Final Compensating Change Order Amount:

Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form. The amount is calculated as follows:

Total Value of work completed to date	$306,289.25
Contract amount to date (After Change Orders No. 1 and 2)	$330,103.10
Compensating Change Order Amount (Deduction)	**-$23,813.85**

Total of Change Order Number 3 -$23,813.85

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Two (2) FINAL

DATE: September 23, 2013

PERIOD ENDING: August 31, 2013

CONTRACT: 2012 Pavement Management Program

PROJECT NO: 2012-09B Sealcoating

TO: Pearson Brothers
11079 Lamont Avenue N.E.
Hanover, MN 55341

Original Contract Amount	$411,546.24
Total Addition	$0.00
Total Deduction (Change Orders No. 1, 2, and 3)	$105,256.99
Total Contract Amount	$306,289.25
Total Value of Work to Date	$306,289.25
Less Retained (0%)	$0.00
Less Previous Payment	$267,183.27
Total Approved for Payment this Voucher	$39,105.98
Total Payments including this Voucher	$306,289.25

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through August 31, 2013.

Signed by: Thomas J. Kaldunski, City Engineer — September 23, 2013

Signed by: Pearson Brothers — 9-16-13 Date

Signed by: George Tourville, Mayor — September 23, 2013

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2012-09B
SEAL COAT

September 23, 2013

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract to Pearson Brothers. The work consisted of Sealcoating.

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

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

ORIGINAL CONTRACT PRICE	$411,546.24
CHANGE ORDERS (Deduction)	($105,256.99)
FINAL CONTRACT AMOUNT	$306,289.25
FINAL VALUE OF WORK	$306,289.25
PREVIOUS PAYMENTS	$267,183.27
BALANCE DUE	$39,105.98

Sincerely,

Thomas J. Kaldunski

Thomas J. Kaldunski, P.E.
City Engineer

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF PEARSON BROTHERS AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $39,105.98

2012 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2012-09B – SEAL COAT

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated June 25, 2012, Pearson Brothers, satisfactorily completed improvements and appurtenances for the 2012 Pavement Management Program, City Project No. 2012-09B – Seal Coat.

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

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

Adopted by the City Council of Inver Grove Heights this 23rd day of September 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

PAYMENT #2 FINAL

9/23/2013

2012 PAVEMENT MANAGEMENT PROGRAM
SEALCOAT PROJECT
City Project # 2012-09B

Base Bid

Item No.	Base Bid	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Price	Contract Cost to Date
1	Street Sweeping	Hours	80	75	$ 85.00	$ 6,800.00	$ 6,375.00
2	Seal Coating (FA-2 Class A)	SY	112,061	95,668	$ 1.42	$ 159,126.62	$ 135,848.56
3	Seal Coat Aggregate (FA-3 Class A)	SY	108,464	61,876	$ 1.48	$ 160,526.72	$ 91,575.99
4	Pavement Message (Left Arrow) Latex	EA	40	5	$ 60.00	$ 2,400.00	$ 300.00
5	Pavement Message (Right Arrow) Latex	EA	25	3	$ 60.00	$ 1,500.00	$ 180.00
6	Pavement Message (Thru Arrow) Latex	EA	4		$ 60.00	$ 240.00	$ -
7	Pavement Message (Stop) Latex	EA	2		$ 75.00	$ 150.00	$ -
8	Pavement Message (Ahead) Latex	EA	2		$ 85.00	$ 170.00	$ -
9	Linear Markings 4" Width Latex Solid White	LF	6,350	4,600	$ 0.14	$ 889.00	$ 644.00
10	Linear Markings 4" Width Latex Double Yellow	LF	17,000	12,704	$ 0.30	$ 5,100.00	$ 3,811.20
11	Linear Markings 4" Width Latex Broken White	LF	5,500		$ 0.14	$ 770.00	$ -
12	Linear Markings 12" Width Latex Solid White	LF	450		$ 2.30	$ 1,035.00	$ -
13	Linear Markings 18" Width Latex Solid White	LF	700	266	$ 2.50	$ 1,750.00	$ 665.00
14	Linear Markings 18" Width Latex Solid Yellow	LF	850	326	$ 2.00	$ 1,700.00	$ 652.00
15	Crosswalk Marking Paint White Latex	SF	3,450	2,055	$ 2.20	$ 7,590.00	$ 4,521.00
16	Traffic Control	LS	1	1	$ 4,500.00	$ 4,500.00	$ 4,500.00
					Total Base Bid:	$ 354,247.34	$ 249,072.75

Bid Alternate No. 1

Item No.	Bid Alternate No. 1	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Price	Contract Cost to Date
Schedule A							
1	Seal Coating (FA-2 Class A Crushed Trap Rock	SY	26,660	26,660	$ 1.65	$ 43,989.00	$ 43,989.00
2	Street Sweeping	HR	45	45	$ 45.00	$ 2,025.00	$ 2,025.00
3	Pavement Message (Thru Arrow) Latex	EA	2	2	$ 60.00	$ 120.00	$ 120.00
4	Pavement Message (Stop) Latex	EA	1	1	$ 75.00	$ 75.00	$ 75.00
5	Pavement Message (Handicap Parking) Latex	EA	15	15	$ 60.00	$ 900.00	$ 900.00
6	Crosswalk Marking Paint White Latex	SF	72	80	$ 2.20	$ 158.40	$ 176.00
7	Linear Markings 4" Width Latex Solid White	LF	8,610	8,419	$ 0.40	$ 3,444.00	$ 3,367.60
8	Linear Markings 4" Width Latex Solid Yellow	LF	300	241	$ 0.40	$ 120.00	$ 96.40
9	Linear Markings 18" Width Latex Solid White	LF	16	16	$ 2.50	$ 40.00	$ 40.00
					Subtotal:	$ 50,871.40	$ 50,789.00
Schedule B							
1	Bituminous Fog Seal (SS-1h)	SY	25,710	0	$ 0.25	$ 6,427.50	$ -
					Subtotal:	$ 6,427.50	$ -
					Total Bid Alternate No. 1:	$ 57,298.90	$ 50,789.00

Original Contract Amount:	$ 411,546.24	
Change Order No. 1:	$ (80,347.64)	
Change Order No. 2:	$ (1,095.50)	$ 5,332.00
Final Compensating Change Order No. 3:	$ (23,813.85)	$ 1,095.50
Current Contract Amount:	$ 306,289.25	
Contract Work Completed to Date:		$ 306,289.25
Retainage (0%):		$ -
Previous Payments:		$ 267,183.27
Amount Due This Payment #2 FINAL:		$ 39,105.98

AGENDA ITEM_____

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

Consider Resolution Accepting Proposal and Awarding Contract to American Engineering Testing for Geotechnical Construction Testing Services for City Project No. 2012-07 – Bohrer Pond Northwestern Pre-treatment Basin Restoration

Meeting Date:	September 23, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent	[ ]	None
Contact:	Thomas J. Kaldunski, 651.450.2572	[ ]	Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer	[ ]	Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director	[ ]	FTE included in current complement
	SDT	[ ]	New FTE requested – N/A
		[X]	Other: Storm Water Utility Fund

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal from American Engineering Testing for geotechnical construction testing services for the City Project No. 2012-07 – Bohrer Pond Northwestern Pre-treatment Basin Restoration.

SUMMARY

City Council ordered City Project No. 2012-07 on June 24, 2013. The project was awarded to Sunram Construction for a total bid amount of $284,792.00 on August 26, 2013. A proposal was requested by staff from American Engineering Testing for construction testing services for the project. They were selected because they are in the City's Technical Consultant Services Pool, as well as their expertise and knowledge of the project.

I recommend that the City Council adopt the resolution accepting the proposal and awarding a contract for geotechnical construction testing services to American Engineering Testing in the amount of $14,420.00 for City Project No. 2012-07 – Bohrer Pond Northwestern Pre-treatment Basin Restoration. The proposal allows the City to adjust American Engineering Testing's field observation as needed on the weir wall. The City Engineering Division will provide project observation.

TJK/swd

Attachments: American Engineering Testing Proposal

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT TO AMERICAN ENGINEERING TESTING FOR GEOTECHNICAL CONSTRUCTION TESTING SERVICES FOR CITY PROJECT NO. 2012-07 – BOHRER POND NORTHWESTERN PRE TREATMENT BASIN RESTORATION

RESOLUTION NO. _____

WHEREAS, as part of the City Project 2012-07, the City identified a need for geotechnical services to monitor construction vibration and inspect the installation of a sheet pile weir.

WHEREAS, in order to complete the geotechnical testing services in a timely manner, staff reviewed the geotechnical firms in the City's Technical Consultant Services Pool; and

WHEREAS, based on the experience of the firm, the project scope, past affiliation with completing the project's previous borings, and associated fee for the proposed service, it was decided that the American Engineering Testing proposal be awarded for geotechnical testing services.

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

The proposal of American Engineering Testing is accepted and staff is authorized to enter into a contract in the amount of $14,420.00 for geotechnical construction testing services for City Project No. 2012-07 – Bohrer Pond Northwestern Pre-treatment Basin Restoration.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of September 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

September 17, 2013

City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Attn: Mr. Tom Kaldunski, P.E.

RE: Proposal for Geotechnical and Vibration Consultation and Testing Services
Bohrer Pond NW Pretreatment Basin Project
Inver Grove Heights, Minnesota
AET Proposal No. 28-00758

Dear Mr. Kaldunski:

Thank you for the opportunity to respond to your request for a proposal to perform geotechnical and vibration monitoring services for the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this proposal which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services.

Project Information

The City of Inver Grove Heights (City) will be reconstructing and implementing a pretreatment basin northwest of Bohrer Pond along the east side of Carmen Avenue and south of Claude Way. The contractor will be Sunram Construction (Contractor).
The project will consist of the following:

- Clearing and grubbing
- Sediment removal
- Excavation
- Filling
- Sheet Pile Weir construction
- Storm water improvements
- Seeding and restoration

Geotechnical Information

A geotechnical exploration and environmental assessment was performed for this project by AET. The results were presented in our Report of Geotechnical Exploration and Environmental Assessment, dated April 23, 2013 (AET Project No. 03-04710). In general, our soil borings encountered 9½ feet of fill overlying alluvium. The fill soils are comprised of mainly clayey sand and silty sand with trace amounts of gravel. The alluvial soils consist of coarse alluvium (gravelly sand with silt and silty sand) interbedded with some relatively thin layers of fine alluvium (lean clay

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and sandy silt) with trace amounts of gravel. Reference should be made to this report for additional information.

Schedule

Based on the schedule provided by the Contractor at the preconstruction meeting on September 11, 2013, the project is expected to begin work in October, 2013, and is expected to take approximately 3½ weeks to complete. It was noted that if conditions allow the project could start as early as October 14, 2013. The project is expected to have substantial completion by November 15, 2013.

Scope of Services

Based on discussions with you and others present at the preconstruction meeting, our review of the available plans and specifications, our anticipated scope of services is outlined below.

Vibration Monitoring

It is our understanding that the City would like AET to provide vibration monitoring during the excavation and installation of the underground utilities and the sheet pile skimmer weir construction.

Prior to the beginning of the work a Staff Engineer from our firm will visit the site and set up the vibration monitoring equipment. We understand that the City would like the monitoring equipment to be installed in the northeast area of the construction site, just southwest of the nearby parking lot.

At the beginning of the construction our Staff Engineer will be present to ensure the equipment is performing properly and make any necessary adjustments. Throughout the duration of the work, site visits will be made approximately 2 to 3 times per week for data collection and recording.

A separate report summarizing our results will be provided to you at the end of the monitoring process.

Sheet Pile Weir Design Review

A Principal Engineer from our geotechnical group will review the sheet pile skimmer weir plans that will be provided by Contractor for general conformance with industry standard practices and guidelines. Our review will be limited to the available plan sheets; review of calculations performed by the contractor's designer will not be included in the scope of our review.

Weir Observation

As you requested, full-time observation should be performed for the sheet pile skimmer weir construction. Based on discussions with you, we assume that AET will perform the observation services. Based on the available conceptual plans and specifications, our scope of services during the sheet pile skimmer weir construction would consist of the following:

- Document the hammer type used to install the sheets

- Document the sheeting type and lengths.
- Document the sheeting installation depths and date of installation.
- Document any observable construction difficulties during sheeting installation.
- Document that the sheeting installation is in accordance with the plans.

Our services during the weir construction are planned to be performed on full-time basis. We assume the construction of the weir will take 6 days according to Contractor's schedule.

Reporting

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services.

Estimated Fees

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. Our estimated total cost will be $14,420. We arrived at this estimated cost as follows.

▪ Vibration Equipment Installation and Monitoring Seismograph rental for duration of project at $1,500 8 trips for setup and data collection at $300.00 per trip Report at $400	$4,300.00
▪ Sheet Pile Skimmer Weir Design Review: 10 hours of review by a Principal Engineer	$1,720.00
▪ Weir Field Observation 6 days of observation including travel time and mileage	$ 8,400.00
Estimated Total:	**$14,420.00**

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings

will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

Terms and Conditions

Our services will be performed in accordance with the terms and conditions outlined our Master Contract with the City of Inver Grove Heights with Addendum No. 1, April 6, 2012, (enclosed).

Acceptance

We are submitting this proposal in two copies for acceptance. When it is accepted, we ask that one copy be signed by an authorized representative of the party responsible for payment for these services, and that this copy be returned to us as authorization to proceed.

Acceptance of this proposal by the authorized signature, verbal authorization to proceed, or issuance of a purchase order, indicates that you understand and accept the terms and conditions contained in this proposal.

General Remarks

If you have any questions regarding this proposal, or if we can be of further assistance, please contact us.

Sincerely,

American Engineering Testing, Inc.

Luke Thompson
Staff Engineer II
763-242-6465 mobile
lthompson@amengtest.com

PROPOSAL ACCEPTED BY:

Signature: _____

Printed Name: _____

Company: _____

Date: _____

AGENDA ITEM_____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal and Awarding Contract to Braun Intertec for Geotechnical Construction Testing Services for the 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay

Meeting Date:	September 23, 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: Special Assessments, Pavement Management Fund, Water and Sewer Funds

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal from Braun Intertec for geotechnical construction testing services for the 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overlay.

SUMMARY

City Council ordered City Project No. 2013-09C on July 22, 2013. The project was awarded to McNamara Construction for a total bid amount of $226,050.00 on August 26, 2013. A proposal was requested by staff from Braun Intertec for construction testing services for the project.

I recommend that the City Council adopt the resolution accepting the proposal and awarding a contract for geotechnical construction testing services to Braun Intertec in the amount of $1,953.00 for City Project No. 2013-09C – Mill and Overlay.

TJK/swd

Attachments: Braun Intertec Proposal

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESPOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT TO BRAUN INTERTEC FOR GEOTECHNICAL CONSTRUCTION TESTING SERVICES FOR THE 2013 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2013-09C – MILL AND OVERLAY

RESOLUTION NO. _____

WHEREAS, as part of the City's 2013 Pavement Management Program, the following streets have been identified for geotechnical testing services:

City Project No. 2013-09C
- Conroy Way from Clayton Avenue to 78th Street
- Cloman Avenue from 80th Street to Conroy Way

WHEREAS, in order to complete the geotechnical testing services in a timely manner, staff reviewed the geotechnical firms in the City's Technical Consultant Services Pool; and

WHEREAS, based on the experience of the firm, the project scope, past affiliation with completing the project's previous borings, and associated fee for the proposed service, it was decided that Braun Intertec's proposal be awarded for geotechnical testing services.

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

1. The proposal of Braun Intertec is accepted and staff is authorized to enter into a contract in the amount of $1,953.00 for geotechnical construction testing services for the 2013 Pavement Management Program, City Project No. 2013-09C – Mill and Overly.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of September 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Braun Intertec Corporation
11001 Hampshire Ave S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

September 9, 2013

Proposal BL-13-06032

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

Re: Proposal for Construction Materials Testing
City Project No. 2013-09C Mill & Overlay
Inver Grove Heights, Minnesota

Dear Mr. Dodge:

We respectfully submit our proposal to complete the construction materials testing for the proposed 2013-09C Mill and Overlay Improvements Project located in Inver Grove Heights.

Our Understanding of Project

The project consists of bituminous mill and overlay improvements to Conroy Way from Clayton Avenue to 78th Street and Cloman Avenue from 80th Street to Conroy Way. This project will include bituminous milling, bituminous paving and concrete placements.

Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and cost if the project changes.

- Request for proposal packet received on September 6, 2013.
- Discussions with you.

Scope of Services

We will provide technicians or engineers – working under the direction of a Professional Engineer – to perform our observation and testing services. Observation and testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or the project contractors. We have reviewed the available project information and propose to:

- Sample and test bituminous pavement materials for compliance with the project documents – this task includes laboratory asphalt content, extracted aggregate gradation tests, gyratory gravity and rice tests.

- Test bituminous core pavement material for compliance with the project documents – this task includes laboratory thickness and density testing. Randomly determine and mark core pavement locations and observe the contractor coring in accordance with MnDOT's specifications.

- Sample and test fresh concrete associated with the project for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.

- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents.

- Provide project management for the quality control observation and testing services described above – this task includes scheduling field personnel, reviewing observation and test reports, and communicating with you, the project contractor(s), other project team members and the building official, as needed.

Scheduling Assumptions

Based on our understanding of the project and the available project information, we assume the work for this phase of the project will proceed according to the following schedules:

- We assume bituminous paving will be completed in one trip, with the contractor placing around 1,100 tons.

- We assume all bituminous coring will be performed by the contractor in accordance with MnDOT's specifications.

If the pace of construction is different than described above, this proposal should be revised.

Cost

We will furnish the services described herein for an estimated fee of $1,953.00. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work will extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This proposal was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 am to 4:00 pm, Monday through Friday. Services that we are asked to provide to meet the project requirements or a contractor's construction schedule outside our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. It is provided in duplicate so the original can be retained for your records and the ***copy can be signed and returned to us. Please return the signed copy in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and those others will not delay us beyond our proposed schedule.

All services will be performed in accordance with our Master Service Agreement with the City of Inver Grove Heights dated April 19, 2012, which is considered part of the proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Chad Seaton at 612.221.0450 or cseaton@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION

Chad M. Seaton
Transportation Project Manager

Andrew Valerius for:
Benjamin P. Dzioba, PE, PMP
Principal/Senior Engineer

Attachments:
Table 1. Estimated Costs

The proposal is accepted, and you are authorized to proceed.

City of INVER GROVE HTS
Authorizer's Firm

Thomas J Kaldunski
Authorizer's Signature

THOMAS J. KALDUNSKI
Authorizer's Name (please print or type)

City Engineer
Authorizer's Title

9/9/13
Date

BRAUN INTERTEC

COST ESTIMATE

BL-13-06032

Mill & Overlay 2013-09C

City of Inver Grove Heights
Steve Dodge
8150 Barbara Ave
Inver Grove Heights, MN 55077

Service Desc: Construction Materials Testing

Work Location: Conroy Way from Clayton Ave to 78th St
Inver Grove Heights, MN

Estimator : Chad m Seaton

Description:		Quantity:	Units:	Unit Price:	Extension:
Phase:Construction Materials Testing					
Start Date: 9/9/2013 End Date:12/1/2013					
Task: Concrete Observations & Testing					
Concrete Testing		4.00	Hours	68.00	272.00
Sidewalks/Driveways	*1.00 Trip at*	*2.00 Hours per Trip*			
Curb & Gutter	*1.00 Trip at*	*2.00 Hours per Trip*			
Concrete Cylinder Pick up		1.00	Hours	52.00	52.00
	1.00 Trips at	*1.00 Hour per Trip*			
Compressive strength of 4 x 8" concrete cylinders (ASTM C 39), per unit		6.00	Tests	24.00	144.00
Sidewalks/Driveways	*1.00 Set of*	*3.00 Cylinders/Set*			
Curb & Gutter	*1.00 Set of*	*3.00 Cylinders/Set*			
Trip charge		3.00	Trips	30.00	90.00
		Concrete Observations & Testing Total:			558.00
Task: Pavement Observations & Testing					
Sample pick-up		2.00	Hours	68.00	136.00
Mark & Observe Contractor Core		2.00	Hour	89.00	178.00
	1.00 Trip at	*2.00 Hours per Trip*			
Rice specific gravity (ASTM D 2041)		1.00	Test	68.00	68.00
Asphalt Content (ASTM D 2172/6307)		1.00	Test	129.00	129.00
Extracted aggregate gradation (ASTM D 5444)		1.00	Test	89.00	89.00
Thickness and density of pavement core (ASTM D 2726)		6.00	Tests	43.00	258.00
Gyratory gravity (AASHTO T312)		1.00	Test	155.00	155.00
Trip charge		2.00	Trips	30.00	60.00
		Pavement Observations & Testing Total:			1,073.00
Task: Engineering & Project Management					
Project Manager		2.00	Hours	143.00	286.00
Project Assistant		0.50	Hour	72.00	36.00
		Engineering & Project Management Total:			322.00
		Construction Materials Testing Total:			1,953.00
		Project Total:			1,953.00

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-15 – Sediment Removal from Basin at 79th Street and Blanchard Way

Meeting Date:	September 23, 2013		Fiscal/FTE Impact:
Item Type:	Consent		None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
			New FTE requested–N/A
		X	Other: Storm Water Utility Fund, MPCA Grant

TJK

SDT

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-15–Sediment Removal from Basin at 79th Street and Blanchard Way.

SUMMARY

The improvements were ordered as part of the 2012 Storm Sewer Maintenance Program. The contract was awarded in the amount of $128,643.00 to Dahn Construction on September 10, 2012 for City Project No. 2012-15–Sediment Removal from Basin at 79th Street and Blanchard Way.

The contractor has completed the work through August 31, 2013 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 2 in the amount of -$6,373.30 which results in a final contract amount of $122,269.70, Final Pay Voucher No. 2 in the amount of $10,423.54, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2012-15 – Sediment Removal from Basin at 79th Street and Blanchard Way. Staff will submit the final MPCA Grant Payment Request per the Environmental Assistance Grant Program Agreement following approval of this final payment.

TJK/jds

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

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: Two (2) FINAL

DATE: September 23, 2013

PERIOD ENDING: August 31, 2013

CONTRACT: 2012 Storm Sewer Maintenance Program

PROJECT NO: 2012-15 Sediment Removal from Basin at 79th Street and Blanchard Way

TO: Dahn Construction Company
13135 Doyle Path
Rosemount, MN 55068

Original Contract Amount	$128,643.00
Total Addition	$0.00
Total Deduction	$6,373.30
Total Contract Amount	$122,269.70
Total Value of Work to Date	$122,269.70
Less Retained (0%)	$0.00
Less Previous Payment	$111,846.16
Total Approved for Payment this Voucher	$10,423.54
Total Payments including this Voucher	$122,269.70

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through August 31, 2013.

Signed by: Thomas J. Kaldunski, City Engineer — September 23, 2013

Signed by: Susan Stevens
Dahn Construction Company
Secretary-Treasurer — 9-16-13 Date

Signed by: _____
George Tourville, Mayor — September 23, 2013

FINAL COMPENSATING CHANGE ORDER NO. 2
STORM WATER MAINTENANCE
2012 ~~PAVEMENT MANAGEMENT~~ PROGRAM
CITY PROJECT NO. 2012-15
SEDIMENT REMOVAL FROM STORM WATER BASIN AT 79TH STREET AND BLANCHARD WAY

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 23, 2013
Contractor: Dahn Construction Company 13135 Doyle Path Rosemount, MN 55068	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in the Final Payment Voucher form. The amount is calculated as follows:

Total Value of Work Completed to Date =	$122,269.70
Contract Amount to Date =	$128,643.00
Final Compensating Change Order Amount =	**(-$6,373.30)**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $128,643.00	Original Contract Time:
Previous Change Orders $0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order $128,643.00	Contract Time Prior to this Change Order
Net Decrease of this Change Order $6,373.30	Net Increase of Change Order
Contract Price with all Approved Change Orders $122,269.70	Contract Time with Approved Change
Recommended By: John Schmeling, Engineering Technician	Approved By: Dahn Construction Company

Approved By: Thomas J. Kaldunski, City Engineer

Approved By: George Tourville, Mayor

Date of Council Action: September 23, 2013

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2012-15
SEDIMENT REMOVAL FROM STORM WATER BASIN AT 79TH STREET AND BLANCHARD WAY

September 23, 2013

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have reviewed the work under contract to Dahn Construction Company. The work consisted of sediment removal from a storm water basin.

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

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

ORIGINAL CONTRACT PRICE	$128,643.00
CHANGE ORDERS (Deduction)	($6,373.30)
FINAL CONTRACT AMOUNT	$122,269.70
FINAL VALUE OF WORK	$122,269.70
PREVIOUS PAYMENTS	$111,846.16
BALANCE DUE	$10,423.54

Sincerely,

Thomas J. Kaldunski

Thomas J. Kaldunski, P.E.
City Engineer

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF DAHN CONSTRUCTION COMPANY AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $10,423.54

2012 STORM SEWER MAINTENANCE PROGRAM
CITY PROJECT NO. 2012-15
SEDIMENT REMOVAL FROM STORM WATER BASIN AT 79TH STREET AND BLANCHARD WAY

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated September 10, 2012, Dahn Construction Company, satisfactorily completed improvements and appurtenances for the 2012 Storm Sewer Maintenance Program, City Project No. 2012-15 – Sediment Removal from Storm Water Basin at 79th Street and Blanchard Way.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, the City is authorized to submit its Final MPCA Grant Payment Request per the Environmental Grant Assistance Program Agreement dated September 20, 2012, and

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

Adopted by the City Council of Inver Grove Heights this 23rd day of September 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

PREPARED BY: JDS

SEPTEMBER 23, 2013

PAY VOUCHER NO. 2 (FINAL)

CITY PROJECT NO. 2012-15

SEDIMENT REMOVAL FROM STORM WATER BASIN AT 79TH STREET AND BLANCHARD WAY

					Original Bid		Change Order No. 1 Adjusted Quantities			
Item No.	MN/Dot No.	Base Bid	Unit	Original Est. Qty	Unit Price	Bid Price	Adjusted Qty.	Adjusted Price	Quantity to Date	Cost to Date
1	2021.501	MOBILIZATION	LS	1.00	$ 4,900.00	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00
2	2101.501	CLEARING	ACRE	0.50	$ 11,000.00	$ 5,500.00	0.50	$ 5,500.00	0.50	$ 5,500.00
3	2101.506	GRUBBING	ACRE	0.50	$ 11,000.00	$ 5,500.00	0.50	$ 5,500.00	0.50	$ 5,500.00
4	2104.601	REMOVE EXISTING 15" RC APRON	EA	1.00	$ 600.00	$ 600.00	1.00	$ 600.00	1.00	$ 600.00
5	2105.501	COMMON EXCAVATION (P)	CY	500.00	$ 13.50	$ 6,750.00	100.00	$ 1,350.00	248.40	$ 3,353.40
6	2105.501	EXCAVATE, HAUL, AND DISPOSE OF CONTAMINATED MATERIAL (EV)	CY	2150.00	$ 36.00	$ 77,400.00	2150.00	$ 77,400.00	2150.00	$ 77,400.00
7	2105.526	SELECT TOPSOIL BORROW (LV)	CY	100	$ 13.00	$ 1,300.00	100	$ 1,300.00	84.00	$ 1,092.00
8	2123.610	STREET SWEEPER WITH PICKUP BROOM	HR	20	$ 130.00	$ 2,600.00	20	$ 2,600.00	8.00	$ 1,040.00
9	2211.501	AGGREGATE BASE CLASS 5	TON	100	$ 23.00	$ 2,300.00	100	$ 2,300.00	100.00	$ 2,300.00
10	2106.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EA	2	$ 3,300.00	$ 6,600.00	2	$ 6,600.00	2.00	$ 6,600.00
11	2501.602	15" RC PIPE APRON	EA	1	$ 740.00	$ 740.00	1	$ 740.00	1.00	$ 740.00
12	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS III	LF	106	$ 45.00	$ 4,770.00	65	$ 2,925.00	65.00	$ 2,925.00
13	2506.602	CONNECT TO EXISTING STORM SEWER	EA	1	$ 1,300.00	$ 1,300.00	1	$ 1,300.00	1.00	$ 1,300.00
14	2511.501	RANDOM RIPRAP - CLASS IV	CY	35	$ 63.00	$ 2,205.00	49	$ 3,087.00	68.00	$ 4,284.00
15	2573.530	STORM DRAIN INLET PROTECTION	EA	4	$ 110.00	$ 440.00	4	$ 440.00	2.00	$ 220.00
16	2573.540	FILTER LOG, TYPE COMPOST	LF	1000.00	$ 3.30	$ 3,300.00	200.00	$ 660.00	0.00	$ -
17	2573.550	EROSION CONTROL SUPERVISOR	EA	1.00	$ 300.00	$ 300.00	1.00	$ 300.00	1.00	$ 300.00
18	2575.605	NATIVE SEED MIX	LB	65.00	$ 5.20	$ 338.00	75.00	$ 390.00	76.00	$ 395.20
19	2575.525	EROSION STABILIZATION MAT	SY	150.00	$ 4.50	$ 675.00	0.00	$ -	0.00	$ -
20	2575.604	BLOWN COMPOST WITH NATIVE SEED MIX	SY	150.00	$ 7.50	$ 1,125.00	0.00	$ -	0.00	$ -
21	CO 1	Salvage Existing 36" RCP	LF	0.00	$ 85.00	$ -	16.00	$ 1,360.00		$ -
22	CO 1	Connect to Existing Storm Sewer	EA	0.00	$ 1,450.00	$ -	1.00	$ 1,450.00		$ -
23	CO 1	Relay 36" RCP - Tied Joints	LF	0.00	$ 62.00	$ -	16.00	$ 992.00		$ -
24	CO 1	Relay F&I 36" RCP FES (no Trash Guard)	EA	0.00	$ 340.00	$ -	1.00	$ 340.00		$ -
25	CO 1	F&I 60" Diameter CB with R2561 Beehive	EA	0.00	$ 5,100.00	$ -	1.00	$ 5,100.00	0.435	$ 2,218.50
26	CO 1	Credit for MH1 and MH2 Changes	LS	0.00	$ (950.00)	$ -	1.00	$ (950.00)	1.00	$ (950.00)
27	CO 1	MNDOT Seed Mix 328	LB	0.00	$ 9.30	$ -	50.00	$ 465.00	50.00	$ 465.00
28	CO 1	MNDOT Seed Mix 270	LB	0.00	$ 4.00	$ -	26.00	$ 104.00	25.00	$ 100.00
29	CO 1	Flexterra Hydromulch	SY	0.00	$ 1.40	$ -	700.00	$ 980.00	564.00	$ 789.60
30	CO 1	Hydromulch	SY	0.00	$ 0.70	$ -	1300.00	$ 910.00	1710.00	$ 1,197.00
					Total:	$ 128,643.00		$ 128,643.00		$ 122,269.70

Note: Items 21-30 include added items and substitute items relating to site restoration.

Original Contract Amount:	$ 128,643.00		
Change Order No. 1:	$ -	$ -	
Final Compensating Change Order No. 2:	$ (6,373.30)	$ -	
Current Contract Amount:	$ 122,269.70		$ -

Contract Work Completed to Date:		$ 122,269.70
Retainage (0%):		$ -
Previous Payments:		$ 111,846.16
Amount Due This FINAL Payment #2:		$ 10,423.54

AGENDA ITEM _____

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

PERSONNEL ACTIONS

Meeting Date:	September 23, 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: Fitness – Siobhan Aliperto, Daniel LeVine, Recreation – Kyle Nordstrom, Derek Harden-Moreland and Dan Miller.

Please confirm the separation of employment of: Eric Kramer – Utility Maintenance Worker

AGENDA ITEM _____

MG Inver Grove, LLC

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date:	September 23, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular Agenda	X	None
Contact:	Allan Hunting 651.450.2554		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Consider the following requests for property located north of Amana Trail and west of Addisen Court:

a) An **Ordinance Amendment** to allow Veterinary Clinic- small animal as a conditional use in the B-4, Shopping Center District.

- Requires 3/5th's vote.

b) A Resolution relating to a **Conditional Use Permit** to allow a veterinary clinic on Lot 3, Block 1, Argenta Hills.

- Requires 4/5th's vote.

- 60-day deadline: October 18, 2013 (first 60-days)

SUMMARY

The owners of the commercial buildings next to Target have been working with a veterinarian who specializes in animal dermatology to lease some space in one of the buildings. The property is zoned B-4/PUD. Veterinary clinics are not currently allowed in that district. They are allowed in the B-1, B-2 and B-3 Districts. The applicant is requesting a code amendment and CUP to allow for the veterinary use.

ANALYSIS

There are total of 3 commercial areas that are zoned B-4; Argenta Hills, Southridge Shopping Center and Village Square Shopping Center. All 3 are multi building complexes, all with individual store fronts. Allowing vet clinics at this location does not appear to have any negative effects on either of the other B-4 zoned properties. Pet stores are currently allowed in B-4, so this would be consistent with allowing animal use businesses.

RECOMMENDATION

Planning Staff: Recommends approval of the requests as presented.

Planning Commission: Recommends approval of the requests with the added condition to the CUP that no outdoor pens or runs are allowed (6-0).

Attachments: Ordinance Amendment
Conditional Use Permit Resolution
Planning Commission Recommendation
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, (ZONING ORDINANCE) REGARDING ALLOWING VETERINARY CLINICS – SMALL ANIMAL IN THE B-4, SHOPPING CENTER DISTRICT AS A CONDITIONAL USE

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 10, Chapter 6, LAND USE MATRICES of the Inver Grove Heights City Code is hereby amended to add the following:

10-6-2: **LAND USES IN ALL NONRESIDENTIAL DISTRICTS:**

Use	B-1	B-2	B-3	B-4	OP	I-1	IOP	I-2	P	MU-PUD	COMM-PUD	OFFICE-PUD
Veterinary Clinic:												
Small animals	C	C	C	C							C	
Large animals												

Section Two. **Effective Date**. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the 23rd day of September, 2013.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A SMALL ANIMAL VETERINARY CLINIC LOCATED WITHIN THE BUILDING ON LOT 3, BLOCK 1, ARGENTA HILLS

(MG Inver Grove, LLC)
(Case No. 13-43CZA)

WHEREAS, an application for a Conditional Use Permit has been submitted for a small animal veterinary clinic on said property legally described as follows:

Lot 3, Block 1, Argenta Hills, according the recorded plat thereof, Dakota County, Minnesota

WHEREAS, the aforedescribed property is zoned B-4/PUD, Shopping Center District Planned Unit Development;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on September 17, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit to allow a small animal veterinary clinic is approved with the following condition:

1. No outdoor pens or runs allowed.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: September 17, 2013

SUBJECT: **MG INVER GROVE LLC – CASE NO. 13-43CZA**

Reading of Notice
Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to Title 10 of the City Code (Zoning Ordinance) to conditionally allow veterinary clinics with small animals in the B-4 zoning district, and a conditional use permit for a veterinary clinic to be located at Lot 3, Block 1, Argenta Hills. 1 notice was mailed.

Presentation of Request
Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the owners of the commercial buildings next to Target are looking at leasing one of the existing spaces for a specialty veterinary clinic. The zoning of the property is B-4. Veterinary clinics are allowed by conditional use in the B-1, B-2 and B-3 zoning districts, but not B-4. In staff's opinion, a veterinary clinic would function in the B-4 district as well. Staff has not included any special conditions for the CUP, but the Planning Commission may recommend additional conditions if deemed necessary. Staff recommends approval of the requests.

Commissioner Simon asked if the ordinance amendment was specific to this particular shopping center.

Mr. Hunting replied it would address all B-4.

Commissioner Simon asked if any veterinary clinics would then be allowed, regardless of size, number of animals, overnight stays, etc.

Mr. Hunting replied because it would be allowed by CUP, the Planning Commission would have the opportunity to review each request individually and recommend specific conditions if deemed necessary.

Commissioner Wippermann stated he supported the request, but suggested adding a condition that exterior dog runs be prohibited.

Opening of Public Hearing
Greg Munson, MG Inver Grove, 2737 Fairview Ave N, St. Paul, advised he was available to answer any questions.

Chair Hark asked if the applicant understood the report and was in agreement with the conditions.

Mr. Munson replied in the affirmative. He stated the proposed specialty clinic is renowned in veterinary dermatology, works closely with local animal hospitals, and would be a new business

to the City. The relationship came to be as a result of a Progress Plus Broker's Tour.

Chair Hark asked if the potential for dog waste outside the building should be addressed.

Mr. Munson replied there were already a number of neighborhood pets using the undeveloped portion of the site and the main street as a walking area. Their management team pays close attention to this as there is pet waste already. He feels that having the veterinary clinic staff addressing this as well will actually be helpful.

Commissioner Lissarrague asked if there would be an outdoor pet relief area.

Mr. Munson replied the existing landscaped boulevards would be more than adequate to accommodate those needs. He added they have no desire to request a site plan modification to make any external dog runs.

Commissioner Elsmore asked if the applicants were planning to use the entire building.

Mr. Munson replied they would be using only one of the six suites in Building I.

Commissioner Wippermann questioned where customers would park to get to the main entrance of the buildings.

Mr. Munson replied they would park in the adjoining parking lots which have ADA accessibility and a connecting sidewalk.

Commissioner Wippermann asked if there was any parking allowed in the front of the building.

Mr. Munson replied there was not.

Commissioner Elsmore asked the business owner to come to the podium.

Nicole Heinrich, a veterinary dermatologist, and Amy Harstad, a veterinary dermatologist in-training, advised they worked for McKeever Dermatology, 7723 Flying Cloud Drive, Eden Prairie.

Commissioner Elsmore asked them to explain the services they provide.

Ms. Heinrich explained they specialize in advanced skin-related infections and diseases and do not do general veterinary care.

Commissioner Elsmore asked how many animals they would typically see in a week.

Ms. Heinrich replied approximately 20-30 a week.

Chair Hark closed the public hearing.

Planning Commission Discussion

Chair Hark stated he supported the request and hoped this would stimulate the remainder of the development.

Planning Commission Recommendation

Motion by Commissioner Elsmore, second by Commissioner Simon, to approve the request for an ordinance amendment to Title 10 of the City Code (Zoning Ordinance) to conditionally allow veterinary clinics with small animals in the B-4 zoning district, and a conditional use permit for a veterinary clinic to be located at Lot 3, Block 1, Argenta Hills, **with an additional condition prohibiting exterior dog runs.**

Motion carried (6/0).

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 9, 2013 **CASE NO.:** 13-43CZA

HEARING DATE: September 17, 2013

APPLICANT & PROPERTY OWNER: MG Inver Grove, LLC

REQUEST: Zoning Code Text Amendment and Conditional Use Permit

LOCATION: Argenta Hills, Lot 3 Block 1

COMP PLAN: Regional Commercial

ZONING: B-4/PUD, Shopping Center District Planned Unit Development

REVIEWING DIVISIONS: Planning **PREPARED BY:** Allan Hunting
City Planner

BACKGROUND

The owners of the commercial buildings in Argenta Hills next to Target have made application to amend the zoning ordinance to allow small animal veterinary clinics as a conditional use in the B-4 District. They have also made application for a conditional use permit to allow the use in one of the commercial buildings. Currently, veterinary clinics are allowed by CUP in the B-1, B-2 and B-3 districts.

The proposed use is a specialized veterinary clinic. The operator specializes in dermatology services for dogs and cats. All services are conducted during normal business hours and no overnight stay of animals occurs.

SPECIFIC REQUEST

The following application is being requested:

A.) A **Zoning Code Amendment** to allow Veterinary clinic: small animal in the B-4, Shopping Center District as a conditional use.
B.) A **Conditional Use Permit** to allow a veterinary clinic on Lot 3, Block 1, Argenta Hills.

SURROUNDING USES: The subject site is surrounded by the following uses:

North – Single family residential, zoned R-1C/PUD; guided Low Density Residential

East – Commercial (Target), zoned B-4/PUD; guided Regional Commercial
West – Commercial (vacant), zoned B-4/PUD; guided Regional Commercial
South – Hwy 55

EVALUATION OF REQUEST:

Comprehensive Plan

The site is currently guided Regional Commercial. The 2030 Comprehensive Plan identifies the Regional Commercial designation as follows:

> "Regional commercial areas are lots or parcels containing large-scale retail sales and services along arterial roadways that serve the region. As the name implies, goods and services offered in such areas appeal to a wide range of consumers, many whom are willing to travel a significant distance to patronize various business establishments. Regional Commercial districts are intended for large "big box" users. These types of uses serve as anchors for other small to mid-sized commercial uses that benefit by the traffic generated by the anchors."

The Comprehensive Plan also identifies 11 Regional Commercial Area Policies. Not all are pertinent to this particular application. The following listed policies are relevant to this particular application:

"1. Provide regional commercial areas to supply goods and services that appeal to a broad base of customers."
"10. Encourage a mix if commercial uses within regional centers that share varying peak period traffic and parking patterns to help manage traffic congestion and allow for shared parking opportunities."

Allowing a specialized veterinary care use does provide a mix of uses and would not be a large traffic generator during the day and would not interfere with any uses or traffic that occur later in the evening. It would appear that allowing a veterinary clinic would be consistent with the intent of the Regional Commercial land use category.

ZONING CODE AMENDMENT

The purpose statement from the ordinance for the B-4 district states:

> "The B-4 shopping center district is established for large scale retail sales and services that are integrated in a single facility or multiple buildings arrangement with integrated design and a coordinated physical plan."

Many of the bulk standards established for the B-4 district assume large scale massing of a building or buildings that would have been constructed at the same time with the same

architecture. The standards set up for the B-4 district appear to contemplate an enclosed multi-story shopping mall such as Southdale, Rosedale, and Ridgedale. The original thought might have been that it would not have been appropriate to allow a use that cared for pets inside an enclosed mall, thus avoiding some of the obvious conflicts. However, the current list of allowed uses in the B-4 District includes pet stores, so there has always been a use allowed that has pets in these centers and they would have been kept and cared for 24 hours a day.

There are two other areas in the city that are zoned B-4. They are the Southridge Shopping center at the corner of Hwy 3 and Southview Boulevard and Village Square along Cahill. This center did have an enclosed mall area at one time. All of the commercial spaces at these locations have individual entrances from outside with no enclosed common areas. These sites function the same as other centers zoned B-3. In staff's opinion, a veterinary clinic would function just fine in the B-4 district as well. Veterinary clinics are allowed by CUP in all other commercial zoning districts (B-1, B-2, and B-3).

CONDITIONAL USE PERMIT REVIEW

This section reviews the plans against the CUP criteria in the Zoning Ordinance (Section 10-3A).

1. *The use is consistent with the goals, policies and plans of the City Comprehensive Plan, including future land uses, utilities, streets and parks.*

The use is consistent with the goals and policies of the Comprehensive Plan. All infrastructure is in and the use would be going inside an existing building.

2. *The use is consistent with the City Code, especially the Zoning Ordinance and intent of the specific Zoning Ordinance in which the use is located.*

Provided the zoning code amendment is approved, the use would be consistent with the zoning ordinance. The use would be compatible with the intent of the B-4 district.

3. *The use would not be materially injurious to existing or planned properties or improvements in the vicinity.*

The use would be within an enclosed building and there would be no overnight stay of animals or boarding allowed.

4. *The use does not have an undue adverse impact on existing or planned City facilities and services, including streets, utilities, parks, police and fire, and the reasonable ability of the City to provide such services in an orderly timely manner.*

The leasing of the space in the existing building does not appear to have any negative effects on City facilities or services.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*

i. Aesthetics/exterior appearance
The use would be within an existing building.
ii. Noise/traffic
The hours of operation would occur during normal business hours. The site is within an commercial area. Any noise associated with the use may be dogs that could bark coming to and leaving the site. This would be a short time period.
iii. Fencing, landscaping and buffering
The site is already developed and no additional buildings are being proposed.

6. The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.

The use would occupy a space within one of the existing buildings. The area is developed as commercial and this use would be appropriate considering the physical features of the site.

7. The use does not have an undue adverse impact on the public health, safety or welfare.

The use does not appear to have any negative effects on the public health, safety or welfare.

8. The use does not have an undue adverse impact on the environment, including but not limited to, surface water, groundwater and air quality.

The proposed use itself would not have any direct impacts on the environment. Functions similar to any other service/medical use that is allowed in the B-4 district.

ALTERNATIVES

The Planning Commission has the following alternatives available for the requested action:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of an **Ordinance Amendment** to allow small animal veterinary clinics as a conditional use in the B-4, Shopping Center District.

- Approval of a **Conditional Use Permit** to allow a small animal veterinary clinic on Lot 3, Block 1, Argenta Hills.

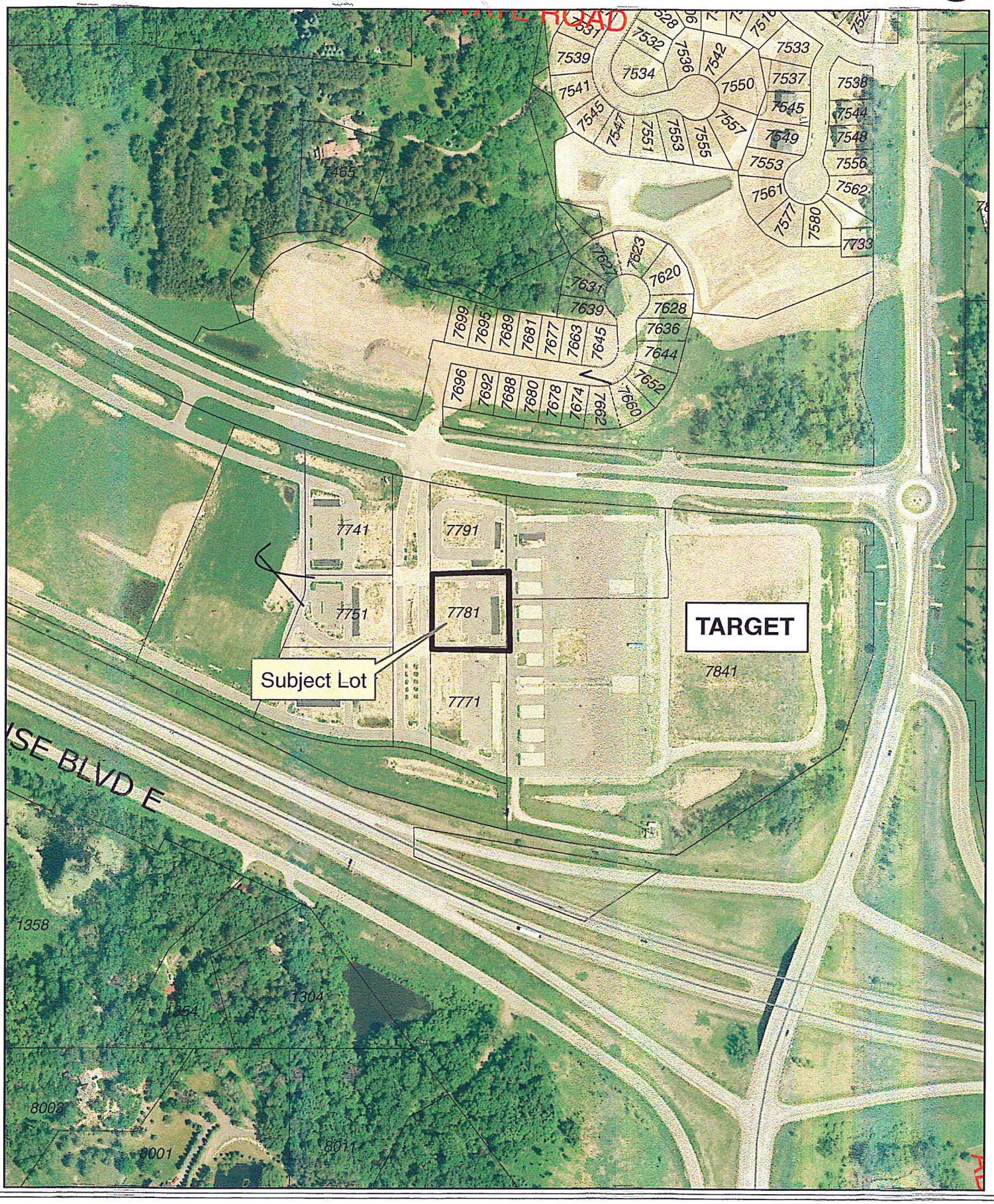
B. **Denial** If the Planning Commission does not favor the proposed request, it should be recommended for denial. A basis for the denial must be provided with a denial recommendation.

RECOMMENDATION

Staff finds that all of the developments currently zoned B-4 function the same as those zoned B-3. All have individual entrances and no shared common interior space. Allowing veterinary clinics in the B-4 District would be a compatible use. Staff has not included any special conditions for the CUP. There are no specific performance standards or any restrictions for veterinary clinics in the Zoning Ordinance. The Planning Commission may recommend addition conditions if any are deemed necessary at this location. Staff recommends approval of both requests as presented.

Attachments: Exhibit A – Location Map
Exhibit B – Applicant Narrative (2 parts)
Exhibit C – Map showing B-4 Zoned Areas

Location Map



Narrative in Support of Minor Text Amendment and CUP

Argenta Hills Main Street Shops

MG Inver Grove, LLC has made application to amend the text of the Zoning Code to provide for veterinary clinics as a conditional use in the B-4 zoning district. Simultaneous application has been made for the conditional use permit. The applications are made in order to accommodate leasing of a suite in the Main Street shops to McKeever Dermatology Clinics, Inc., a nationally recognized pet dermatology specialty practice.

McKeever presents a unique practice approach, providing only brief clinical visits. There is no boarding, overnight stay, or similar use. There is no general veterinary care.

Veterinary clinics are conditional uses in the other business districts in IGH. There appears to be no strong rationale for not treating the B-4 district similarly. The B-4 district provides, as Permitted Uses, for professional offices, medical and dental clinics, general retail uses, and non-retail uses. One could argue that given McKeever's lack of the typical trappings associated with full service veterinary clinics, that it could rightfully be treated simply as a professional office under the Zoning Code. After discussion with staff, it seemed appropriate and desirable to proceed with the application so as to avoid excessive interpretation.

McKeever has committed to the site for 10 years and looks forward to being the lead tenant at the small shop space. MG Inver Grove, LLC appreciates the commitment and asks for the City's support in moving the development forward.

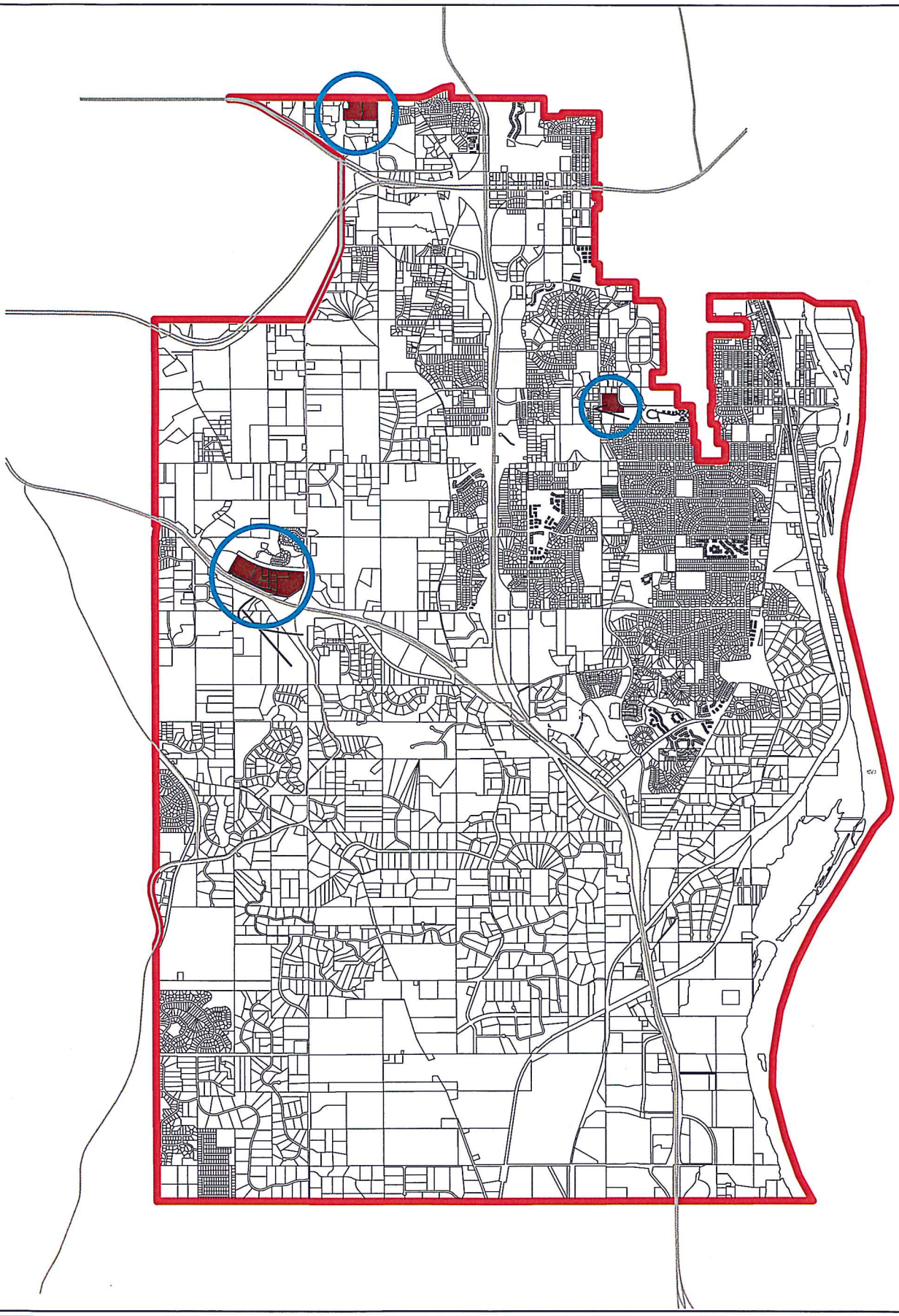
Executive Summary

Dr. Patrick McKeever established McKeever Dermatology Clinics Inc (MDC) in 1994. MDC is a referral veterinary clinic offering specialized dermatology services for dogs and cats in the Twin Cities, greater Minnesota, Eastern North Dakota, Eastern South Dakota and Eau Claire and Appleton, Wisconsin. Current offices are located in Eden Prairie, MN and Oakdale, MN. The veterinary dermatologists in MDC also travel monthly to various host clinics outside the metro area.

Dr. Patrick McKeever, a board-certified veterinary dermatologist, owns MDC. The rest of the doctor team includes Dr. Nicole Heinrich, a board-certified dermatologist who has been with the practice since 2008. Dr. Harold Richardson brings more than 20 years experience and practices dermatology part-time for MDC. Dr. Amy Haarstad has 7 years of experience working as a primary care veterinarian in the Maple Grove area. She is currently in her final year of residency at MDC and is working towards certification.

Primary care veterinarians refer their clients to MDC for advanced dermatology care. Dr. McKeever has an exceptional reputation in the region due to his tenure as a professor of veterinary dermatology at the University of Minnesota College of Veterinary Medicine for several years prior to starting MDC. Pet owners also independently seek out MDC services through the Internet and word of mouth. The MDC website has achieved over 17,000 hits since we started tracking this data point approximately a year and a half ago.

Properties Zoned
B-4, Shopping Center District



AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

FLINT HILLS RESOURCES PINE BEND, LLC - Case No. 13-41PR

Meeting Date:	September 23, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	Heather Botten 651.450.2569		Amount included in current budget
Prepared by:	Heather Botten, Associate Planner		Budget amendment requested
Reviewed by:	Planning		FTE included in current complement
	Engineering		Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Major Site Plan Approval** for an approximate 141,500 square foot office building along with other property improvements for property located south of 3180 117th Street.

- Requires 3/5th's vote.
- 60-day deadline: November 20, 2013 (second 60-days)

SUMMARY

The project consists of a three story office building and 547 stall parking lot to be constructed south of the existing administration building. Flint Hills is estimating about 300 additional vehicles a day utilizing the existing private road off of 117th Street. The applicant will be required to submit a traffic study to determine the impacts of the project to 117th Street; the applicant will be responsible for all improvements for the benefit of Flint Hills.

The proposed request meets the Major Site Plan criteria relating to the Comprehensive Plan and zoning consistency. Setbacks for the parking lot and building are met. The proposed landscaping exceeds code requirements. Engineering has been working with the applicant on utility, storm water, and grading requirements. The storm water plan includes four infiltration basins and a storm water detention facility. In general, Engineering finds the plans acceptable. There will be the need for a development contract and storm water maintenance agreement that will be presented to Council at a later date.

City Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Major Site Plan.

Planning Commission: Recommended **approval** of the request at their September 17, 2013 meeting with the conditions listed in the attached resolution (6-0). Minutes will not be available for review; no additional concerns were discussed.

Attachments: Site Plan Resolution
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A MAJOR SITE PLAN TO ADD AN APPROXIMATE 141,500 SQUARE FEET OFFICE BUILDING ALONG WITH OTHER PROPERTY IMPROVMENTS

Flint Hills Resources Pine Bend, LLC
Case No. 13-41PR

WHEREAS, an application has been submitted for property located at _____ and legally described as follows:

See Exhibit A

WHEREAS, the request is to approve a Major Site Plan to construct a three story office building along with other property improvements;

WHEREAS, the aforedescribed property is zoned I-2, General Industry;

WHEREAS, the request has been reviewed against Title 10, Chapter 15, Article J, regarding the criterion for a Major Site Plan such as consistency with the Comprehensive Plan and conformity with the Zoning Ordinance, the request meets all of the minimum standards;

WHEREAS, a public hearing concerning the request was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on September 17, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Major Site Plan to add an approximate 141,500 square foot office building addition is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the following plan set on file with the Planning Department except as may be modified by the conditions herein:

   Site Plan dated 09/09/13

Resolution No. _____

Site Grading Plan	dated 09/09/13
Site Utility Plan	dated 09/09/13
Landscape Plan	dated 09/09/13
Exterior Elevations	dated 09/09/13

2. Prior to any construction occurring on site, all grading, drainage, erosion control, storm water management and utility plans shall be subject to the review and approval of the City Engineer.

3. Prior to any work being done on the site, an Engineering cash escrow and/or letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

4. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

5. The developer shall meet the conditions outlined in the review letters from Barr Engineering, City of Rosemount, and Dakota County.

6. A separate sign permit must be applied for and issued prior to the construction or installation of any freestanding or wall mounted signs on the site.

7. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.

8. Any roof top and/or ground utility equipment shall be completely screened on all sides from public view.

9. All plans shall be subject to the review and approval of the City Fire Marshal.

10. A development contract, stormwater facilities maintenance agreement and other related agreements will be required to be executed between the City and the developer. The contracts will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary. The applicant may need to provide easements and right-of-way to the City.

11. The proposed plans with relation to traffic impact and access issues shall be subject to the review and recommendation of Dakota County.

12. The applicant shall conduct a traffic study to formalize vehicle generation, turning movements, and impacts to 117th Street to be completed by one year after the issuance of the building permit. A traffic management plan addressing recommendations from the study shall be agreed upon between the City, applicant

and County within 24 months of the issuance of the building permit. The applicant shall agree to pay their share of local costs for any improvements on 117th Street or Clark Road.

13. The developer shall provide the City a survey/site plan showing all easements, watermain, ponds and swales. All public utilities shall be in easements.

14. The applicant shall GPS all stormwater facilities that require maintenance before they are completed. These coordinates shall be provided to the City to record the location of these underground facilities. The City shall inspect all stormwater facilities before engineered soils or treatment technology is installed.

15. Haul routes shall be limited to 117th Street and other State, MnDot, or City MSAS streets. Haul routes to additional locations shall be approved by the City Engineer.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EXHIBIT A

SECTION 34 TWN
27 RANGE 22

Tax Description	S 1/2 OF SW 1/4 EX PT PLATTED AS KOCH REFINING ADDITION & EX PT TO HWY & EX BEG SW COR N ON W LINE 516.74 FT N 89D30M E 738.64 FT S PAR WITH W LINE TO S LINE W ON S LINE TO BEG

Together with:

SECTION 34 TWN 27
RANGE 22

Tax Description	PT OF S 1/2 OF SW 1/4 BEG SW COR N ON W LINE 516.74 FT N 89D 30M E 738.64 FT S PARR W LINE TO S LINE W ON S LINE TO BEG

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 9, 2013 **CASE NO:** 13-41PR

HEARING DATE: September 17, 2013

APPLICANT & PROPERTY OWNER: Flint Hills Resources Pine Bend, LLC

REQUEST: Major Site Plan Review for a 141,435 square foot office building

LOCATION: 3180 117th Street

COMPREHENSIVE PLAN: GI **ZONING:** I-2, General Industry

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten
Associate Planner

BACKGROUND

The applicant is proposing to construct a three level office building of approximately 141,500 square feet, a 547 stall parking lot, and other property improvements. The building would house some new employees and would relocate others from the existing administration building, the temporary buildings on site, and other current employees working at the refinery. The proposed building and parking lot would be located south of the existing administration building located along 117th Street.

Office buildings are a permitted use within the I-2 zoning district. The request requires a Major Site Plan Review for the development.

EVALUATION OF THE REQUEST

Surrounding Uses. The subject site is surrounded by the following uses:

North – Flint Hills north administration building; zoned I-2; guided GI
East - Flint Hills parking lot; zoned I-2; guided GI
West – Gas storage tanks; zoned I-2; guided GI
South – Rosemount/Flint Hills property

ANALYSIS - MAJOR SITE PLAN REVIEW

Lot Size and Coverage. The applicants will be combining an 8.83 acre parcel with a 39.49 acre parcel for a combined total lot size of 48.32 acres. The lot consolidation will be done administratively. The I-2 district requires a one acre minimum lot size and 100 feet in width. The proposed lot exceeds both requirements.

The I-2 District allows a maximum 30% building coverage. 30% of lot area would allow a maximum building coverage of 631,446 square feet. Including the proposed building, the total footprint of all buildings would be 143,449 square feet (6.81%) meeting code requirements.

Building and Parking Lot Setbacks. The proposed building meets the required 40 foot front and 30 foot side and rear yard setbacks. The building is located over 70 feet from all property lines. The parking lot also exceeds the five foot minimum setback requirements.

Building Height. Maximum building height in the I-2 is 45 feet; the building height would be 45 feet to the top of the roof.

Access and Circulation. The site would be served by the existing private road onto 117th Street. This is a paved road that was improved and widened when the contractor parking lot on the east side of the road was installed. The road currently serves the north administration building and the adjacent parking lot. Flint Hills Resources estimates trips to the site at about 300 additional vehicles per day. All of these additional trips and the resulting turning movements will adversely impact 117th Street.

117th Street is currently a City road. The City and County have been in discussions regarding the road jurisdiction and a planned upgrade to a four-lane County highway. The applicant will be required to meet all requirements of the DACO Transportation Department. Additionally, the applicant will be required to submit a traffic study to determine the impacts of the project on the 117th intersection and on the 117th and Hwy 52 intersection. The applicant will be responsible for all improvements done along 117th Street for the benefit of Flint Hills. This could include right and left turn lanes and bypass lanes, traffic signals or other intersection improvements that may be necessary at both driveway locations on 117th Street.

Parking. The Zoning Code requires a parking ratio of one space per 200 net square feet of building space. The applicant has provided a detailed breakdown of the usable space in the building for parking calculations. Based on the information submitted, a total of 362 parking stalls would be required. The applicant is providing 547 spaces. Staff has reviewed the numbers and concurs that 362 spaces are the minimum required. Therefore the proposed parking complies with the parking requirements for an office building.

Landscaping. The submitted landscape plan shows a mixture of trees and shrubs over the entire site. The code requires a total 196 trees to be planted. The submitted plan shows the equivalent of

329 trees that are a combination of over-story, ornamental, and shrub plantings. Landscaping would be installed in and around the parking lot, around the building and site perimeter. The plan satisfies landscaping requirements.

Signage. Any proposed free standing or building signage must comply with the I-2 standards. A separate sign permit would be required for all proposed signage.

Exterior Materials. Elevation plans have been submitted which show the building materials consisting of rock face block, brick and metal on all four sides. The proposed exterior materials comply with zoning code standards.

Lighting. A lighting plan has been submitted showing the location and illumination pattern of the proposed parking lot lighting. The illumination of the parking lot complies with all illumination maximums. The parking lot lighting is a flat lens, decorative shoe box style light. No details have been submitted on building lighting. Any lighting on the building must be designed so the bulb is not directly visible. Details of building lighting must be submitted with the building permit.

Screening. The elevation plan shows an approximate seven foot tall metal panel parapet around the top of the building that would screen the roof top mechanical equipment. This design would satisfy city requirements.

Engineering Review. The Flint Hills Resources Storm Water Management Plan for the proposed Office Building includes four large infiltration basins and a subsurface stormwater detention facility that will manage the 100-year rain fall event and promote infiltration of the first one inch of runoff before any water leaves the site and flows into the city of Rosemount. Rosemount has required expansion of an existing storm water basin to ensure that the proposed project will infiltrate 100% of the runoff from a six inch 100 year storm event .

Engineering has reviewed the plans and has been working with the applicant on storm water, utility, and grading requirements. Engineering has made some recommendations on conditions that should be added to the approval; these conditions are included in the list of conditions at the end of this report. Final site, grading, storm water management, and erosion control plans shall be approved by the City Engineer. The City of Rosemount shall approve the drainage directed into their community.

A development contract, stormwater facilities maintenance agreement and other related agreements will be required to be executed between the City and the developer. The contract will address the necessary site improvements, sewer and water connections, the parties responsible for the improvements, and will require financial surety for the landscaping and any other improvements that may be necessary.

ALTERNATIVES

A. **Approval:** If the Planning Commission finds the application acceptable, the following request should be recommended for approval:

- Approval of a **Major Site Plan Review** for a 141,500 square foot office building subject to the following conditions:

1. The site shall be developed in substantial conformance with the following plan set on file with the Planning Department except as may be modified by the conditions herein:

Site Plan	dated 09/09/13
Site Grading Plan	dated 09/09/13
Site Utility Plan	dated 09/09/13
Landscape Plan	dated 09/09/13
Exterior Elevations (2 sheets)	dated 09/09/13

2. Prior to any construction occurring on site, all grading, drainage, erosion control, storm water management and utility plans shall be subject to the review and approval of the City Engineer.

3. Prior to any work being done on the site, an Engineering cash escrow and/or letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.

4. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence.

5. The developer shall meet the conditions outlined in the review letters from Barr Engineering, City of Rosemount, and Dakota County.

6. A separate sign permit must be applied for and issued prior to the construction or installation of any freestanding or wall mounted signs on the site.

7. All parking lot and building lighting on site shall be a down cast, "shoe-box" style and the bulb shall not be visible from property lines. Details of building lighting shall be submitted with the building permit.

8. Any roof top and/or ground utility equipment shall be completely screened on all sides from public view.

9. All plans shall be subject to the review and approval of the City Fire Marshal.

10. A development contract, stormwater facilities maintenance agreement and other related agreements will be required to be executed between the City and the developer. The contracts will address specific site improvements and parties responsible for improvements and will require financial surety for the landscaping and any other public improvements that may be necessary. The applicant may need to provide easements and right-of-way to the City.

11. The proposed plans with relation to traffic impact and access issues shall be subject to the review and recommendation of Dakota County.

12. The applicant shall conduct a traffic study to formalize vehicle generation, turning movements, and impacts to 117th Street to be completed by one year after the issuance of the building permit. A traffic management plan addressing recommendations from the study shall be agreed upon between the City, applicant and County within 24 months of the issuance of the building permit. The applicant shall agree to pay their share of local costs for any improvements on 117th Street or Clark Road.

13. The developer shall provide the City a survey/site plan showing all easements, watermain, ponds and swales. All public utilities shall be in easements.

14. The applicant shall GPS all stormwater facilities that require maintenance before they are completed. These coordinates shall be provided to the City to record the location of these underground facilities. The City shall inspect all stormwater facilities before engineered soils or treatment technology is installed.

15. Haul routes shall be limited to 117th Street and other State, MnDot, or City MSAS streets. Haul routes to additional locations shall be approved by the City Engineer.

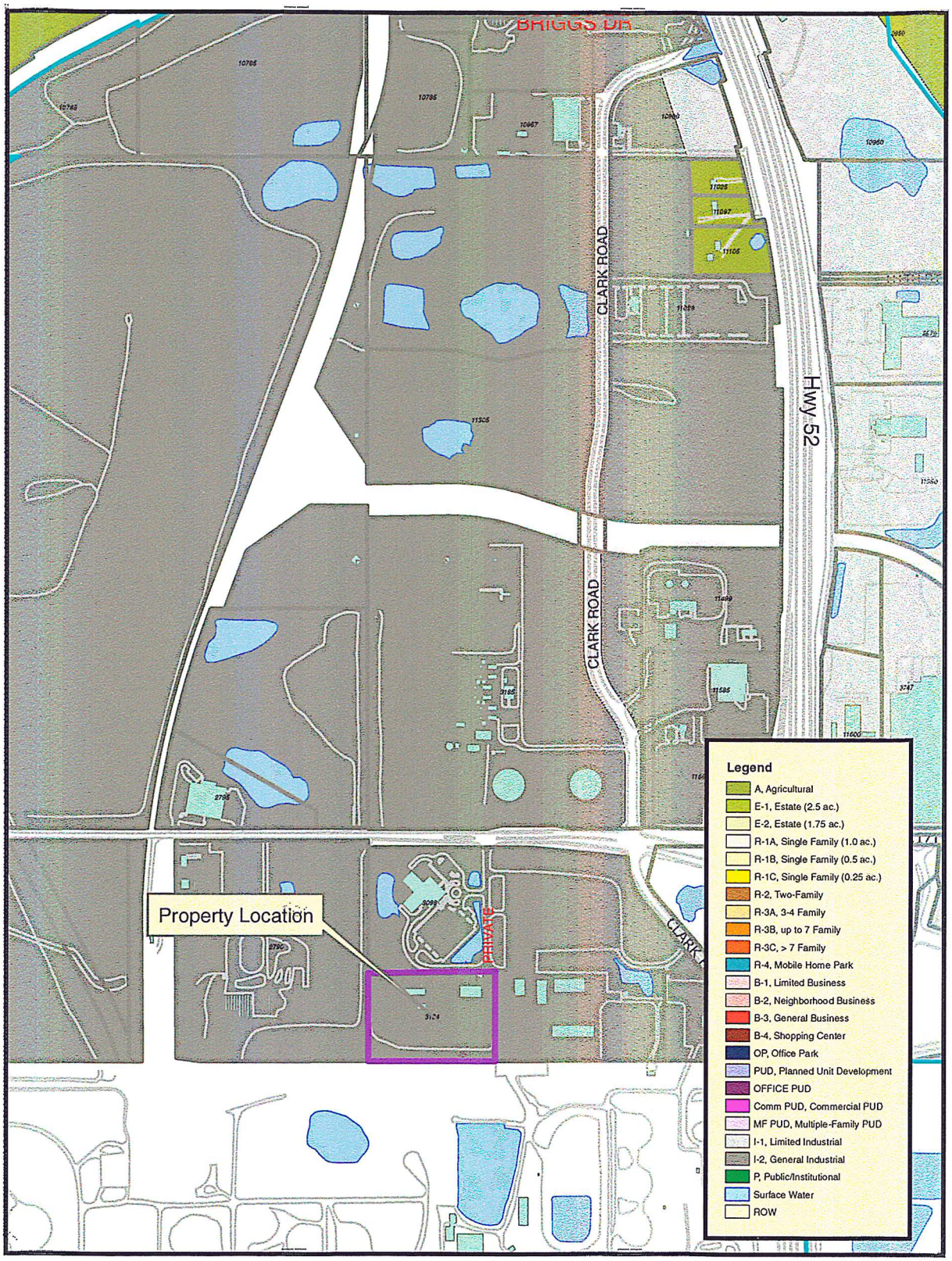
B. **Denial:** If the Planning Commission does not support the request, a recommendation of denial should be forwarded to the City Council. With a recommendation of denial, the basis of the recommendation should be given.

RECOMMENDATION

Based on the information in the preceding report, staff is recommending approval of the 141,500 square foot office building and other property improvements subject to the conditions listed in Alternative A.

Attachments:
Exhibit A – Zoning Map
Exhibit B – Project Narrative
Exhibit C –Site Plan
Exhibit E –Grading Plan
Exhibit E –Landscape Plan
Exhibit F –Elevation Plans

20-03400-52-012
3134 - 117th Street



N

Map not to scale

Exhibit A

Zoning and Location Map

444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

TKDA

July 22, 2013

Mr. Allan Hunting
City Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Re: Flint Hills Resources North Facility Office Building
Site Plan Review Submittal
TKDA Project No. 15293.000

Dear Mr. Hunting:

Enclosed are ten full size copies and one set of 11 x 17 reductions of drawings for the Site Plan Review process for the North Facility Office Building at Flint Hills Resources. Included is a check for $2,500 to cover the $500 fee for Major Site Plan Review and the $2,000 required escrow amount. Also enclosed are one set of utility calculations and one set of storm water management calculations. Flint Hills Resources will deliver the completed Planning Application Form by separate cover. Please place this on your next Site Plan Review agenda.

The major components of the project include a three story office building totaling 141,435 square feet, parking for 547 vehicles, an on-grade truck delivery area, utility extensions, and storm water management facilities.

The site for this new building is located on the property directly to the south of the North Administration Building (NAB) that was constructed several years ago by Flint Hills Resources. The new building will use the same materials as were used on the NAB to provide a visually cohesive campus appearance. The current project requires modifications to the existing service drive for the NAB to maximize the amount of parking for the new building. In addition, parking for this project extends across parcel lines. City staff suggested merging the two parcels into one parcel to simplify the process with regards to setback requirements from parcel boundaries. The parcel merger is currently in process and the new legal description and certificate of survey for the combined parcel will be provided to the City once that process is completed.

An employee owned company promoting affirmative action and equal opportunity

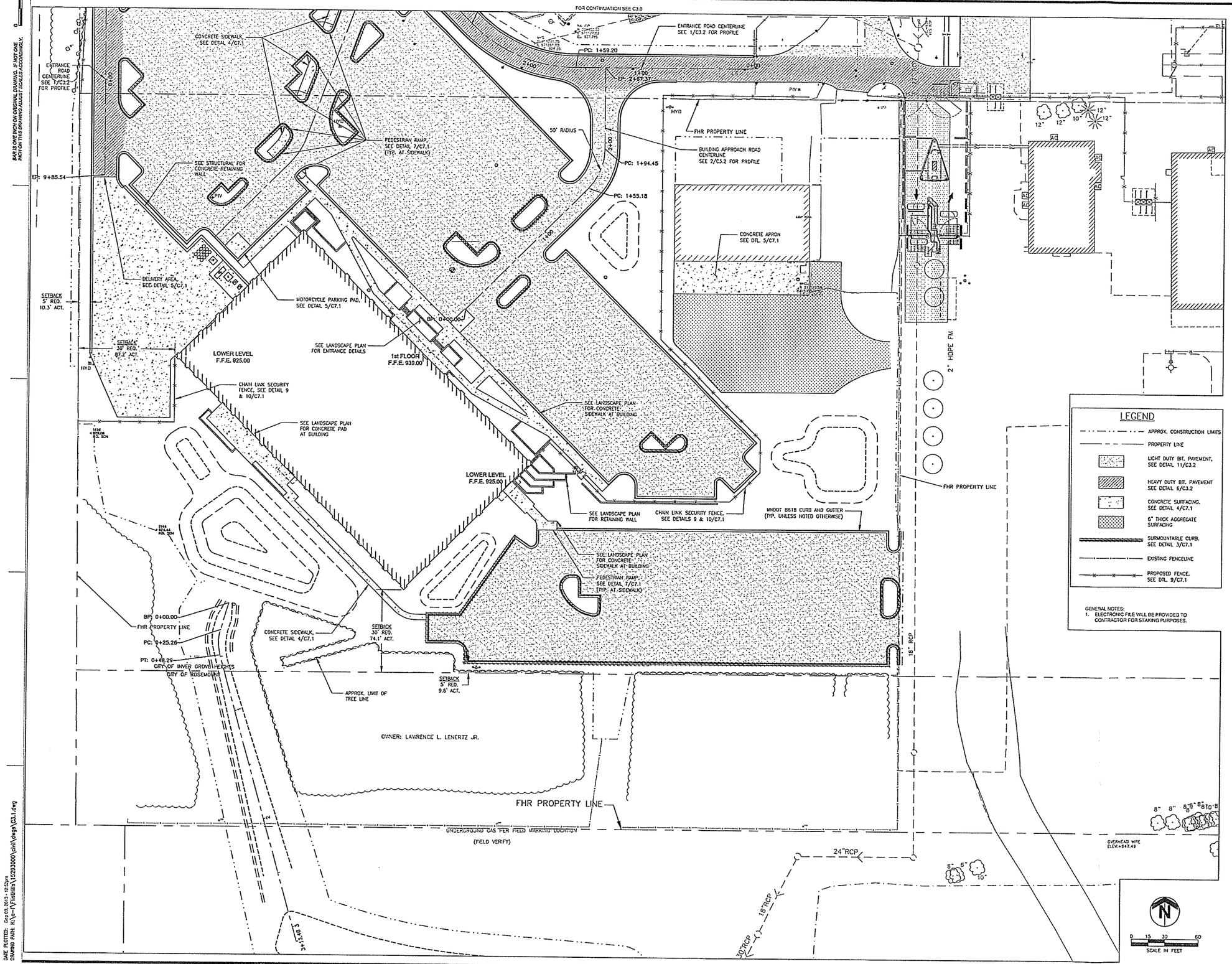
The new building will be located along the secured edge of the refinery, with two sides facing the unsecured side and two sides facing the secured side. The security fencing will connect to opposite corners of the building. We have had meetings with the City Fire Marshal and with the FHR Fire Marshal and the plans reflect their input.

Please feel free to contact me at 651.292.4420 or at richard.gray@tkda.com, or to contact Mark Murphy at Flint Hills Resources at 651.438.1311 or at Mark.Murphy@fhr.com if you have any questions or need additional information.

Sincerely,

Richard L. Gray, ASLA, LEED AP
Project Landscape Architect
RLG/slo

cc: Mark Murphy, Project Manager, Flint Hills Resources
Kathryn Poore-Larson, Project Manager/Architect, TKDA
Robert Krussow, Project Civil Engineer



LEGEND

- APPROX. CONSTRUCTION LIMITS
- PROPERTY LINE
- LIGHT DUTY BIT. PAVEMENT, SEE DETAIL 11/C3.2
- HEAVY DUTY BIT. PAVEMENT SEE DETAIL 6/C3.2
- CONCRETE SURFACING, SEE DETAIL 4/C7.1
- 6" THICK AGGREGATE SURFACING
- SURMOUNTABLE CURB, SEE DETAIL 3/C7.1
- EXISTING FENCELINE
- PROPOSED FENCE, SEE DTL. 9/C7.1

GENERAL NOTES:
1. ELECTRONIC FILE WILL BE PROVIDED TO CONTRACTOR FOR STAKING PURPOSES.

BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS DRAWING, ADJUST SCALES ACCORDINGLY.

DATE PLOTTED: Sep 02, 2013 - 12:52pm
DRAWING PATH: K:\0-9\Flint Hills\15293.000\civil\dwgs\C3.1.dwg

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12555 CLARK ROAD
ROSEMOUNT, MINNESOTA 55068

NORTH FACILITY OFFICE BUILDING XXXXX-XX

NEW OFFICE BUILDING STREET ADDRESS
INVER GROVE HEIGHTS, MINNESOTA 55076

SITE PLAN REVIEW RESUBMITTAL 09/09/13

KEY PLAN

CONSTRUCTION DOCUMENTS

NO.	DATE	ISSUE RECORD
1	7-22-13	ISSUED FOR CITY SITE PLAN REVIEW

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

SIGNATURE:
PRINTED NAME: ROBERT B. KRUSSOW
LIC. NO.: 47533 DATE: 7-22-13

TKDA
444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

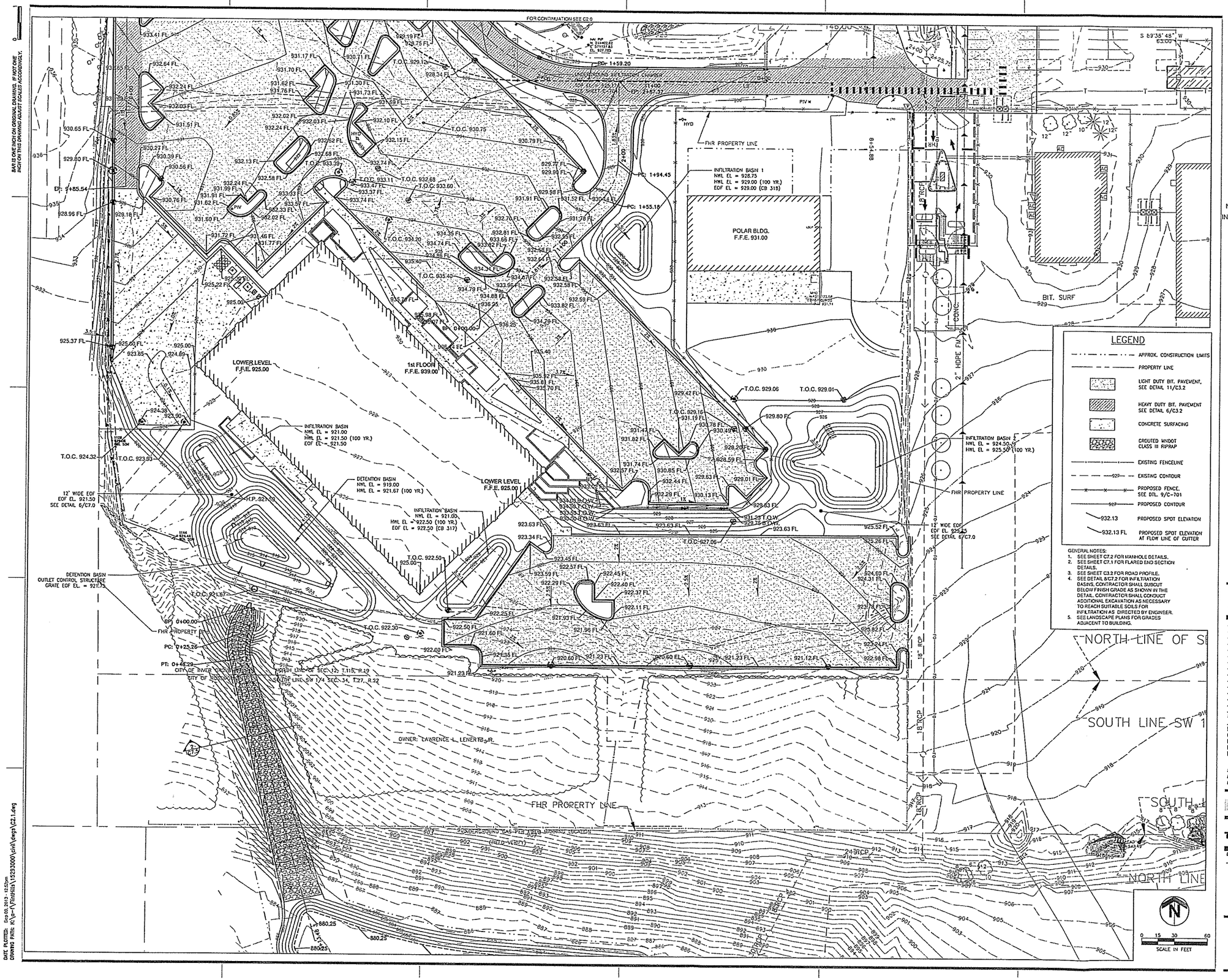
DESIGNED	DRAWN	CHECKED
RBK	MTH	KEK

SITE PLAN

SOUTH AREA

C3.1

15293.000



LEGEND

- APPROX. CONSTRUCTION LIMITS
- PROPERTY LINE
- LIGHT DUTY BIT. PAVEMENT, SEE DETAIL 11/C3.2
- HEAVY DUTY BIT. PAVEMENT SEE DETAIL 6/C3.2
- CONCRETE SURFACING
- GROUTED MNDOT CLASS III RIPRAP
- EXISTING FENCELINE
- 927 EXISTING CONTOUR
- PROPOSED FENCE, SEE DTL. 9/C-701
- 927 PROPOSED CONTOUR
- 932.13 PROPOSED SPOT ELEVATION
- 932.13 FL PROPOSED SPOT ELEVATION AT FLOW LINE OF GUTTER

GENERAL NOTES:

1. SEE SHEET C7.2 FOR MANHOLE DETAILS.
2. SEE SHEET C7.1 FOR FLARED END SECTION DETAILS.
3. SEE SHEET C3.2 FOR ROAD PROFILE.
4. SEE DETAIL 8/C7.2 FOR INFILTRATION BASINS. CONTRACTOR SHALL SUBCUT BELOW FINISH GRADE AS SHOWN IN THE DETAIL. CONTRACTOR SHALL CONDUCT ADDITIONAL EXCAVATION AS NECESSARY TO REACH SUITABLE SOILS FOR INFILTRATION AS DIRECTED BY ENGINEER.
5. SEE LANDSCAPE PLANS FOR GRADES ADJACENT TO BUILDING.

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DATE PLOTTED: Sep 09, 2013 - 15:07pm
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INVER GROVE HEIGHTS, MINNESOTA 55076

SITE PLAN REVIEW
RE-SUBMITTAL 09/09/13

KEY PLAN

CONSTRUCTION DOCUMENTS

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SIGNATURE:
PRINTED NAME: ROBERT B. KRUSSOW
LIC. NO.: 47553 DATE: 7-22-12

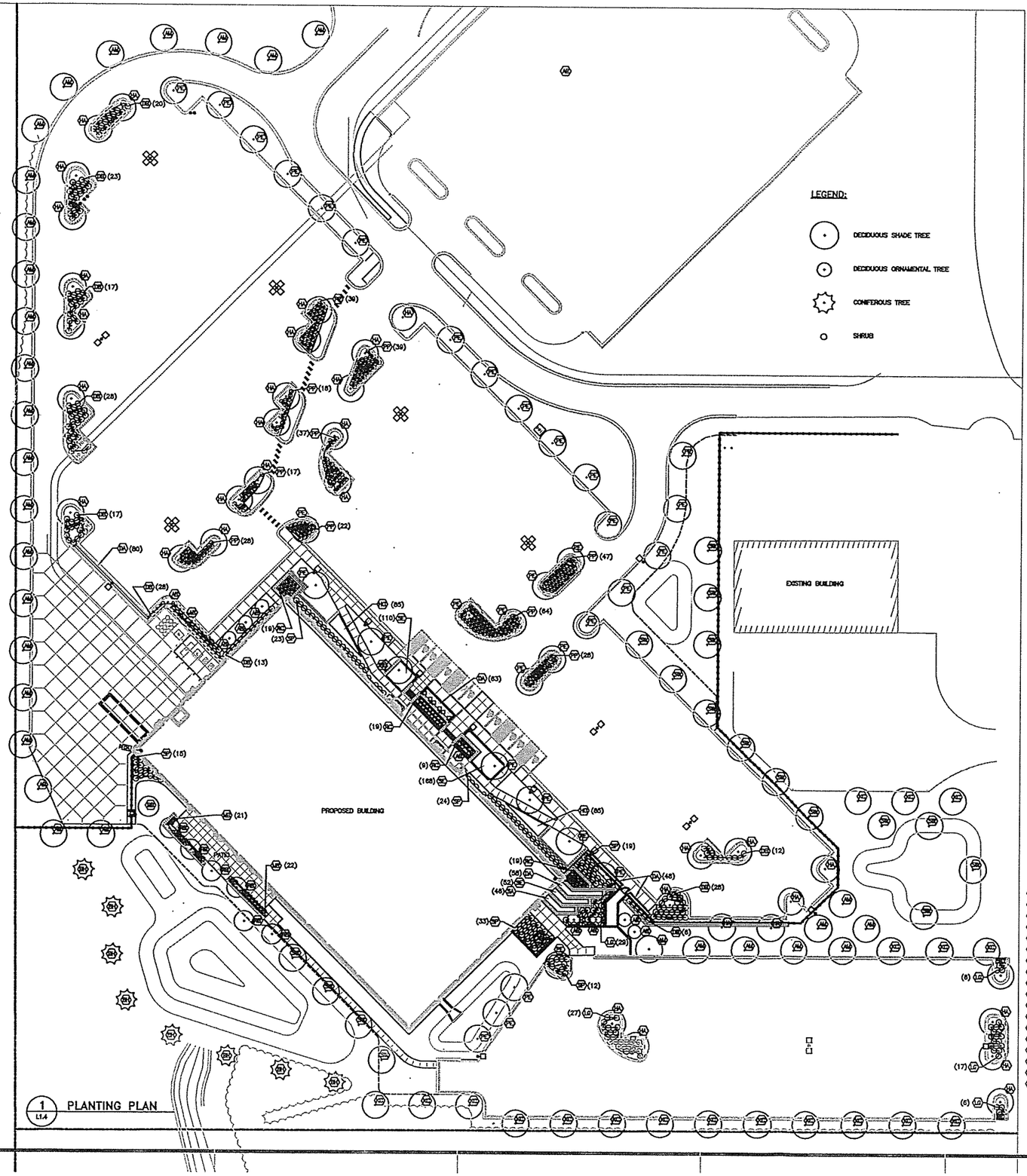
444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com
TKDA

DESIGNED	DRAWN	CHECKED
RBK	MTH	KDC

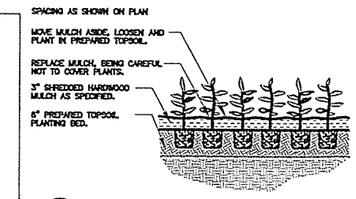
GRADING AND DRAINAGE PLAN SOUTH AREA

C2.1

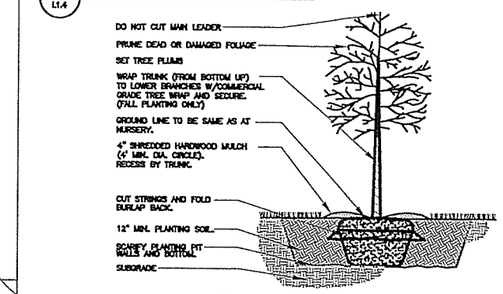
15293.000



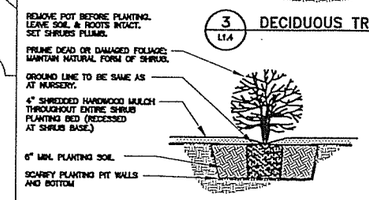
1 L1.4 PLANTING PLAN



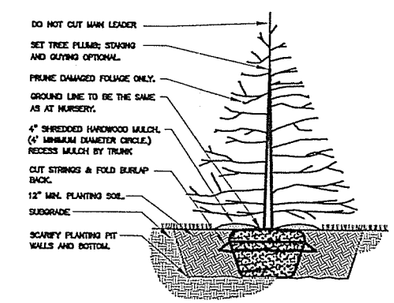
2 L1.4 PERENNIAL PLANTING PLAN



3 L1.4 DECIDUOUS TREE PLANTING PLAN



4 L1.4 SHRUB PLANTING PLAN



5 L1.4 CONIFEROUS TREE PLANTING PLAN

PLANT SCHEDULE

	QTY.	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
PP	35	PRINCETON ELM	ULMUS AMERICANA 'PRINCETON'	B&B 2.5"	X
HA	34	HACKBERRY	CELTIS OCCIDENTALIS	B&B 2.5"	X
KC	19	KENTUCKY COFFEETREE 'ESPRESSO'	GYMNOCLADUS DIOICUS 'ESPRESSO'	B&B 2.5"	MALE PLANTS ONLY
SW	17	SWAMP WHITE OAK	QUERCUS BICOLOR	B&B 2.5"	X
AM	31	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'JEFFERSRED'	B&B 2.5"	X
RB	7	RIVER BIRCH	BETULA NIGRA	B&B 2.5"	SINGLE STEM ONLY
AB	11	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER GRANDIFLORA 'A. BRILLIANCE'	B&B 1.5"	SINGLE STEM ONLY
BH	8	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	6' B&B	X
LG	85	LOW-GROW FRAGRANT SUMAC	RHUS AROMATICA 'GRO-LOW'	#2 POT	X
DB	192	DWARF BUSH HONEYSUCKLE	DIERVILLA LONICERA	#2 POT	X
SA	128	SPIREA 'ANTHONY WATERER'	SPIRAEA X BUMALDA 'A. WATERER'	#2 POT	X
RC	68	RUSSIAN CYPRESS	MICROBIOTA DECUSSATA	#2 POT	X
PP	161	PIERRITE PAVEMENT ROSE	ROSA 'PIERRITE PAVEMENT'	#2 POT	X
HB	43	HORDEN BLUSH ROSE	ROSA 'HORDEN BLUSH'	#2 POT	X
DJ	243	DAYLILY 'JOAN SENIOR'	HEMEROCALLIS 'JOAN SENIOR'	#1 POT	18" OH CENTER, TYP.
SA	330	SEDUM 'AUTUMN FIRE'	SEDUM X 'AUTUMN FIRE'	#1 POT	18" OH CENTER, TYP.
SM	48	SALVIA 'MAY NIGHT'	SALVIA X SUPERBA 'MAINACHT'	#1 POT	18" OH CENTER, TYP.
HG	170	HOSTA 'GUACAMOLE'	HOSTA 'GUACAMOLE'	#1 POT	18" OH CENTER, TYP.

N

0 15 30 60
1"=30'

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ROSEMOUNT, MINNESOTA 55068

NORTH FACILITY OFFICE BUILDING XXXXX-XX

NEW OFFICE BUILDING STREET ADDRESS
INVER GROVE HEIGHTS, MINNESOTA 55076

SITE PLAN REVIEW
RE-SUBMITTAL 09/09/13

KEY PLAN

CONSTRUCTION DOCUMENTS

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA

SIGNATURE:
PRINTED NAME:
LIC. NO.: DATE:

444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com
TKDA

DESIGNED RLG DRAWN JJZ CHECKED

PLANTING PLAN

L1.4

15293.000

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GRAPHIC	DESCRIPTION
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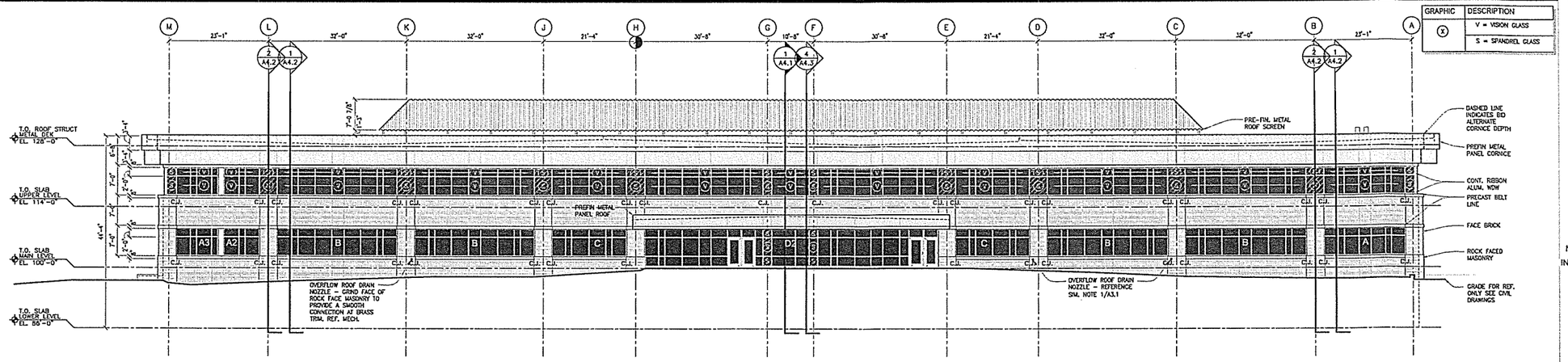
	S = SPANDREL GLASS



1 A3.1 NORTHEAST ELEVATION
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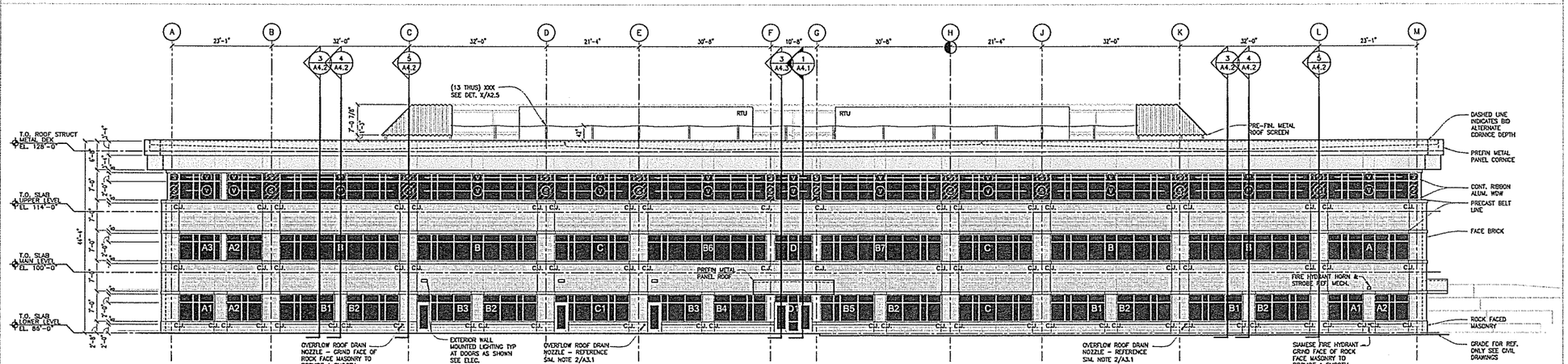
1"=10'



2 A3.1 SOUTHWEST ELEVATION
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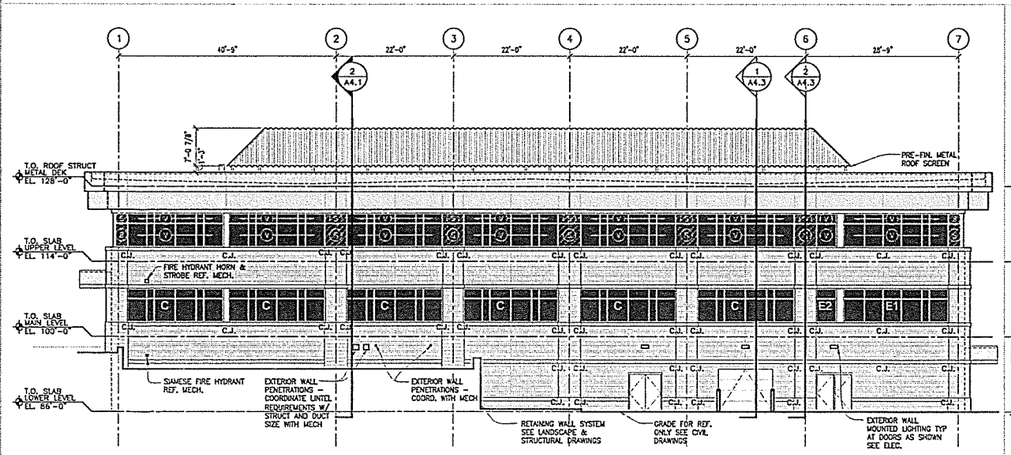
1"=10'



3 A3.1 NORTHWEST ELEVATION
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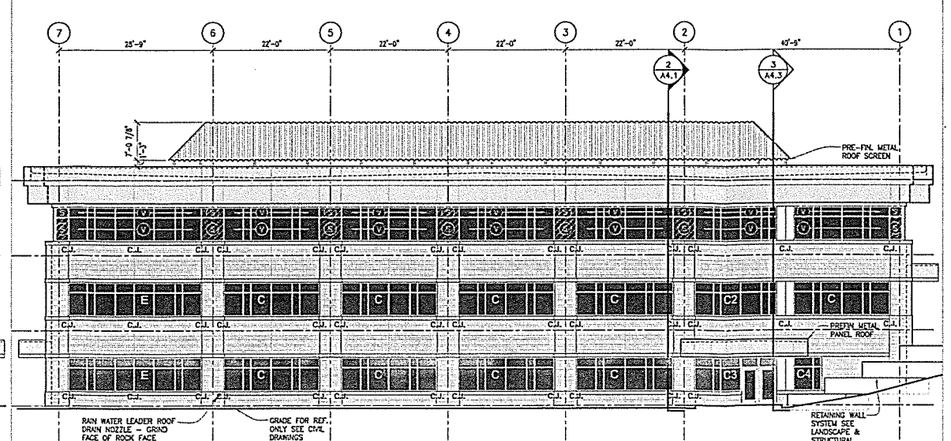
1"=10'



4 A3.1 SOUTHEAST ELEVATION
0 5 10 20
1"=10'

EL.86'-0"=925.0

CONTRACTOR NOTE
EXTERIOR ELEVATIONS
SCALE: 1"-10'

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DATE PLOTTED: Sep 06, 2013 - 3:22pm
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NORTH FACILITY OFFICE BUILDING XXXXX-XX

NEW OFFICE BUILDING STREET ADDRESS
INVER GROVE HEIGHTS, MINNESOTA 55076

SITE PLAN REVIEW
RE-SUBMITTAL 09/09/13

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SIGNATURE:
PRINTED NAME: KATHRYN ROOFE-LARSON
LIC NO: 22316 DATE:

444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com
TKDA

DESIGNED	DRAWN	CHECKED
KPL	RCK	KPL

EXTERIOR ELEVATIONS

A3.1

15293.000

AGENDA ITEM 7C

160 INVESTMENTS, LLC (ARGENTA HILLS 8TH) REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: September 23, 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 the following requests for property located north of Amana Trail and west of Addisen Court:

a) A Resolution relating to a **Preliminary Plat and Preliminary** PUD Amendment to the Argenta Hills development.

- Requires 3/5th's vote.

b) A Resolution relating to a **Final Plat and Final PUD** plan approval for Argental Hills 8th Addition and approval of the Development Contract and related documents referenced therein.

- Requires 3/5th's vote.

c) A Resolution relating to **Vacation** of certain easements within Argenta Hills, 5th and 7th Additions.

- Requires 3/5th's vote.
- 60-day deadline: September 27, 2013 (extended by applicant)

SUMMARY

The applicant is requesting a modification to the approved PUD development plan for the Argenta Hills development. Dakota County is requiring that Addisen Court be extended to a through street rather than a cul-de-sac for more local street interconnection. As a result, this changes the lot layout from the original PUD and requires an amendment to the plan

The applicant is also requesting Final PUD plan approval for Argenta Hills 8th Addition, consisting of 38 lots. This includes all of the land up to the future Alverno Avenue north-south extension. Some of the lots in the preliminary plat are being platted into outlots in the 8th addition for future development. If the project is approved, construction would begin immediately following council approval.

ANALYSIS

A brief summary of the proposed changes include:

- Final plat contains a total of 38 lots and 10 outlots.
- Roads include a portion of the new north-south collector street, local street interconnection with the extension of Addisen Path and a private street to serve the lots on the east side.
- Open space remains virtually unchanged. Still proposing more than twice the number of acres required.

The applicant is requesting flexibility from two Northwest Area standards; 1) allowing driveways greater than 20 feet without installing pervious pavement beyond 20 feet, 2) allowing some lots on the private street to have driveways longer than 30 feet, 3) some corner lot setback reductions.

Drainage and utility easements have been dedicated on previous plats that now overlap or exist over land that will now become lots. These easements need to be vacated with this addition. Any necessary easements are being dedicated with the 8th Addition.

At the Planning Commmission meeting, there were three residents who spoke, all living on Auburn Lane at the bottom of the hill to the east of this project. There had been some runoff issues in this area along the rerouted driveways for the Pilhofers and Edgertons homes, that spilled into some back yards ealier this year. They asked questions about how this would be corrected with the new development. Engineering had previously contacted these residents and met with them to discuss the issue. When those temporary driveways to the existing houses are removed, the areas will be regraded and replanted to stop any of the problems the residents are now experiencing. Planning Commission also asked some questions regarding the overall storm water design and if the goals of the NW Area storm water design manual had been met. Engineering confirmed that these had been met.

RECOMMENDATION

Planning Staff: Recommends approval of the requests as presented with the conditions listed in the attached resolutions.

Planning Commission: Recommends approval of the request (5-1).

Attachments: Preliminary Plat and Preliminary PUD Amendment Resolution
Final Plat and Final PUD Resolution
Easement Vacation Resolution
Final Plat
Planning Commission Recommendation (not available)
Planning Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN AMENDMENT FOR A MULTI-LOT 134 UNIT RESIDENTIAL AND APPROXIMATELY 410,000 SQUARE FOOT COMMERCIAL PLANNED UNIT DEVELOPMENT KNOWN AS ARGENTA HILLS

CASE NO. 12-23PUD)
(160 Investments)

WHEREAS, the City Council approved a preliminary plat and preliminary PUD development plan for a seven (7) lot and seven (7) outlot subdivision and an approximately 410,000 square foot retail and 154 unit residential development on October 22, 2007;

WHEREAS, the City Council approved a preliminary PUD amendment altering the lot number and design of one of the residential neighborhoods in the northeast corner resulting in a reduction in the housing number top 139 units on September 13, 2010;

WHEREAS, the City Council approved a revised preliminary PUD development plan has been submitted altering one of the residential neighborhoods in the original preliminary PUD from a 44 unit townhouse development to a 39 unit detached single family development on the north side of Amana Trail on September 10, 2012;

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

SEE EXHIBIT A

WHERERAS, a revised preliminary PUD development plan has been submitted altering the internal street design and creating more interconnection with future street extensions;

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on September 16, 2013;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan amendment for a Seven (7) lot and Seven (7) outlot plat and approximately 410,000 square foot retail and 134 unit residential development is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	10/12/2007, 6/30/10, 8/10/12 9/11/13
Preliminary Site Layout Plan	6/25/2007, 7/19/10, 9/11/13
Preliminary Grading and Drainage Plan	6/25/2007, 7/19/10, 8/10/12, 9/11/13
Preliminary Overall Utility Plan	6/25/2007
Preliminary Landscape Plan	6/25/2007, 8/10/10 8/10/12, 9/11/13
Preliminary Tree Inventory and Preservation Plan	6/25/2007, 8/11/10 7/9/12, 9/11/13
Building Elevations	6/25/2007
Trail Plan	6/25/2007
Signage Location Site Plan	10/11/2007
Open Space Plan	6/25/2007, 7/19/10 7/6/12, 9/11/13
Development Capacity Plan	6/25/2007
Preliminary Phasing Plan	6/25/2007 and 7/19/10
Trails, Walks and Green Framework Plan	6/25/2007
Roadway and Trail Plan	6/25/2007
East-West Pedestrian Connection	6/25/2007
Concept Signage Sketches	9/17/2007
Main Street - Argenta Perspective Sketch	
Target View Perspective Sketch	
Commercial Buildings Schematic Elevations	8/7/2007
Argenta Hills Design Guidelines Outline	
Design Features (9 sheets)	6/25/2007
Overall Stormwater Plan (2 sheets)	
Stormwater Details (3 sheets)	
Grading and Drainage Plans (9 sheets)	6/25/2007
Landscape Plans (8 sheets)	6/25/2007
Residential Lot Design Layout (3 sheets)	9/25/2007
Argenta Hills Residential Overall Impervious Surface Illustration	8/10/12

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The ownership of all of the natural area/open space to be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the use of the open space. No private homeowner improvements shall be allowed in the open areas.

5. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.

6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.

8. All plans shall be subject to the review and approval of the Fire Marshal.

9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.

10. The Agreement shall stipulate the storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

12. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a

Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

13. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

14. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council
Signage Location Plan	City Council

15. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

16. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

17. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.

18. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

19. All private streets shall be maintained by the Home Owners Association.

20. Prior to City Council review of final PUD development plans of any phase, the landscape plan shall identify quantities of plant materials proposed for verification of code compliance.

21. Prior to City Council review of final PUD development plans of any phase, the reforestation plan shall be updated indicating the location of replacement trees on site in addition to the landscaping requirements described by the ordinance.

22. Prior to City Council review of final PUD development plans of any phase, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.

23. All signage for all future proposed development shall be subject to review and approval by the City.

24. Prior to City Council review of final PUD development plans of residential portions, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.

25. Residential neighborhoods located within the boundary of the Noise Abatement Overlay district shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.

26. Prior to City Council review of final PUD development plans for appropriate phases, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.

27. Prior to City Council review of PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the stormwater ponding and infiltration network.

28. The private streets shown in the custom single family and small lot single family neighborhoods do not allow for on-street parking. If no other guest parking areas are being provided within these neighborhoods, these streets shall be modified to 28' width to accommodate parking on one side of the street.

29. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.

30. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.

31. The boundaries of the designated natural area/open space and conservation easement areas shall be clearly delineated on the approved final PUD plans and shall be clearly marked and delineated in the field before grading begins and after final grading is completed with signage approved by the City.

32. The re-platting of Outlot F shall be consistent with the approved preliminary PUD development plans dated 6/25/07, 7/19/10, 8/10/12, 9/11/13 unless a revised plan has been approved by the City Council. All conditions, restrictions, covenants, contributions and dedications must occur at time of re-platting Outlot F. This provision shall be included in the approved and recorded development contract.

33. At the time the City signs the plat, the owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date the City signs the final plat, and the owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time the City signs the final plat, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review, natural resource inventory and transportation modeling as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the owner's applications.

34. This PUD Amendment resolution replaces Resolution No. 12-147 and is now the guiding resolution for the overall Preliminary PUD Plan Approval for Argenta Hills.

35. An additional 811.5 caliper inches shall be required to be planted in the overall development of the Argenta Hills PUD.

Passed this _____ day of _____, 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EXHIBIT A

PROPERTY LEGAL DESCRIPTIONS

1. AREGNTA HILLS Final Plat Legal Description:

The following described properties situated in the County of Dakota, State of Minnesota, to wit;

That part of the South one-half of the South one-half of the Southeast Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota and that part of the Southeast Quarter of said Section 7 described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 7; thence East along the North line of said Southeast Quarter a distance of 1,999.71 feet, more or less, to the East line of said Section 7; thence South along the East line of said Section 7 a distance of 523 feet; thence West a distance of 895 feet; thence South 80 degrees 25 minutes West a distance of 810.6 feet; thence West a distance of 303.4 feet to the Southwest corner of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 7; thence North a distance of 655.7 feet to the point of beginning.

Which lies Westerly, Southerly and Southeasterly of the following described line:

Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 7; thence Southerly along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 56.25 feet; thence Easterly, parallel with the North line of said Northeast Quarter of the Southeast Quarter, a distance of 790.00 feet; thence deflect to the left 18 degrees 07 minutes 00 seconds a distance of 494.00 feet; thence deflect to the right 18 degrees 07 minutes 00 seconds a distance of 71.32 feet to the East line of the Southeast Quarter of the Northeast Quarter of said Section 7 and there terminating.

EXCEPTING therefrom all that part of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 00 degrees 22 minutes 51 seconds East, along the easterly line of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter, for 256.29 feet; thence South 89 degrees 37 minutes 09 seconds West for 46.94 feet to the actual point of beginning; thence South 18 degrees 25 minutes 35 seconds West for 203.64 feet; thence North 71 degrees 34 minutes 25 seconds West for 191.01 feet; thence North 01 degrees 59 minutes 28 seconds East for 187.96 feet; thence South 88 degrees 00 minutes 32 seconds East for 41.03 feet; thence easterly for 56.66 feet along a tangential curve concave to the south, radius 213.00 feet and central angle 15 degrees 14 minutes 32 seconds; thence South 72 degrees 46 minutes 00 seconds East, tangent to said curve, for 149.04 feet to the point of beginning.

Together with a non-exclusive permanent utility easement as contained in Grant of Permanent Easement dated August 10, 1998, recorded November 12, 1998 as Document No. 1550254 in the Office of the County Recorder, Dakota County, Minnesota.

Being more particularly described as follows:

That part of the South one-half of the South one-half of the Southeast Quarter of the Northeast Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota and that part of the Southeast Quarter of said Section 7 described as follows:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 7; thence East along the North line of said Southeast Quarter a distance of 1,999.71 feet, more or less, to the East line of said Section 7; thence South along the East line of said Section 7 a distance of 523 feet; thence West a distance of 895 feet; thence South 80 degrees 25 minutes West a distance of 810.6 feet; thence West a distance of 303.4 feet to the Southwest corner of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 7; thence North a distance of 655.7 feet to the point of beginning.

Which lies Westerly, Southerly and Southeasterly of the following described line:

Beginning at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 7; thence Southerly along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 56.25 feet; thence Easterly, parallel with the North line of said Northeast Quarter of the Southeast Quarter, a distance of 790.00 feet; thence deflect to the left 18 degrees 07 minutes 00 seconds a distance of 494.00 feet; thence deflect to the right 18 degrees 07 minutes 00 seconds a distance of 71.32 feet to the East line of the Southeast Quarter of the Northeast Quarter of said Section 7 and there terminating.

EXCEPTING therefrom all that part of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 00 degrees 22 minutes 51 seconds East, along the easterly line of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter, for 256.29 feet; thence South 89 degrees 37 minutes 09 seconds West for 46.94 feet to the actual point of beginning; thence South 18 degrees 25 minutes 35 seconds West for 203.64 feet; thence North 71 degrees 34 minutes 25 seconds West for 191.01 feet; thence North 01 degrees 59 minutes 28 seconds East for 187.96 feet; thence South 88 degrees 00 minutes 32 seconds East for 41.03 feet; thence easterly for 56.66 feet along a tangential curve concave to the south, radius 213.00 feet and central angle 15 degrees 14 minutes 32 seconds; thence South 72 degrees 46 minutes 00 seconds East, tangent to said curve, for 149.04 feet to the point of beginning.

Also excepting therefrom all that part of the hereinbefore described property that is described as Parcel B by Document No. 1550253, as filed in the Office of the County Recorder, Dakota County, Minnesota.

Together with a non-exclusive permanent utility easement as contained in Grant of Permanent Easement dated August 10, 1998, recorded November 12, 1998 as Document No. 1550254 in the Office of the County Recorder, Dakota County, Minnesota.

TOGETHER WITH

That part of the South one-half of the South one-half of the Southeast Quarter of the Northeast Quarter and that part of the Northeast Quarter of the Southeast Quarter all in Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, which lies north of the following described line:

Commencing at the Northwest corner of said Northeast Quarter of the Southeast Quarter; thence Southerly along the West line of said Northeast Quarter of the Southeast Quarter, a distance of 56.25 feet to the point of beginning of the line to be described; thence Easterly, parallel with the North line of said Northeast Quarter of the Southeast Quarter, a distance of 790.00 feet; thence deflect to the left 18 degrees 07 minutes 00 seconds a distance of 494.00 feet; thence deflect to the right 18 degrees 07 minutes 00 seconds a distance of 71.32 feet to the East line of said Southeast Quarter of the Northeast Quarter and there terminating, according to the United States Government Survey thereof, Dakota County, Minnesota.

TOGETHER WITH

The Southeast Quarter of the Southeast Quarter of Section 7, Township 27, Range 22, except the following described tract:

Commencing at the intersection of the North line of State Trunk Highway No. 55 with the west line of the Southeast Quarter of the Southeast Quarter of Section 7, Township 27, Range 22, said point being 505 feet North of the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence North along said West line of the Southeast Quarter of the Southeast Quarter 77 feet; thence South 79 degrees 30 minutes East 657.5 feet to the West line of the cut-off from State Trunk Highway No. 218; thence South 56 degrees 30 minutes West 242 feet to the Southwest corner of the intersection of the said West line of said cut-off with the aforesaid North line of State Trunk Highway No. 55; thence Westerly along the North line of said Highway No. 55, 480 feet to the point of beginning;

And except as follows:

Beginning at the point of the West line of the Southeast Quarter of the Southeast Quarter of Section 7, Township 27, Range 22, said point being 582 feet North of the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence North along the West line of said Southeast Quarter of the Southeast Quarter a distance of 732.38 feet to the Northwest corner of said Southeast Quarter of the Southeast; thence East along the North line of said Southeast Quarter of the Southeast, a distance of 380 feet; thence South and parallel with the West line of said Southeast Quarter of the Southeast Quarter, a distance of 607 feet; thence East 200 feet; thence South and parallel with the aforesaid West line of the Southeast Quarter of the Southeast Quarter a distance of 234.1 feet; thence North 79 degrees 30 minutes West, 589.9 feet to the point of beginning.

And except as follows:

Parcel 410A as shown on the Minnesota Department of Transportation Right of Way Plat No. 19-122 acquired by the State of Minnesota in Final Certificate dated November 13, 1996, recorded February 3, 1997 as Document No. 1403330.

Being more particularly described as follows:

All that part of the Southeast Quarter of the Southeast Quarter of Section 7, Township 27, Range 22, Dakota County, Minnesota lying northerly, northwesterly and westerly of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-122, according to the recorded plat thereof;

EXCEPT:

Beginning at the point of the West line of the Southeast Quarter of the Southeast Quarter of Section 7, Township 27, Range 22, said point being 582 feet North of the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence North along the West line of said Southeast Quarter of the Southeast Quarter a distance of 732.38 feet to the Northwest corner of said Southeast Quarter of the Southeast; thence East along the North line of said Southeast Quarter of the Southeast, a distance of 380 feet; thence South and parallel with the West line of said Southeast Quarter of the Southeast Quarter, a distance of 607 feet; thence East 200 feet; thence South and parallel with the aforesaid West line of the Southeast Quarter of the Southeast Quarter a distance of 234.1 feet; thence North 79 degrees 30 minutes West, 589.9 feet to the point of beginning.

TOGETHER WITH

All that part of the Northeast Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southwest Quarter Section 7, Township 27 North, Range 22, lying Northerly and Easterly of Minnesota State Highway No. 55.

Excepting therefrom the following:

Commencing at the Northwest corner of the Northeast Quarter, Northwest Quarter, Southeast Quarter Section 7, Township 27 North, Range 22 West; thence East along the North line of said Southeast Quarter 1,884.71 feet to the West line of State Trunk Highway No. 218; thence South along said Highway line 523 feet; thence West 780 feet; thence South 80 degrees 25 minutes West 810.6 feet; thence West 305.4 feet to the Southwest corner of said Northeast Quarter, Northwest Quarter, Southeast Quarter; thence North 655.7 feet to the point of beginning

Commencing at the northwest corner of said NE 1/4 of the SW 1/4; thence southerly along the west line of said NE 1/4 of the SW 1/4 a distance of 50.00 feet; thence North 89 degrees 48 minutes 29 seconds East, assumed bearing, parallel with the north line of said NE 1/4 of the SW 1/4 a distance of 452.36 feet to the point of beginning of the parcel to be described; thence South 60 degrees 51 minutes 45 seconds East, 153.25 feet; thence South 28 degrees 51 minutes 45 seconds East, 420.13 feet; thence South 0 degrees 08 minutes 15 seconds West, 489.01 feet to the northeasterly right-of-way line of S.T.H. No. 55; thence North 42 degrees 54 minutes 59 seconds West along said right-of-way line 958.83 feet; thence North 27 degrees 43 minutes 39 seconds East along the easterly right-of-way line of S.T.H. No. 55 a distance of 258.38 feet to the intersection with a line which bears South 89 degrees 48 minutes 29 seconds West from the aforesaid point of beginning; thence North 89 degrees 48 minutes 29 seconds East, 197.19 feet to the point of beginning and there terminating.

That part of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 7, Township 27, Range 22, Dakota County, Minnesota which lies southerly of the northerly 1095.65 feet of said Northwest Quarter of the Southeast Quarter of Section 7 and which lies northeasterly of the northeasterly line of State Trunk Highway No. 55 per MnDOT Final Certificate Parcel 8 Rev. (55=116-21) recorded in Book 47 of Miscellaneous Records, Page 153

and per MnDOT Final Certificate Parcel 208A S.P. 1909 (55=116-21) recorded in Book 67 of Miscellaneous Records, Page 620, Doc. No. 324766, Dakota County, Minnesota.

Parcel 308A as shown on Minnesota Department of Transportation Right of Way Plats Nos. 19-121, 19-122 and 19-126 acquired by the State of Minnesota in Final Certificate dated November 13, 1996, recorded February 3, 1997 as Document No. 1403330

TOGETHER WITH

That part of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section 7, Township 27, Range 22, Dakota County, Minnesota which lies southerly of the northerly 1095.65 feet of said Northwest Quarter of the Southeast Quarter of Section 7 and which lies northeasterly of the northeasterly line of State Trunk Highway No. 55 per MnDOT Final Certificate Parcel 8 Rev. (55=116-21) recorded in Book 47 of Miscellaneous Records, Page 153 and per MnDOT Final Certificate Parcel 208A S.P. 1909 (55=116-21) recorded in Book 67 of Miscellaneous Records, Page 620, Doc. No. 324766, Dakota County, Minnesota.

Excepting therefrom Parcel 308A as shown on Minnesota Department of Transportation Right of Way Plat No. 19-122 acquired by the State of Minnesota in Final Certificate dated November 13, 1996, recorded February 3, 1997 as Document No. 1403330.

TOGETHER WITH

Beginning at a point on the West line of the Southeast Quarter of the Southeast Quarter of Section 7, Township 27, Range 22, said point being 582 feet North of the Southwest corner of said Southeast Quarter of Southeast Quarter; thence North along the West line of said Southeast Quarter of Southeast Quarter a distance of 732.38 feet to the Northwest corner of said Southeast Quarter of Southeast; thence East along the North line of said Southeast Quarter of Southeast a distance of 380 feet; thence South and parallel with the West line of said Southeast Quarter of Southeast Quarter a distance of 607 feet; thence East 200 feet; thence South and parallel with the aforesaid West line of the Southeast Quarter of Southeast Quarter a distance of 234.1 feet; thence North 79 degrees 30 minutes West, 589.9 feet to the point of beginning.

Excepting therefrom the following:

Parcel 308A as shown on Minnesota Department of Transportation Right of Way Plat No. 19-122 acquired by the State of Minnesota in Final Certificate dated November 13, 1996, recorded February 3, 1997, as Document No. 1403330.

2. **Phase 1 Final Planned Unit Development Legal Description (Development Tract):**

All that part of the south half of Section 7, Township 27, Range 22, Dakota County, Minnesota described as follows:

Commencing at the southeast corner of said Section 7, said southeast corner also being the southeast corner of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-122, according to the recorded plat thereof; thence North 00 degrees 18

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 38 LOT SINGLE FAMILY SUBDIVISION TO BE KNOW AS ARGENTA HILLS 8th ADDITION

CASE NO. 13-40PUD
(160 Investment, LLC)

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

SEE EXHIBIT A

WHEREAS, 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 with a development contract and related agreements referenced therein to be known as Argenta Hills 8th 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	no date
Argenta Hills 8th Addition Grading, Utility and Erosion Control Plans	(Final plan set dates found in Development Contract)

Landscape Plan dated 7/10/13

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 23th day of September, 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EXHIBIT A

Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota. Except that part thereof platted as ARGENTA HILLS 2ND ADDITION and ARGENTA HILLS 5TH ADDITION, according to the recorded plats thereof, said Dakota County.

Together with:

Outlot B, said ARGENTA HILLS 5TH ADDITION and Outlot A, ARGENTA HILLS 7TH ADDITION, according to the recorded plats thereof said Dakota County.

Together with:

All that part of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 00 degrees 22 minutes 51 seconds East, along the easterly line of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter, for 256.29 feet; thence South 89 degrees 37 minutes 09 seconds West 46.94 feet to the actual point of beginning; thence South 18 degrees 25 minutes 35 seconds West for 203.64 feet; thence North 71 degrees 34 minutes 25 seconds West for 191.01 feet; thence North 01 degrees 59 minutes 28 seconds East for 187.96 feet; thence South 88 degrees 00 minutes 32 seconds East for 41.03 feet; thence easterly for 56.66 feet along a tangential curve concave to the south, radius 213.00 feet and central angle 15 degrees 14 minutes 32 seconds; thence South 72 degrees 46 minutes 00 seconds East, tangent to said curve, for 149.04 feet to the point of beginning.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A VACATION OF CERTAIN PUBLIC DRAINAGE AND UTILITY EASEMENTS WITHIN THE PLATS OF ARGENTA HILLS, ARGENTA HILLS 5TH ADDITION AND ARGENTA HILLS 7TH ADDITION

CASE NO. 13-23PUD
(160 Investments)

WHEREAS, a petition has been duly presented to the City of Inver Grove Heights, signed by the owner of the property of the following described drainage and utility easements situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

SEE EXHIBIT A

WHEREAS, a notice of hearing on said petition has been duly published and posted in accordance with the applicable Minnesota Statutes, and

WHEREAS, a public hearing was held on said petition on September 17, 2013, at the Council Chambers, 8150 Barbara Avenue, and

WHEREAS, the Planning Commission then proceeded to hear all persons interested in said petition and all persons interested were afforded an opportunity to present their views and objections to the granting of said petition, and

WHEREAS, the City Council of Inver Grove Heights has determined that the vacation of said public drainage and utility easements would be in the public interest.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: That the above described public drainage and utility easements are hereby vacated pursuant to M.S.A. 412.851.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 23rd day of September, 2013.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EXHIBIT A

PROPOSED DESCRIPTION TO VCATE DRAINAGE AND UTILITY EASEMENTS

All drainage and utility easements lying over, under and across Outlot A, ARGENTA HILLS 7TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on ARGENTA HILLS 7th ADDITION, and as delineated and dedicated on ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota.

Together with:

All drainage and utility easements lying over, under and across Outlot B, ARGENTA HILLS 5TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on ARGENTA HILLS 5th ADDITION.

Together with:

All drainage and utility easements lying over, under and across Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on ARGENTA HILLS. Except that part of said Outlot F, plated as Argenta Hills 2nd Addition and Argenta Hills 5th Addition, according to the recorded plats thereof, said Dakota County.

DEVELOPMENT CONTRACT

FOR PLAT OF

ARGENTA HILLS 8th ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS DEVELOPMENT CONTRACT

RECITALS

ARTICLE 1 - DEFINITIONS

1.1 Terms

1.2 City

1.3 Developer

1.4 Owner

1.5 Plat

1.6 Development Plans

1.7 Development Contract

1.8 Council

1.9 PWD

1.10 Director of PWD

1.11 County

1.12 Other Regulatory Agencies

1.13 Utility Companies

1.14 Prior Easement Holders

1.15 Developer Improvements

1.16 City Improvements

1.17 Developer Public Improvements

1.18 Developer Default

1.19 Force Majeure

1.20 Developer Warranties

A. Authority

B. No Default

C. Present Compliance With Laws

D. Continuing Compliance With Laws

E. No Litigation

F. Full Disclosure

G. Plat Compliance

H. Warranty On Proper Work And Materials

I. Obtaining Permits

1.21 Owner Warranties

A. Authority

B. No Default

C. Present Compliance With Laws

D. Continuing Compliance With Laws

E. No Litigation

F. Full Disclosure

G. Plat Compliance

H. Fee Title

1.22 City Warranties

A. Organization

B. Authority

1.23 Formal Notice

ARTICLE 2 - PLAT APPROVAL

2.1 Plat Approval

2.2 Plat Density

2.3 Recording of Plat

ARTICLE 3 - CITY IMPROVEMENTS

3.1 City Improvements

ARTICLE 4 - DEVELOPER IMPROVEMENTS

4.1 Developer Improvements

4.2 Ground Material

4.3 Grading - Drainage Plan And Easements

4.4 Street Signs

4.5 Boulevard And Area Restoration

4.6 Erosion Control

ARTICLE 5 - PARK CONTRIBUTION REQUIREMENTS

5.1 Park Contribution

ARTICLE 6 - OTHER PERMITS

6.1 Permits

ARTICLE 7 - OTHER DEVELOPMENT REQUIREMENTS

7.1 Miscellaneous Requirements

ARTICLE 8 - DEVELOPER PUBLIC IMPROVEMENTS

8.1 Approval of Contractors and Engineer

8.2 Construction

8.3 Inspection

8.4 Faithful Performance of Construction Contracts

8.5 City Acceptance

8.6 Engineering Submittals Required

ARTICLE 9 - RESPONSIBILITY FOR COSTS

9.1 Developer Improvement Costs

9.2 City Miscellaneous Expenses

9.3 Enforcement Costs

9.4 Time of Payment

ARTICLE 10 - DEVELOPMENT WARRANTIES

10.1 Statement of Developer Warranties

ARTICLE 11 - OWNER WARRANTIES

11.1 Statement of Owner Warranties

ARTICLE 12 - CITY WARRANTIES

12.1 Statement of City Warranties

ARTICLE 13 - INDEMNIFICATION OF CITY

13.1 Indemnification of City

13.2 Notice

13.3 Defense of Claim

ARTICLE 14 - CITY REMEDIES UPON DEVELOPER DEFAULT

14.1 City Remedies

14.2 No Additional Waiver Implied By One Waiver

14.3 No Remedy Exclusive

14.4 Emergency

ARTICLE 15 - ESCROW DEPOSIT

15.1 Escrow Requirement

ARTICLE 16 - MISCELLANEOUS

16.1 City's Duties

16.2 Additional Improvements

16.3 No Third Party Recourse

16.4 Validity

16.5 Recording

16.6 Binding Agreement

16.7 Contract Assignment

16.8 Amendment And Waiver

16.9 Governing Law

16.10 Counterparts

16.11 Headings

16.12 Inconsistency

16.13 Access

EXHIBIT A Legal Description of Plat

EXHIBIT B List of Development Plans

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

CITY OF INVER GROVE HEIGHTS

DEVELOPMENT CONTRACT
FOR PLAT OF ARGENTA HILLS 8th ADDITION

THIS AGREEMENT, made and entered into on the 23rd day of September, 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 8th Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

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

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

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

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

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

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

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

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Dakota County Highway Department

d.) Water Management Organization

e.) Metropolitan Council

f.) 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: Jacob Fick 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 and except as provided in the Storm Water Facilities Maintenance Agreements relating to certain lots in the PLAT and except as provided in the Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement relating to certain lots within the PLAT. 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 23rd day of September, 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 September, 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

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF ARGENTA HILLS 8th ADDITION

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

Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota. Except that part thereof platted as ARGENTA HILLS 2ND ADDITION and ARGENTA HILLS 5TH ADDITION, according to the recorded plats thereof, said Dakota County.

Together with:

Outlot B, said ARGENTA HILLS 5TH ADDITION and Outlot A, ARGENTA HILLS 7TH ADDITION, according to the recorded plats thereof said Dakota County.

Together with:

All that part of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 00 degrees 22 minutes 51 seconds East, along the easterly line of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter, for 256.29 feet; thence South 89 degrees 37 minutes 09 seconds West 46.94 feet to the actual point of beginning; thence South 18 degrees 25 minutes 35 seconds West for 203.64 feet; thence North 71 degrees 34 minutes 25 seconds West for 191.01 feet; thence North 01 degrees 59 minutes 28 seconds East for 187.96 feet; thence South 88 degrees 00 minutes 32 seconds East for 41.03 feet; thence easterly for 56.66 feet along a tangential curve concave to the south, radius 213.00 feet and central angle 15 degrees 14 minutes 32 seconds; thence South 72 degrees 46 minutes 00 seconds East, tangent to said curve, for 149.04 feet to the point of beginning.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (Sheet 1 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Sanitary Sewer & Watermain (Sheet 2 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Sanitary Sewer & Watermain (Sheet 3 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Storm Sewer (Sheet 4 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Storm Sewer (Sheet 5 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Storm Sewer (Sheet 6 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Street Construction (Sheet 7 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Street Construction (Sheet 8 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Utility Details (Sheet 9 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Storm Details (Sheet 10 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Street Details (Sheet 11 of 11)	8/21/12 Revised 5/22/13	Pioneer Engineering
Grading Plan (Sheet 1 of 5)	8/21/12 Revised 5/22/13	Pioneer Engineering
Erosion Control Plan (Sheet 2 of 5)	8/21/12 Revised 5/22/13	Pioneer Engineering

Erosion Control Plan (Sheet 3 of 5)	8/21/12 Revised 5/22/13	Pioneer Engineering
Grading and Erosion Control Details (Sheet 4 of 5)	8/21/12 Revised 5/22/13	Pioneer Engineering
Grading and Erosion Control Details (Sheet 5 of 5)	8/21/12 Revised 5/22/13	Pioneer Engineering
Landscape Plan (Sheet 1 of 2)	8/21/12 Revised 5/22/13	Pioneer Engineering
Landscape Plan (Sheet 2 of 2)	8/21/12 Revised 5/22/13	Pioneer Engineering

The above-listed Development Plans were approved by the City Engineer on September ____, 2013.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondence relating to Argenta Hills 8th Addition (collectively the "City Engineer Memo"):

1. Review letter from the City Engineer dated September 11, 2013.

The City Engineer Memo is on file with the City.

The above-listed Development Plans shall be revised to conform to the approval given by the City Engineer and a substitute Exhibit B shall be inserted within the Development Contract to reflect the final approved Development Plans.

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 July 15, 2014, whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or July 15, 2014, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or July 15, 2014, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or July 15, 2014, whichever occurs first	storm water facilities to level of functionality
X PUBLIC	prior to obtaining a building permit or July 15, 2014, 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; including total completion of irrigation system in Outlot G, Argenta Hills 8th Addition
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

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 $9,500 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 provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.

f.) DEVELOPER AND OWNER must execute and deliver the documents listed in paragraph 18 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.

g.) DEVELOPER must pay to the CITY the amount of $_____ pursuant to the *Agreement Relating to Payment of Northwest Area Utility Connection Fees and Hook-up Fees for Outlot F, Argenta Hills Except for That Area Platted as Argenta Hills 2nd Addition* recorded as Dakota County Document No. 2761226 and pursuant to the *Agreement Relating to Payment of Northwest Area Utility Connection Fees and Hook-up Fees for Plat of Argenta Hills 5th Addition* recorded as Dakota County Document No. 2920805.

h.) DEVELOPER must pay the fees referenced in paragraph 8 of this Exhibit E.

2.) **BUILDING PERMIT FOR LOTS**. No building permit may be obtained for any lot in the PLAT until the following conditions have been met in accordance with the DEVELOPMENT PLANS; however, the CITY may issue a building permit for construction of a model home on the PLAT if the CITY determines that satisfactory progress is being made with respect to the conditions stated below:

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

b.) The PLAT is recorded with the Dakota County Recorder.

c.) The DEVELOPMENT CONTRACT and all of the documents listed in paragraph 18 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.

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 ____ new lots and as a result, the park contribution is $_____ (____ 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 8th 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 $46,584.90

b.) The PLAT connection fee for sanitary sewer is $74,389.50

c.) The PLAT connection fee for storm water sewer is $252,558.45

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, Argenta Hills 5th Addition and Argenta Hills 8th 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 Hills 8th Addition, as well as in the other Additions referenced in this paragraph, must be constructed by October 1, 2014. Trail easements must also be conveyed by DEVELOPER and OWNER to the CITY by October 1, 2014.

12.) **PAYMENT FOR SEALCOATING**. The CITY agrees to sealcoat the bituminous pavement within the plat of Argenta Hills 8th 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 $9,500 for the work.

The amount of $9,500 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 8th 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 8th 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. The DEVELOPER shall also create a sub-association of the Homeowners Association for Lots 1 through 10, Block 3, Argenta Hills 8th Addition and Outlot J, Argenta Hills 8th Addition.

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 and for the plat of Argenta Hills 8th 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 8th 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 5th and Argenta Hills 7th Addition and notwithstanding anything to the contrary in the Street Light Agreement recorded as Dakota County Document No. 2761219, the DEVELOPER shall pay for the energy costs for all the street lights in the Plats of Argenta Hills 5th Addition, Argenta Hills 7th Addition and Argenta Hills 8th Addition through the date of December 31, 2015. 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.

17.) **CUSTOM GRADING AGREEMENT REQUIREMENTS**. No development shall occur on Outlot J, Argenta Hills 8th Addition until the owners have entered into a Custom Grading Agreement with the CITY or the CITY has approved a grading plan pursuant to a re-platting of Outlot J, Argenta Hills 8th Addition.

18.) **OTHER AGREEMENTS**. The DEVELOPER and OWNER must comply with the following requirements and execute the agreements set forth below:

1. On the PLAT there must be a dedicated drainage and utility easement over Outlot C, Argenta Hills 8th Addition.

2. By Warranty Deed, DEVELOPER and OWNER must convey Outlots A, D and G, Argenta Hills 8th Addition to the CITY at the time the PLAT is recorded.

3. Prior to the PLAT being recorded, DEVELOPER and OWNER must show evidence to the CITY that an emergency turn-around easement is in place on adjoining property to serve Outlot B, Argenta Hills 8th Addition; this easement must be recorded with the PLAT.

4. DEVELOPER and OWNER must sign a Storm Water Facilities Maintenance Agreement for the following lots within the PLAT:

   a. Lot 1, Block 3, Argenta Hills 8th Addition.
   b. Lot 2, Block 3, Argenta Hills 8th Addition.
   c. Lot 3, Block 3, Argenta Hills 8th Addition.

d. Lot 4, Block 3, Argenta Hills 8th Addition
e. Lot 4, Block 2, Argenta Hills 8th Addition.
f. Outlot C, Argenta Hills 8th Addition.
g. Outlot G, Argenta Hills 8th Addition.

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

5. Prior to October 15, 2014, OWNER and DEVELOPER must convey the following properties to the Homeowners Association or to the sub-association:

a. Outlot B, Argenta Hills 8th Addition.
b. Outlot C, Argenta Hills 8th Addition.
c. Outlot E, Argenta Hills 8th Addition.
d. Outlot F, Argenta Hills 8th Addition.

DEVELOPER must show evidence to the CITY that the deeds have been recorded by October 15, 2014.

6. DEVELOPER and OWNER must execute a Natural Area/Open Space and Undisturbed Natural Area/Open Space Easement Agreement for the following lots within the PLAT:

a. Outlot A, Argenta Hills 8th Addition.
b. Outlot C, Argenta Hills 8th Addition.
c. Outlot D, Argenta Hills 8th Addition.
d. Outlot E, Argenta Hills 8th Addition.
e. Outlot F, Argenta Hills 8th Addition.
f. Outlot G, Argenta Hills 8th Addition.
g. Outlot H, Argenta Hills 8th Addition.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

7. DEVELOPER and OWNER must execute a Restrictive Use Easement Agreement for Lot 1, Block 4, Argenta Hills 8th Addition.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

8. DEVELOPER and OWNER must execute an Encroachment Agreement for the following lots within the PLAT:

a. Lot 1, Block 2, Argenta Hills 8th Addition.
b. Outlot B, Argenta Hills 8th Addition.
c. Lot 5, Block 3, Argenta Hills 8th Addition.
d. Lot 6, Block 3, Argenta Hills 8th Addition.
e. Lot 7, Block 3, Argenta Hills 8th Addition.

The above-listed agreements must be executed at the time the PLAT is recorded and

must be recorded with the PLAT.

9. By Warranty Deed, DEVELOPER and OWNER must convey access to the City from Lot 1, Block 4, Argenta Hills 8th Addition to and from Alverno Avenue.

   The above-listed Warranty Deed must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

10. DEVELOPER and OWNER must execute a Repair and Maintenance Agreement with the CITY for Outlot B, Argenta Hills 8th Addition whereby the owner of Outlot B, Argenta Hills 8th Addition agrees to repair the bituminous surface of Outlot B, Argenta Hills 8th Addition if the CITY disturbs the bituminous surface in order to maintain, repair, restore or replace the underground utilities in Outlot B, Argenta Hills 8th Addition.

    The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

11. DEVELOPER and OWNER must enter into a Storm Water Irrigation Maintenance Agreement for Outlot G, Argenta Hills 8th Addition whereby the owner of Outlot G, Argenta Hills 8th Addition agrees to maintain the irrigation system to be constructed within Outlot G, Argenta Hills 8th Addition.

    The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

12. DEVELOPER and OWNER must execute an Acknowledgment of Planned Unit Development Zoning.

    The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

13. DEVELOPER and OWNER must execute a Pedestrian Trail Easement at the time and in the manner set forth in paragraph 11 of this Exhibit E.

14. By Quit Claim Deed, CITY must convey Outlot B, Argenta Hills 5th Addition to the OWNER so that Outlot B, Argenta Hills 5th Addition may be re-platted as part of Argenta Hills 8th Addition. The Quit Claim Deed shall be recorded prior to the recording of the PLAT.

19.) **SP-15 AGREEMENT**. DEVELOPER and OWNER must comply with the following two agreements:

a. Agreement Relating to Expansion of SP-15 Lying in Outlot F, Argenta Hills, Dakota County, Minnesota Except That Portion of Outlot F, Argenta Hills Lying Within Argenta Hills 2nd Addition recorded as Dakota County Document No. 2784018.

b. Addendum No. 1 to Agreement Relating to Expansion of SP-15 Lying in Outlot F, Argenta Hills, Dakota County, Minnesota Except That Portion of Outlot F, Argenta

Hills Lying Within Argenta Hills 2nd Addition recorded as Dakota County Document No. 2920816.

20.) **GRADING AND STOCKPILE AGREEMENT**. DEVELOPER and OWNER must comply with the following agreement:

a. Grading and Stockpile Agreement for Outlot F, Argenta Hills Except for Argenta Hills 2nd Addition, Argenta Hills 3rd Addition, Argenta Hills 4th Addition and Argenta Hills 5th Addition recorded as Dakota County Document No. 2920814.

21.) **PAYMENT FOR OVERSIZING**. As part of the DEVELOPMENT PLANS, DEVELOPER is installing a sanitary sewer trunk line that will have a diameter size and a depth sufficient to serve the PLAT as well as an area outside of the PLAT. The CITY agrees and recognizes that the diameter size and the depth create a benefit for areas outside the PLAT. As a result, the CITY will grant a credit to the DEVELOPER against the sanitary sewer plat connection fees up to the extra cost incurred by the DEVELOPER for sizing the sanitary sewer trunk pipe above 8 inches in size and for the "over-depth" cost incident to installation of the trunk line. The DEVELOPER shall provide the cost information and any bids, invoices or other data relevant to the installation of the trunk line and the Director of the PWD shall reasonably compute the credit. The credit shall not exceed $33,300.

22.) **MODEL HOMES / SALES HOMES**. The DEVELOPER intends to construct model homes or sales homes on two lots within the PLAT. The two lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes or sales homes by the public, the DEVELOPER shall install a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.

EXHIBIT F
ESCROW CALCULATION

1.)	Site Grading, Drainage and Erosion Control	$
2.)	Utilities (sewer and water)	$
3.)	Storm Sewer Facilities	$
4.)	Plat and Lot Landscaping	$
5.)	Street Signage	$
6.)	Streets and Sidewalk and Street Lights	$
7.)	Construction debris clean up	$
8.)	Certified As-Builts	$
9.)	Retaining Walls	$
10.)	Storm water Irrigation System	$
11.)	Raingardens_	$
12.)	Trails	$
13.)	Subdivision monuments	$
14.)	Existing Driveway abandonment replacement and restoration	$

SUBTOTAL **$**

Multiplied by **1.25**

TOTAL OF LETTER OF CREDIT: **$**

EXHIBIT F
ESCROW CALCULATION
(Continued)

The DEVELOPER has deposited $_____ in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of the Development Contract for the Plat of Argenta Hills 8th Addition.

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 8th 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:

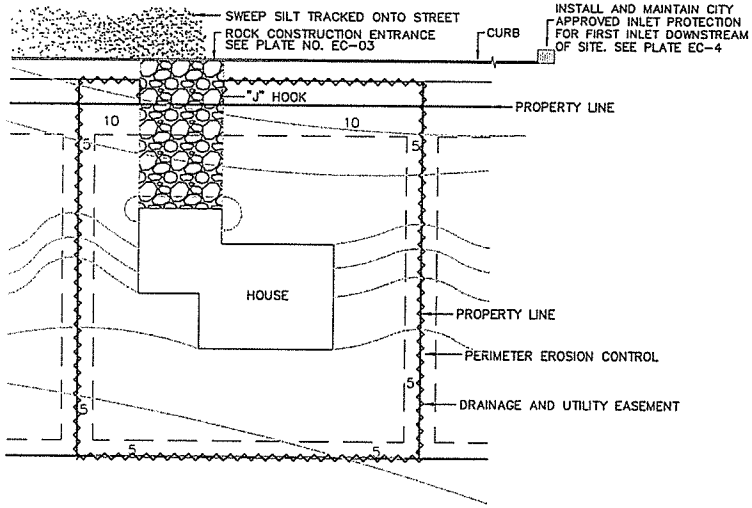
a.) all of the lots in the plats of Argenta Hills 8th Addition have been built upon; and

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 8th 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 $_____ 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 I, Argenta 8th 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

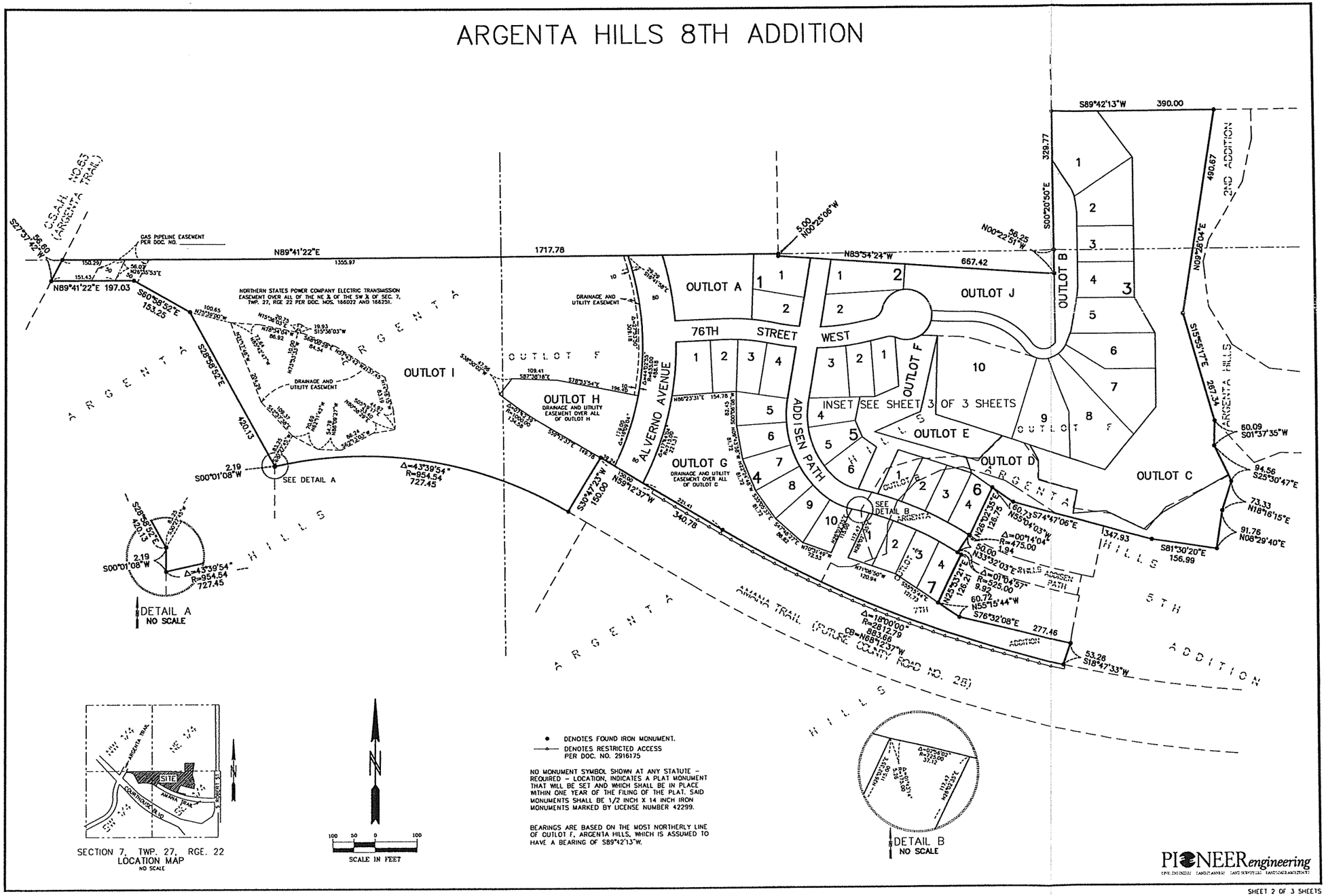


NOTES:

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".

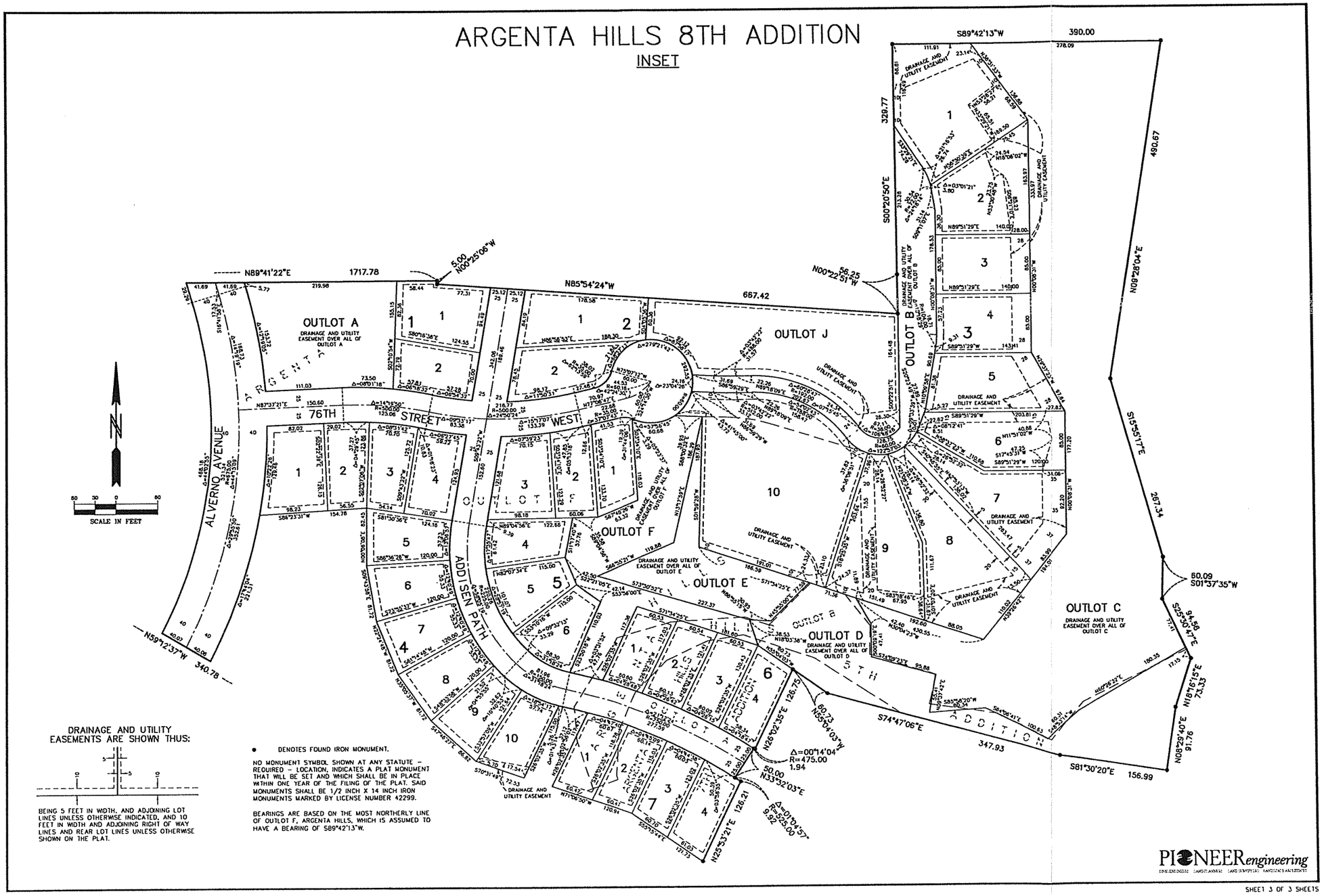
	EROSION CONTROL FOR RESIDENTIAL LOTS		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	4/11	PLATE NO. EC-01

ARGENTA HILLS 8TH ADDITION



ARGENTA HILLS 8TH ADDITION

INSET



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH, AND ADJOINING LOT LINES UNLESS OTHERWISE INDICATED, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND REAR LOT LINES UNLESS OTHERWISE SHOWN ON THE PLAT.

● DENOTES FOUND IRON MONUMENT.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE – REQUIRED – LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF OUTLOT F, ARGENTA HILLS, WHICH IS ASSUMED TO HAVE A BEARING OF S89°42'13"W.

PIONEER engineering

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: September 12, 2013 **CASE NO:** 13-23PUD

APPLICANT: IGH INVESTMENTS LLC (ARGENTA HILLS 8th)

REQUEST: Preliminary and Final Plat, Preliminary and Final PUD Development Plan Amendment and Vacation of certain Drainage and Utility Easements for Argenta Hills 8th Addition

HEARING DATE: September 17, 2013

LOCATION: West side of Hwy 3, north of Amana Trail

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: A, Agricultural

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant has submitted an application which consists of an amended preliminary PUD development plan and plat for the eight phase of residential development in the overall Argenta Hills PUD. This preliminary plat addresses one of the last residential portions of Argenta Hills. Changes to the design were a result of desire to reduce grading for the custom lots and adding a through street as required by Dakota County. The final design of Outlot I will be determined once the Hwy 55/Argenta Trail intersection is designed.

A quick summary of the proposed changes are:

1. Preliminary Plat consisting of adding 40 lots and 9 outlots. The Final Plat consisting of adding 38 lots and 10 outlots. Total residential lots to dated would be 122. The current PUD is approved for 134 residential lots.
2. Changes to the street layout design based on changes required by Dakota County for Addisen Court.
3. Changes to the grading of the custom lots resulting in a private street proposed to serve these lots. Reduced street design allows for reduced grading.
4. Request flexibility from driveway widths, front yard setbacks, setbacks on some corner lots and maximum driveway length in the custom lot neighborhood.

A request to vacate certain drainage and utility easements within previous addition to clean up the plat and rededicate easements based on the new lot layout design.

The specific applications being requested are:

1. Preliminary Plat approval of Argenta Hills 8th Addition consisting of 40 lots and 9 outlots.
2. Final Plat approval for Argenta Hills 8th Addition consisting of 38 lots and 10 outlots.
2. Preliminary and Final PUD Development Plan Amendment of the Argenta Hills PUD as required by the Northwest Overlay District.
3. Vacation of certain drainage and utility easements within the plat of Argenta Hills 7th, 5th and Argenta Hills.

The applicant is also requesting flexibility from the following two standards found in the Northwest Overlay District Ordinance:

1. The applicant is requesting flexibility from the maximum driveway width requirement in order to provide for standard three car garage driveways without installing pervious pavement. Maximum driveway width is 20 feet. Reason for requirement is to minimize impervious surface. Additional width is allowed provided that driveway portion beyond 20 feet is constructed of pervious materials. This will be discussed later in the report.

2. To allow Lots 6-9, Bk 3 to have driveways longer than 30 feet. The Ordinances establishes a minimum driveway length of 20 feet and maximum at 30 feet. Reason for requirement is to minimize impervious surface. Applicant is requesting 40 foot driveways for two lots and 35 feet for the other.

3. To allow corner side yard setbacks of 15 feet when adjacent to a residential local street.
4. To allow corner side yard setbacks of 25 feet when adjacent to a minor collector road (north/south road.

There are no other changes being proposed to any other portion of the approved Preliminary PUD. The approved development contract allows for a 10 year approval period for development before the applicant would be required to either ask for an approval extension or resubmit a new PUD plan.

The Northwest Area Overlay District was established to encourage development that provides such features as:

- Cluster development practices which preserve significant natural features,
- Pedestrian connections,
- Innovative storm water management practices,
- Reduction in impervious surface cover to maximize natural storm water infiltration,
- Provide on-site retention of storm water and,
- Open space areas as development amenities.

EVALUATION OF THE REQUEST

PRELIMINARY AND FINAL PLAT AND PUD DEVELOPMENT PLAN

The review will address each of the current 36 conditions of approval. A copy of the resolution approving the preliminary plans, including the conditions is attached.

A revised preliminary plat and PUD development plan is required because lot layout and street patterns have changed due to a number of factors. The following summarizes the changes to the original PUD preliminary plan:

a. Revised street layout. The original plan separated the old townhouse neighborhood from the single family detached to the north and northwest with cul-de-sacs. Dakota County has since required the local streets connect so not all traffic needs to access Amana Trail to exit/enter. Addisen Path will now become a continuous through street leading to the next property to the north. The through street changes the previous plan which still provided a cul-de-sac for the single family lots along Amana Trail. A private street is being proposed on the east side of the 8th Addition in order to reduce grading and impacts on the open space area. The larger lots can be shifted westerly due to the reduced width needed for the private road easement as compared to a public right-of-way.

Overall, however, the proposed plan is consistent with the original intent for the residential neighborhoods. Custom graded larger lots were planned for on the eastern side and single family of generally the same lot size was anticipated for the remainder of the site.

Vacation of Easements

As part of platting, there are left over easements from previous phases that need to be vacated since they are either no longer necessary or they are overlapping and these easements from previous plats should be vacated as new easements are dedicated on newer plats. There are some easements in Argenta Hills 7th that were put in place with the old cul-de-sac design. With a redesign and through street, these easements need to be vacated. There are some other easements on the north side of the lots in the 5th and 7th Addition that would be redundant with the platting of the final phases. Engineering is currently reviewing all the easements to make sure there are no issues with the vacation. Any modification would take place with the final platting of that neighborhood. Staff supports the vacation request.

The balance of the report compares the proposed plans to the preliminary PUD conditions of approval.

Condition #1 relating to consistency with preliminary plans. The submitted preliminary plans are generally consistent with the original preliminary plans approved by Council. The same general

street layout exists with two access points to the north for future connections, Amana Trail will be re-aligned and constructed at some point in the future. Unit type neighborhoods have remained the same.

Open Space. The Northwest Area Overlay District establishes requirements for open space preservation within the Northwest Area Overlay. Based on the net developable area the project contains the following:

	Required Acres	Proposed Acres 2007	Proposed Acres 2010	Proposed Acres 2012	Proposed Acres 2013
Total Net Developable Area	*120.9*				
Minimum Open Space Required = 20% of net area	24.2	43.7	42.7	40.4	40.6
Required contiguous area = 75% of required open space with a minimum 100 foot corridor width	18.2	18.9	20.4	18.2	19.9
Area to be undisturbed = 50% of required open space	12.1	19.6	21.1	18.9	18.2
Disturbed Open Space	12.1	23.6	21.4	21.5	22.4

This is the one of the last phases of residential development in the PUD. The balance of the commercial development must also comply with these numbers. The commercial development open space would not change due to the design layout and improvements that are already in place.
The overall PUD still exceeds the minimum open space requirements for the Northwest Area.

Building Setbacks and Separation. The current preliminary PUD allowed for varying building separation standards in the residential areas down to 10 feet. The proposed plans are consistent with this allowed separation. In this development, there are no storm water features needed or proposed in side yards. All storm water is addressed with larger infiltration basins and in the regional pond to the east. The lots in the larger lot section will have separations ranging from 12-25 feet.

The following lots shown on the final plat are requested to have lesser corner lot setbacks down to 15 feet (20 feet required):
Lot 2, Bk 1
Lot 4, Bk 4
Lot 2, Bk 2

Lot 3, Bk 5
Lot 1, Bk 4 setback to 25 feet

Condition #2 relating to approval of the final grading, drainage and erosion control plans. Engineering has reviewed the plans and recommends approval with a few items that still need a few changes before construction begins. The City Engineers comments are attached.

Condition #3 relating to drainage and utility easements provided on the plat. The plat will provide for easements over the main drainage areas and open space areas. These will be dedicated in outlots that would be owned by the city. Standard perimeter drainage and utility easements will be provided on the final plat phases.

Condition #4 relating to ownership of natural area/open space. Outlots A, C, D, E, F, G and H constitute open space in this phase. Outlots B, C, E and F will be owned by the homeowners association. Outlots A, D and G will be deeded to the city. Conservation easements will be placed over all of the open space and undisturbed areas. Those areas in private ownership will be owned and maintained by the homeowners association. The open space areas are allowed to be mowed, maintained and can have improvements installed. The undisturbed areas must be left natural with no mowing or maintenance. The removal of dead, diseased, dangerous or downed trees would be allowed. Any marking of trails would also be allowed.

Condition #5 relating to rooftop and ground mounted equipment being screened. Not applicable to this phase.

Condition #6 relating to park dedication. Park dedication will consist of a cash payment of $4011.00. 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 provides the following comments;

- Addisen Path should be provided with a temporary turn around or it should be continued out to Amana Trail.
- The private drive at the northeast corner of the subdivision serving part block 3 must comply with fire code requirements for fire department access found in MN State Fire Code Section 503:
    - An approved area for turning around fire apparatus must be provided at the end.
    - Road must be posted no parking fire lane on both sides and in the turn around.
    - The road may not be obstructed in any manner; full width and to a height of 13 feet, six inches.

- The surface must be designed and maintained to support the imposed loads of fire apparatus.

The applicant has provided for a turnaround point on the west side of the road. A portion of the road has been widened to 28 feet to allow for parking on one side. The other comments will be addressed with the construction plans.

Condition #9 relating to MnDOT and County Review. The plans have been sent to Dakota County for their review. The County has already been involved in the layout of the streets and Amana Trail. We do not expect any additional comments.

The County has noted that the design of the Hwy 55/Argenta Trail intersection improvements will begin later this year. This work will give us a better understanding of the final street layout and impact on the final phase of development.

Condition #10 relating to storm water facilities maintenance agreement and responsibilities. The developer will be required to enter into a maintenance agreement with the City for all of the storm water features. The details of the agreement will be addressed during the development contract meeting which is currently in progress. The City Engineer is involved in the drafting of the agreements to insure all of the design elements of the Northwest Storm Water Manual are incorporated into the maintenance agreement. The City Council will review and take action on the maintenance agreement with the development contract.

Condition #11 relating to entering into a boulevard maintenance agreement. This is a standard condition that will be included in all projects in the Northwest Area where appropriate. The maintenance agreement will be addressed during the development contract meetings and will be approved by the City Council.

Condition #12 relating to payment of plat utility fees. This phase of the development does not have a deficit of lots. The entire project is approved for 134 lots. With this plat, there will be a total of 122 lots final platted.

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 is intended to state the developers are responsible for payment of northwest area building permit fees similar to what is noted in as noted in condition #12. 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 by staff and the city attorney and reviewed by the City Council during their review of the final plan set.

Condition #17 relating to conditions of building occupancy. 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. The private street proposed would be the responsibility of the association for maintenance. This will be spelled out specifically in the development contract for the final plat that includes the large lot neighborhood.

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. Required parking is satisfied with the driveway and garage. The private drive for the large lot neighborhood is designed at 20 feet wide The drive wideneds to 28 feet for approximately 230 feet to allow for parking on the west side of the drive. All other 20 foot wide portions will be required to be posted no parking on both sides and must comply with the Fire Marshal's comments.

Condition #21 and #22 relating to landscape and reforestation plans. The developer has submitted a landscape plan with details for the final residential phase and tree reforestation information for the entire PUD.

The applicant is proposing a total of 499.5 inches to be planted along the front yards, side and rear yards. There will be an additional 312 caliper inches to be planted in yards abutting Amana Trail. The tree reforestation requirement is currently 1,700 caliper inches. With the planting of a total of 811.5 inches in this phase, that leaves a balance of 888.5 caliper inches.

The through road connection of Addisen Path, as required by Dakota County will require the removal of additional trees within the pine forest located generally in the middle of the site.

These trees were however, removed from the overall tree count at the first PUD approval and therefore no additional tree reforestation is required.

Condition #23 relating to providing wetland buffers. There are no wetlands in this area of the development.

Condition #24 relating to signage. 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. This condition stems from the standard condition found in both the State's and County's review that noise is a concern for homes along major roadways and that some type of noise mitigation is recommended because both these agencies do not provide any mitigation for roadway noise. The applicant is proposing a number of trees planted in back yards and along Amana Trail to provide some noise relief.

The western portion of this phase is located within the Met Council Noise Abatement Overlay District. The overlay district requires that home construction be designed to attenuate aircraft noise from MSP. The zoning ordinance contains a number of specifications that need to be met to meet this standard. Specific details will need to be submitted with building permits in the overlay district and these standards would be reviewed by the Inspections Department as part of the building permit review.

Condition #27 relating to grading of the custom lots. Engineering will be reviewing all plans for the custom graded section or large lot area when permits are submitted to ensure conformance with overall grading plans and Northwest Area Standards.

Condition #28 relating to grading of trail system. Additional segments of the trail system will be constructed with this phase. The loop system started in the first phases will be extended to have two access points connecting to Amana Trail. There will be additional trails and sidewalks along the local streets to provide connections to future neighborhoods.

Condition #29 relating street widths. All of the streets proposed and constructed have been 28 feet wide which provide for parking on one side and are consistent with the Northwest Area standards.

Condition #30 relating to street lighting. Street lights will be installed per city and utility company spacing standards.

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 plans show the actual location of the marker posts which are placed at strategic locations to help

define the open space areas. These areas will be inspected by Engineering as part of the silt fence installation review.

Condition #33 relating to future development of Outlot F must be consistent with approved preliminary PUD plans. The replatting of Outlot F shall be consistent with the approved preliminary development plans and subsequent amendments, unless a revised plan has been approved by the City Council. All conditions, restrictions, covenants, contributions and dedications must occur at time of re-platting of Outlot F. This provision shall be included in the approved and recorded development contracts.

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 the current governing resolution. This condition will be updated to reflect the latest resolution number.

Condition #36 relating to reforestation calculations. See conditions #22 and #23 above. An additional 811.5 caliper inches shall be required to be planted in the overall development of Argenta Hills.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:

- Approval of the Preliminary and Final Plat and Preliminary PUD Amendment to Argenta Hills and Final PUD for Argenta Hills 8th Addition subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	10/12/2007, 6/30/10, 8/10/12, 9/11/13
Preliminary Site Layout Plan	6/25/2007, 7/19/10, 9/11/13
Preliminary Grading and Drainage Plan	6/25/2007, 7/19/10 8/10/12, 9/11/13
Preliminary Overall Utility Plan	6/25/2007
Preliminary Landscape Plan	6/25/2007, 8/10/10, 8/10/12, 9/11/13

Preliminary Tree Inventory and Preservation Plan	6/25/2007, 9/11/13	8/11/10,	7/9/12,
Building Elevations	6/25/2007		
Trail Plan	6/25/2007		
Signage Location Site Plan	10/11/2007		
Open Space Plan	6/25/2007, 9/11/13	7/19/10,	7/6/12,
Development Capacity Plan	6/25/2007		
Trails, Walks and Green Framework Plan	6/25/2007		
Roadway and Trail Plan	6/25/2007		
East-West Pedestrian Connection	6/25/2007		
Concept Signage Sketches	9/17/2007		
Main Street – Argenta Perspective Sketch			
Target View Perspective Sketch			
Commercial Buildings Schematic Elevations	8/7/2007		
Argenta Hills Design Guidelines Outline			
Design Features (9 sheets)	6/25/2007		
Overall Stormwater Plan (2 sheets)			
Stormwater Details (3 sheets)			
Grading and Drainage Plans (9 sheets)	6/25/2007		
Landscape Plans (8 sheets)	6/25/2007		
Residential Lot Design Layout (3 sheets)	9/25/2007		
Argenta Hills Residential Overall Impervious Surface Illustration	8/10/12		

2. Prior to construction, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. Any required natural area/open space occurring on private land shall be owned by the home owners association. A conservation easement shall be required by the City restricting the use of the open space.

5. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.

6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.

8. All plans shall be subject to the review and approval of the Fire Marshal.

9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.

10. The Agreement shall stipulate the storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

12. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

13. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

14. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement	City Council

and Open Space	
Parking Areas	City Council
Signage Location Plan	City Council

15. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

16. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

17. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.

18. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

19. All private streets shall be maintained by the Home Owners Association.

20. Prior to City Council review of final PUD development plans in residential areas, the plans shall be modified such that visitor parking shall be accommodated in the single family neighborhoods.

21. Prior to City Council review of final PUD development plans of any phase, the landscape plan shall identify quantities of plant materials proposed for verification of code compliance.

22. Prior to City Council review of final PUD development plans of any phase, the reforestation plan shall be updated indicating the location of replacement trees on site in addition to the landscaping requirements described by the ordinance.

23. Prior to City Council review of final PUD development plans of any phase, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan.

24. All signage for all future proposed development shall be subject to review and approval by the City.

25. Prior to City Council review of final PUD development plans of residential portions, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.

26. Residential neighborhoods located within the boundary of the Noise Abatement Overlay district shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.

27. Prior to City Council review of final PUD development plans for appropriate phases, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.

28. Prior to City Council review of PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the stormwater ponding and infiltration network.

29. The private drive for the large lot neighborhood will be required to be posted no parking on both sides per the Fire Marshal due to the width of the drive. The applicant will be required to address how guest parking will be handled for the 12 lots on the private road at time of final plat for that phase.

30. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.

31. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.

32. The boundaries of the designated natural area/open space and conservation easement areas shall be clearly delineated on the approved final PUD plans and shall be clearly marked and delineated in the field before grading begins and after final grading is completed with signage approved by the City.

33. At the time the City signs the plat, the owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to

the date the City signs the final plat, and the owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time the City signs the final plat, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review, natural resource inventory and transportation modeling as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the owner's applications.

34. This PUD Amendment resolution replaces Resolution No. 12-147 and is now the guiding resolution for the overall Preliminary PUD Plan Approval for Argenta Hills.

35. An additional 811.5 caliper inches shall be required to be planted in the overall development of the Argenta Hills PUD.

- **Vacation** of drainage and utility easements within the plats of Argenta Hills, 5th and 7th Additions.

B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

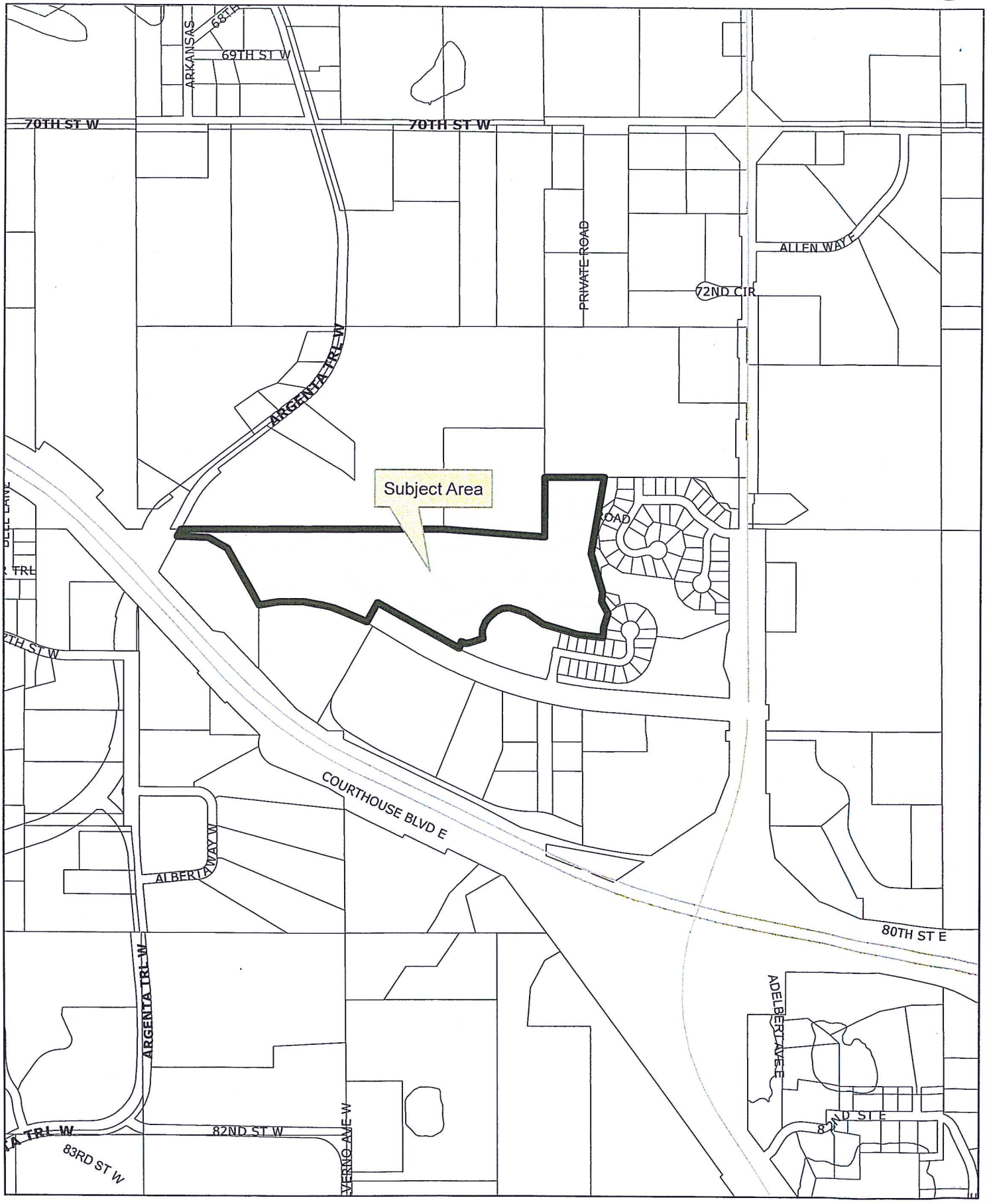
Based on the preceding report, staff recommends approval of the plans for Argenta Hills 8th Addition. Some final details will be addressed in the development contract and before construction begins on utility and street improvements.

ATTACHMENTS:

Location Map
Preliminary PUD conditions of approval and site plan
City Engineer Comment Memo 9/11/13
Open Space Ownership Exhibit
Proposed PUD Site Plan
Preliminary Plat
Final Plat
Grading Plan
Revised Natural area/open space and undisturbed area plan
Landscape Plan for Argenta Hills 8th Addition
Argenta Hills Impervious Surface Exhibit

Vacation of Easements Exhibit
2007 Original Approved PUD Site Plan
2010 Approved PUD Site Plan

Argenta Hills 8th Addition Location Map
Case No. 13-23PUD



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 12-147

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN AMENDMENT FOR A MULTI-LOT 134 UNIT RESIDENTIAL AND APPROXIMATELY 410,000 SQUARE FOOT COMMERCIAL PLANNED UNIT DEVELOPMENT KNOWN AS ARGENTA HILLS

CASE NO. 12-23PUD)
(160 Investments)

WHEREAS, the City Council approved a preliminary plat and preliminary PUD development plan for a seven (7) lot and seven (7) outlot subdivision and an approximately 410,000 square foot retail and 154 unit residential development on October 22, 2007;

WHEREAS, the City Council approved a preliminary PUD amendment altering the lot number and design of one of the residential neighborhoods in the northeast corner resulting in a reduction in the housing number top 139 units on September 13, 2010;

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

SEE EXHIBIT A

WHERERAS, a revised preliminary PUD development plan has been submitted altering one of the residdntial neighborhoods in the original preliminary PUD from a 44 unit townhouse development to a 39 unit detached single family development on the north side of Amana Trail;

WHEREAS, a public hearing concerning the preliminary plat and preliminary PUD development plan was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statues, Section 462.357, Subdivision 3 on August 21, 2012;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan amendment for a Seven (7) lot and Seven (7) outlot plat and approximately 410,000 square foot retail and 134 unit residential development is hereby approved subject to the following conditions:

1. The final plat and accompanying site plans shall be in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Preliminary Plat	10/12/2007, 6/30/10 and 8/10/12
Preliminary Site Layout Plan	6/25/2007 and 7/19/10
Preliminary Grading and Drainage Plan	6/25/2007, 7/19/10 and 8/10/12
Preliminary Overall Utility Plan	6/25/2007
Preliminary Landscape Plan	6/25/2007, 8/10/10 and 8/10/12
Preliminary Tree Inventory and Preservation Plan	6/25/2007, 8/11/10 and 7/9/12
Building Elevations	6/25/2007
Trail Plan	6/25/2007
Signage Location Site Plan	10/11/2007
Open Space Plan	6/25/2007, 7/19/10 and 7/6/12
Development Capacity Plan	6/25/2007
Preliminary Phasing Plan	6/25/2007 and 7/19/10
Trails, Walks and Green Framework Plan	6/25/2007
Roadway and Trail Plan	6/25/2007
East-West Pedestrian Connection	6/25/2007
Concept Signage Sketches	9/17/2007
Main Street – Argenta Perspective Sketch	
Target View Perspective Sketch	
Commercial Buildings Schematic Elevations	8/7/2007
Argenta Hills Design Guidelines Outline	
Design Features (9 sheets)	6/25/2007
Overall Stormwater Plan (2 sheets)	
Stormwater Details (3 sheets)	
Grading and Drainage Plans (9 sheets)	6/25/2007
Landscape Plans (8 sheets)	6/25/2007
Residential Lot Design Layout (3 sheets)	9/25/2007
Argenta Hills Residential Overall Impervious Surface Illustration	8/10/12

2. Prior to final plat and plan approval, the final grading, drainage and erosion control, and utility plans shall be approved by the Director of Public Works.

3. Drainage and utility easements shall be provided on the final plat as required by the Director of Public Works.

4. The ownership of all of the natural area/open space to be owned in private ownership by the property owner. A conservation easement shall be required by the City restricting the

use of the open space. No private homeowner improvements shall be allowed in the open areas.

5. All rooftop equipment shall be completely screened from view from the public streets. Screening materials shall be compatible with the building's overall design. If the mechanical equipment is found to be visible after construction, the applicant shall provide screening subject to the approval of the City.

6. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.

7. All parking lot and building lighting on site shall be a down cast "shoe-box" style and the bulb shall not visible from property lines. The design of the fixtures shall be subject to further staff review prior to final plan approval.

8. All plans shall be subject to the review and approval of the Fire Marshal.

9. The approval of the preliminary Plat and PUD development plans are subject to the review and comment from MnDOT and Dakota County.

10. The Agreement shall stipulate the storm water improvements shall be maintained by the following entities; in instances where the City is not responsible for maintenance of the storm water improvements, the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

11. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Boulevard Maintenance Agreement with the City whereby the owner of the lots shall be responsible for the maintenance of boulevard improvements on such lots; the City shall nonetheless have the right to repair, maintain and replace the improvements if the responsible party does not fulfill its responsibility and the City shall have the right to charge the costs to the responsible party and impose the charges on the property if the responsible party fails to pay the costs.

12. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Developer must pay the City utility plat connection fees consisting of a Water Utility Fee, Sanitary Sewer Utility fee and Storm Water Sewer Utility fee according to the formulas adopted by city ordinance.

13. In the Development Contract, the Developer and Owner shall acknowledge that at the time the building permits are obtained additional connection fees for the water utility system and sanitary sewer utility system are due and owing.

14. In the Development Contract, the Developer and Owner shall agree that the following elements of the Planned Unit Development shall not be altered, changed or removed without first obtaining the following consents:

Site Plan Element	Consent Required By
Building Location	City Council
Driveways and Private Roads	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department
Location of Conservation Easement and Open Space	City Council
Parking Areas	City Council
Signage Location Plan	City Council

15. The Developer and Owner shall execute an Acknowledgement of Planned Unit Development Zoning. This Acknowledgement shall state that property within the plat is subject to the approved PUD plans and PUD zoning and that the development on the property must conform to the PUD plans and PUD zoning. This Acknowledgement shall be recorded when the plat is recorded.

16. The Developer and Owner shall enter into a Development Contract with the City. The form of Development Contract shall substantially comply with the model Development Contract which is part of the Administrative Code, taking into account the particular requirements of the Planned Unit Development plans.

17. The Development Contract shall provide that parking lots associated with specific buildings are completed before a Certificate of Occupancy is issued.

18. The following documents shall be recorded when the plat is recorded:
    - Development Contract;
    - Storm Water Facilities Maintenance Agreement;
    - Conservation Open Space Easement; and
    - Acknowledgement of PUD Zoning.

19. All private streets shall be maintained by the Home Owners Association.

20. Prior to City Council review of final PUD development plans in residential areas, the plans shall be modified such that visitor parking shall be accommodated in the single family and town home neighborhoods.

21. Prior to City Council review of final PUD development plans of any phase, the landscape plan shall identify quantities of plant materials proposed for verification of code compliance.

22. Prior to City Council review of final PUD development plans of any phase, the reforestation plan shall be updated indicating the location of replacement trees on site in addition to the landscaping requirements described by the ordinance.

23. Prior to City Council review of final PUD development plans of any phase, wetland buffers shall be provided around the perimeter of all wetlands. The developer shall describe the proposed seed mix, installation and erosion control measures for the buffer areas on the landscape plan. .

24. All signage for all future proposed development shall be subject to review and approval by the City.

25. Prior to City Council review of final PUD development plans of residential portions, a noise assessment of the proposed development from the major roadways (State and County) including Highway 55, Robert Street and the proposed CSAH 28 shall be required. This analysis should outline areas of concern and detail mitigation strategies for reducing noise pollution on site.

26. Residential neighborhoods located within the boundary of the Noise Abatement Overlay district shall conform to the noise mitigation measures as defined in the Airport Noise Abatement Overlay District, Section 515.80. Subd. 34 of the City Code.

27. Prior to City Council review of final PUD development plans for appropriate phases, the Developer must demonstrate how grading of the custom lots, streets and retaining walls function for the long term, realizing the development of individual lots and construction timing.

28. Prior to City Council review of PUD development plans, the Developer must demonstrate how the trail system can be graded through the open space area. Benches for proper trail widths and cross culverts for drainage shall be designed and implemented into the grading and drainage plans and shall respond to the stormwater ponding and infiltration network.

29. The private streets shown at 24′ in the custom single family and small lot single family neighborhoods and in the townhouse neighborhood do not allow for on-street parking. If no other guest parking areas are being provided within these neighborhoods, these streets shall be modified to 28′ width to accommodate parking on one side of the street.

30. Street lighting shall be required within the single family neighborhoods and along all public streets. The street lighting plans shall be approved by the City and Dakota County or MnDOT where appropriate prior to installation.

31. Separate trail easements shall be granted to the City for the trail system through the development. The City shall be responsible for the maintenance of the trail and trail easement area.

32. The boundaries of the designated natural area/open space and conservation easement areas shall be clearly delineated on the approved final PUD plans and shall be clearly marked and delineated in the field before grading begins and after final grading is completed with signage approved by the City.

33. The re-platting of Outlot F shall be consistent with the approved preliminary PUD development plans dated 6/25/07, 7/19/10 and 8/10/12 unless a revised plan has been approved by the City Council. All conditions, restrictions, covenants, contributions and dedications must occur at time of re-platting Outlot F. This provision shall be included in the approved and recorded development contract.

34. At the time the City signs the plat, the owner must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date the City signs the final plat, and the owner must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of the Development Agreement. Further, at the time the City signs the final plat, the owner must pay the City the fees prescribed by the ordinance (to be enacted prior to final plat) to defray the costs incurred by the City in preparation of the planning studies, engineering analysis, storm water analysis, environmental review, alternative urban areawide review, natural resource inventory and transportation modeling as such studies, analysis, reviews, inventories and modeling relate to the review, investigation and administration of the owner's applications.

35. This PUD Amendment resolution replaces Resolution No. 10-142 and is now the guiding resolution for the overall Preliminary PUD Plan Approval for Argenta Hills.

36. An additional 1,700 caliper inches shall be required to be planted in the overall development of the Argenta Hills PUD.

Passed this 10th day of Sept., 2012.

AYES: 4
NAYS: 1 (Grannis)

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Allan Hunting, City Planner

FROM: Thomas J. Kaldunski, City Engineer TJK

DATE: September 11, 2013

SUBJECT: Argenta Hills 8th Addition Preliminary Plat

The Engineering Division has reviewed the preliminary plat submittals and has the following comments. The Developer will resolve many engineering comments with the construction plans. The Engineering Division supports the approval of the preliminary plat.

A. Major Issues

A1. The development proposal is close to meeting Northwest Area design standards for regional storm water storage. The developer has progressed in providing storm water quality BMP's and addressing steep site considerations. EOR has provided a more complete updated letter on storm water management (attached). Here are some concerns:

(a) Pond SP-15N storage capacity should be increased to approximately the 912 contour in order to accommodate this development storage needs and prepare for the future drainage area requirements from the north. A map of basins is attached.

(b) A water reuse system is being discussed as a major component of meeting the storm water management requirements. The City is requesting full details of the proposed re-use system, operation plans, and maintenance requirements. Any re-use system agreed to must be maintained by a development association and be part of a Storm Water Facilities Maintenance Agreement recorded with the County.

The Development will meet the Northwest Area standards by implementing these items.

A2. The future Amana Trail will be addressed by the Developer in a future phase of the Development. The City and County identified issues with the future extension of Amana Trail as a four-lane County road. The Development plans west of the north-south collector would have conflicted with Amana Trail.

The Developer's modification of his preliminary plat request west of Alverno will allow the City, County, and Developer to finalize concepts on the future extension of Amana Trail. The County indicated their planning effort for Amana Trail and Argenta Avenue should be accomplished in the next 12 to 18 months.

A3. The Developer's proposal calls for the storm water management plan to include Regional Basin SP-15N. It is located on the north of Block 3. It is recommended that this basin be officially designated a regional basin and incorporated into the Northwest Area Storm Management Plan. The Developer has proposed to provide storm water management facilities to address Argenta Hills 8th and its resulting runoff. The Developer is requesting that the City Council consider providing about 4.5 ac-ft of storage on Basin SP-15N to manage storm water from the watershed north of Argenta Hills 8th Addition. Basin SP-15N can easily provide additional storage volume required to meet the Northwest Area standards if the Council designates the area as a regional basin.

A4. The Developer is proposing a water reuse system to assist in meeting the NWA standards as outlined in the EOR review (attached). This system will reuse storm water from the basin in the outlot by Block 6 and pump it into an irrigation system. The irrigation will be dispersed over various outlots that contain the open space required on the site. The Developer shall provide construction plans for this water reuse system for City approval. A storm water maintenance agreement shall be required for the water reuse system. This will assist in meeting the NWA requirements.

A5. The Developer has proposed to divert water into SP-14 as a short term method of meeting the NWA standards until the storm facilities in A-3 and A-4 are fully operational.

A6. The City's consultant, EOR, has indicated that Basin SP-17 meets its design storage capacity based on as-built surveys and county L.I.D.A.R. contours.

A7. The Developer is to provide a contingency plan to the City to address the removal of a temporary berm across the N-S collector road. The Developer shall have a plan of action to restore the berm during the construction phase if a major storm is predicted. This shall be a required contingency plan until the contractor has rough graded the storm water basins in Argenta Hills 8th and installed the storm sewer system.

B. <u>Construction Items</u>

B1. The future Amana Trail boulevard shall be incorporated into the design to allow for a future trail, Dakota County standards, and a clear zone for traffic. The Developer shall provide additional ponding capacity at a different location (SP-15N) due to this grading.

B2. Sanitary and water services for the Pilhofer and Edgerton parcels are being addressed with this project. Discussion on requirement for sanitary sewer connection within one year of availability needs to occur for existing properties.

B3. The Edgerton driveway grades are being modified to route water to the north with the turn-around area and retaining wall. The Developer shall show the existing and future locations and alignment of Edgerton's driveway that has to be built.

B4. Sanitary sewer and water main services for future custom graded lots need to be shown. The developer agreements shall require a Custom Grading Agreement for these lots in Block 4, with escrow and surety prior to receiving a building permit.

B5. Street intersection grades shall be a minimum 0.5% to a maximum 2% for the first 100 feet from the intersecting curb line.

B6. A maintenance agreement for the private road will be necessary. The sewer and water utilities within the private street area will be public per City code. The plat shall provide a drainage and utility easement over the public utilities.

B7. 30-foot site distance right-of-way triangles shall be shown at the intersection with the collector road and a restricted use agreement will be executed.

B8. Show limited access on north-south collector road (Alverno).

B9. Show stop sign on private road, at the public cul-de-sac.

B10. Developer to submit a plan and profile for north-south trail located on the east side of the plat.

B11. The City will designate no parking zones to be shown on the plans.

B12. Type III permanent barricades shall be shown on the plans for addressing roads that end until further development occurs. The City is reviewing snow plowing requirements based on the most recent submittal. Staff will require proper paved areas for plow turning movements for the final plans. All signs shall meet the MMUTCD requirements.

B13. Backyard drainage will be addressed with EOR's comments.

B14. The Developer needs a better plan for erosion control, such as temporary sediment basin and other structures.

C. Developer Agreement Items

C1. As part of the developer's agreement, the City and Developer will need to determine any credits or cost sharing measures for ROW needs and trunk utilities.

C2. All lots shall have a 5-foot sideyard and backyard easements and 10-foot front yard easements shown on the plans and plat. The custom grading lots do not show them.

C3. Retaining walls shall not be in City easement unless there is an encroachment agreement with the City that defines ownership and maintenance responsibilities. All retaining walls shall be identified clearly on the plans for discussion as part of the development agreements.

C4. The Developer shall provide a street maintenance agreement for the private road that addresses access, construction, maintenance and all costs associated with the private road. The homeowner's association will be responsible for all future maintenance needs and associated costs.

C5. Trunk sanitary sewer and watermain up-sizing costs are being reviewed. They will be included in the developer's agreement as a City responsibility. Twelve-inch watermains and 12-inch sanitary sewers are considered trunks and the City has credited these types of improvements in the past because they benefit other properties to be developed in the future. Developer is responsible for standard lateral (8-inch to 10-inch) water and sanitary sewer main expenses and the associated Northwest Area charges.

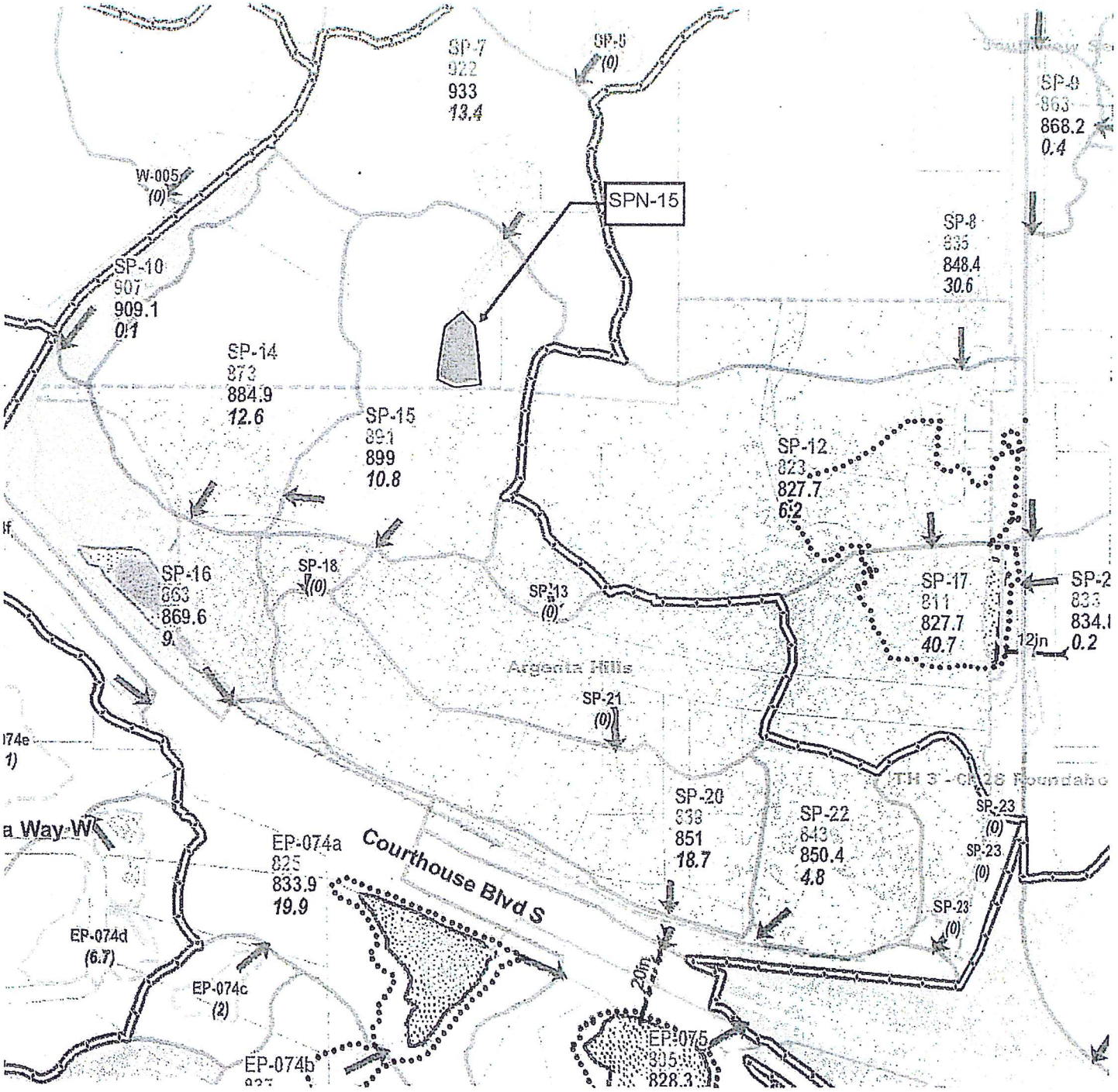
C7. City will identify valley gutter locations required at hammerhead turn-a-round and intersections as necessary.

C8. The City Engineer reserves the right to provide additional comments upon further review on this and subsequent submittals.

The City Council should consider approving the preliminary plat as modified by the Developer after providing direction on the major issues.

TJK/kf

cc: Jacob Fick, Tradition Development
Paul Cherne, Pioneer Engineering
Scott D. Thureen, Public Works Director
Thomas J. Kaldunski, City Engineer
Allan Hunting, City Planner
Steve W. Dodge, Asst. City Engineer
Mike Edwards, Senior Engineering Technician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SP-23
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EP-074a
825
833.9
19.9
Courthouse Blvd S
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EP-074c
(2)
EP-074b
EP-075
828.3
Legend
Northeast Area of Inver Grove Heights
Municipality
Parcel
Watershed
Catchment Area
Special Treatment Dist'cs
Existing Water Bodies
Catchment Flow Direction
Freeboard Limit (Category 3 Basins)
Preliminary
Wetland Management Classification
1 - Maintain 100yr HWL
2 - Maintain 100yr HWL +0.5'
3 - No Requirements
4 - No Requirements
Proposed Basin by Overflow Category
Flex Storage Basin
Category 1
Category 2
Category 2*
Category 3
Overflow
Existing Culvert
Overland Flow
Pipe Outlet
Potential Pipe and/or Lift Station
Interstate Trunk Highway
U.S. Trunk Highway
Minnesota Trunk Highway
County State-aid Highway
County Road
Municipal Street
Other Road
DRAFT
Inver Grove Heights, MN
Regional Basin Map

Date: 9.11.13

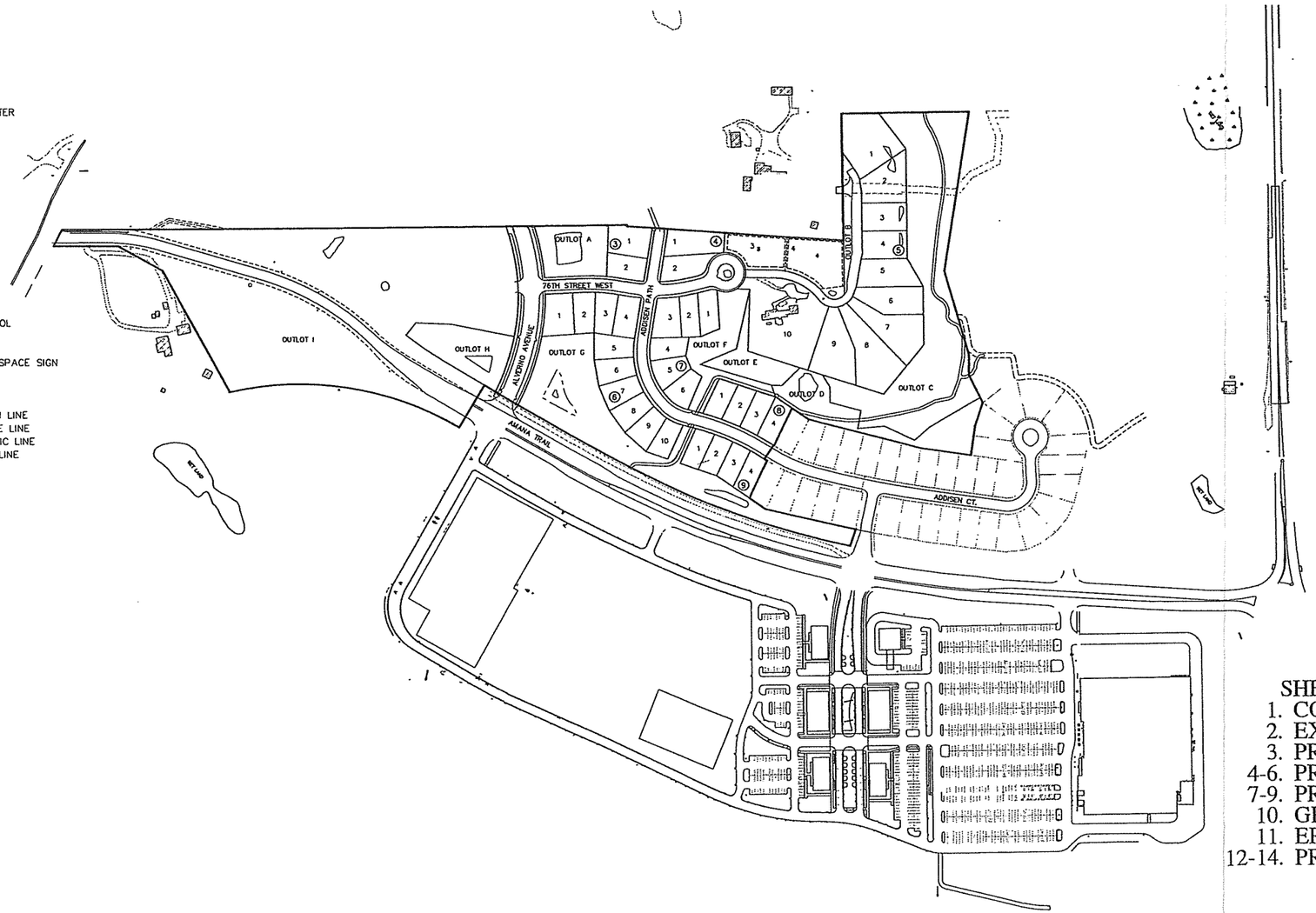
Argenta Hills 8th Addition Final Plat Outlot Designation

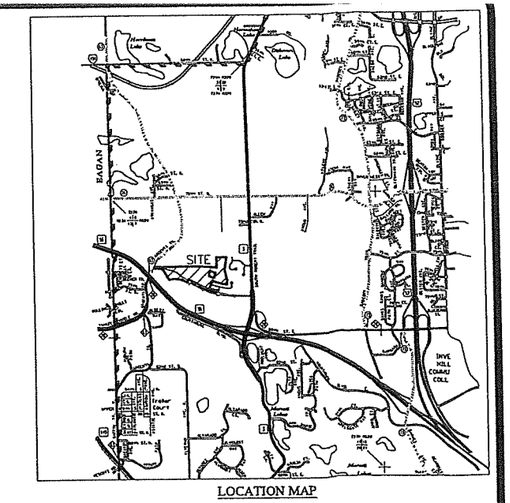
Outlot	A	-	Disturbed Open Space to be deeded to City for Storm Water use
Outlot	B	-	Private Drive to be deeded to HOA
Outlot	C	-	Undisturbed Open Space to be deeded to HOA
Outlot	D	-	Disturbed Open Space to be deeded to City for Storm Water use
Outlot	E	-	Undisturbed Open Space to be deeded to HOA
Outlot	F	-	Disturbed Open Space to be deeded to HOA
Outlot	G	-	Disturbed Open Space to be deeded to City for Storm Water use
Outlot	H	-	Disturbed Open Space to be retained by developer with easement to City for storm water ponding use. Likely to be replatted in future along with Outlot I
Outlot	I	-	Undeveloped land to be retained by developer for future development
Outlot	J	-	Undeveloped land to be retained by developer for future development

ARGENTA HILLS 8TH ADDITION
PRELIMINARY PLAT
INVER GROVE HEIGHTS, MINNESOTA

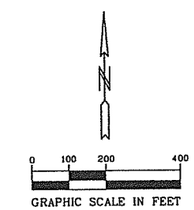
LEGEND

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 STRUCTURE
			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=887.0			POND OUTLET LINE
HWL=890.2			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
			INVER GROVE HEIGHTS OPEN SPACE SIGN
W			WETLAND BUFFER SIGN
			EX. CULVERT
			EX. OVERHEAD UTILITY LINES
			EX. UNDERGROUND TELEVISION LINE
			EX. UNDERGROUND TELEPHONE LINE
			EX. UNDERGROUND FIBER OPTIC LINE
			EX. UNDERGROUND ELECTRIC LINE
			EX. UNDERGROUND GAS LINE
			EX. FENCE (BARBED WIRE)
			EX. FENCE (CHAIN LINK)
			EX. FENCE (WOOD)
			EX. CAST IRON MONUMENT
			EX. ELECTRIC BOX
			EX. FLAG POLE
			EX. NATURAL GAS METER
			EX. HAND HOLE
			EX. FOUND IRON PIPE
			EX. JUDICIAL LAND MARK
			EX. LIGHT POLE
			EX. PK NAIL
			EX. UTILITY POLE
			EX. LAWN SPRINKLER VALVE
			EX. LAWN SPRINKLER HEAD
			EX. SEMAPHORE
			EX. SERVICE
			EX. TELEPHONE BOX
			EX. TEST HOLE
			EX. TELEVISION BOX
			EX. WATER WELL
			EX. MONITORING WELL
			EX. MAILBOX
			EX. CONTROL POINT
			EX. SPIKE
			EX. SIGN
			EX. CLEANOUT
			EX. SIGNIFICANT TREE
			EX. TREE LINE
			EX. GRAVEL SURFACE
			EX. BITUMINOUS SURFACE
			EX. CONCRETE SURFACE
			SELECT BACKFILL MATERIAL
			GRAVEL CONST. ENTRANCE





LOCATION MAP



GRAPHIC SCALE IN FEET

SHEET INDEX

1. COVER
2. EXISTING CONDITIONS
3. PRELIMINARY PLAT
4-6. PRELIMINARY GRADING PLAN
7-9. PRELIMINARY EROSION CONTROL PLAN
10. GRADING DETAILS
11. EROSION CONTROL DETAILS
12-14. PRELIMINARY UTILITY/ SITE PLAN

BENCH MARK
TNH EAST SIDE OF HWY. 3, APPROX. 1450 FT. NORTH OF AMANA TRAIL.
ELEV=871.46
00-ENG-112005-SHEET-COVR

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Fax: 681-9488
www.pioneereng.com

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

Name Brian N. Molinaro
Reg. No. 47504 Date 5-22-2013

Revisions
1. 5-10-2013 CITY PLANNING COMMENTS
2. 5-1-2013 REVISE PAD LABELS
3. 5-26-2013 CITY COMMENTS
4. 5-11-2013 CITY COMMENTS

Date	5-22-2013
Designed	BNM/PJC
Drawn	BNM/KAW

COVER SHEET

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

ARGENTA HILLS 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

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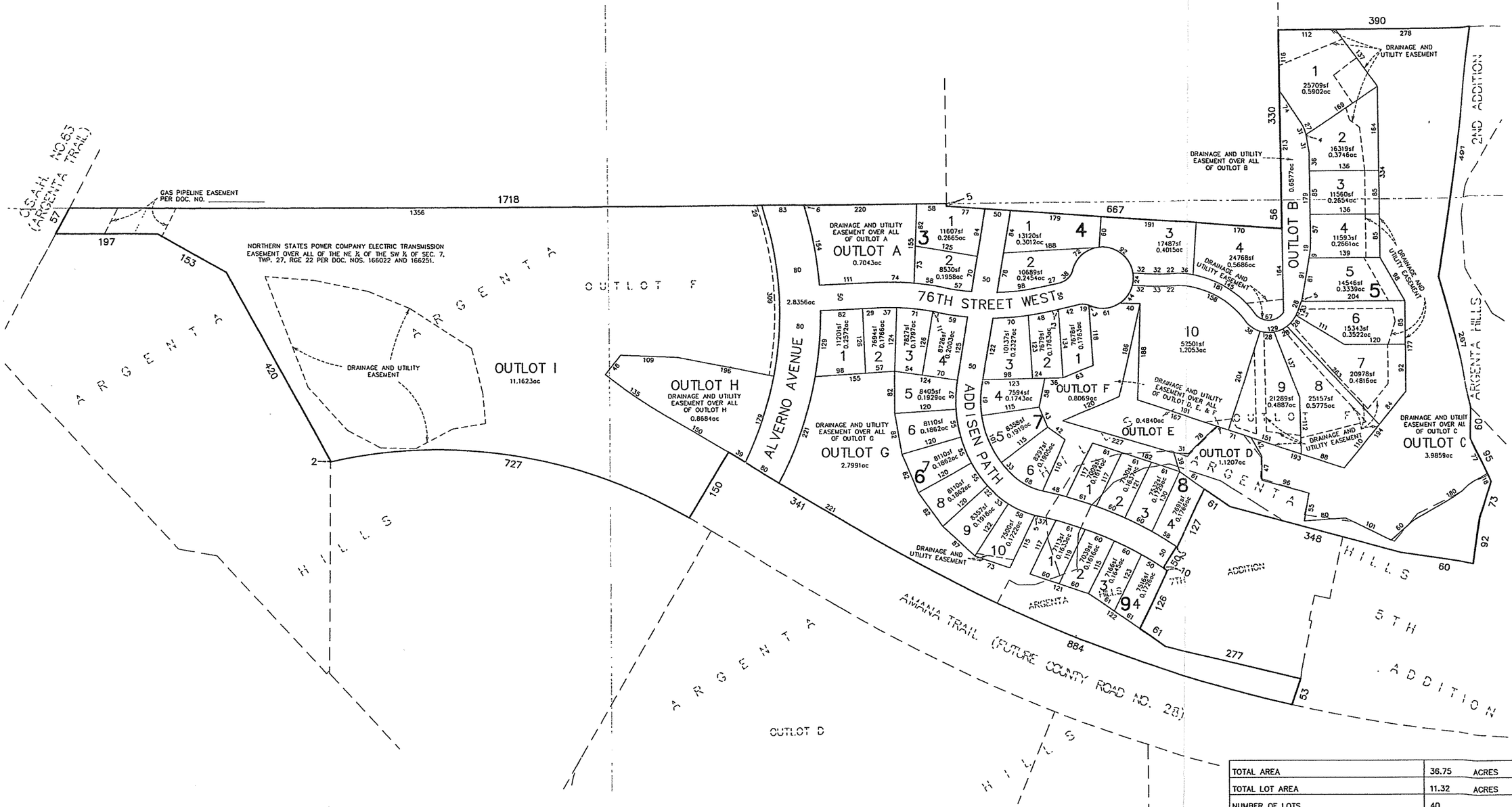


Legal description for Preliminary Plat purposes only.

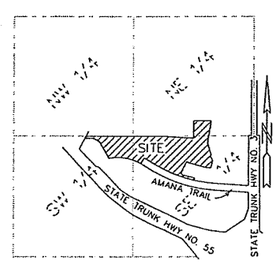
Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota. Except that part thereof platted as ARGENTA HILLS 2ND ADDITION and ARGENTA HILLS 5TH ADDITION, according to the recorded plats thereof, said Dakota County.

Together with:

Outlot B, said ARGENTA HILLS 5TH ADDITION and Outlot A, ARGENTA HILLS 7TH ADDITION, according to the recorded plat thereof said Dakota County.

Together with:

All that part of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 7, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter; thence on an assumed bearing of South 00 degrees 22 minutes 51 seconds East, along the easterly line of said Northeast Quarter of the Northwest Quarter of the Southeast Quarter, for 256.29 feet; thence South 89 degrees 37 minutes 09 seconds West 46.94 feet to the actual point of beginning; thence South 18 degrees 25 minutes 35 seconds West for 203.64 feet; thence North 71 degrees 34 minutes 25 seconds West for 191.01 feet; thence North 01 degrees 59 minutes 28 seconds East for 187.96 feet; thence South 88 degrees 00 minutes 32 seconds East for 41.03 feet; thence easterly for 56.66 feet along a tangential curve concave to the south, radius 213.00 feet and central angle 15 degrees 14 minutes 32 seconds; thence South 72 degrees 46 minutes 00 seconds East, tangent to said curve, for 149.04 feet to the point of beginning.

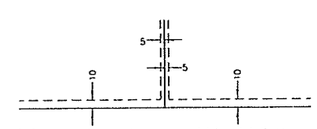


SECTIONS 7, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE

N

100 50 0 100
Scale in Feet

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining lot lines unless otherwise indicated, and 10 feet in width and adjoining street lines and rear lot lines unless otherwise indicated on the plat.

TOTAL AREA	36.75	ACRES
TOTAL LOT AREA	11.32	ACRES
NUMBER OF LOTS	40	
LARGEST LOT	52,501	SQ. FT.
SMALLEST LOT	7,009	SQ. FT.
AVERAGE LOT	12,329	SQ. FT.
TOTAL OUTLOT AREA	22.59	ACRES
NUMBER OF OUTLOTS	9	
TOTAL RIGHT OF WAY AREA	2.84	ACRES
GROSS DENSITY (EXCLUDES OUTLOTS)	1.12	LOTS/ACRES
NET DENSITY (EXCLUDES OUTLOTS & R/W)	3.67	LOTS/ACRES
PROPOSED ZONING	DF	
EXISTING ZONING	DF	
UTILITIES	AVAILABLE	

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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 Surveyor under the laws of the State of Minnesota

Name Peter J. Hawkinson
Reg. No. 42299 Date 05-17-2013

Revisions
1. 7-10-2013 CITY PLANNING COMMENTS
2. 8-1-2013 REVISE PAD LABELS
3. 8-26-2013 CITY COMMENTS
4. 9-11-2013 CITY COMMENTS

Date	05-17-2013
Designed	NAP/KAW
Drawn	NJK/MDP

PRELIMINARY PLAT

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

ARGENTA HILLS 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

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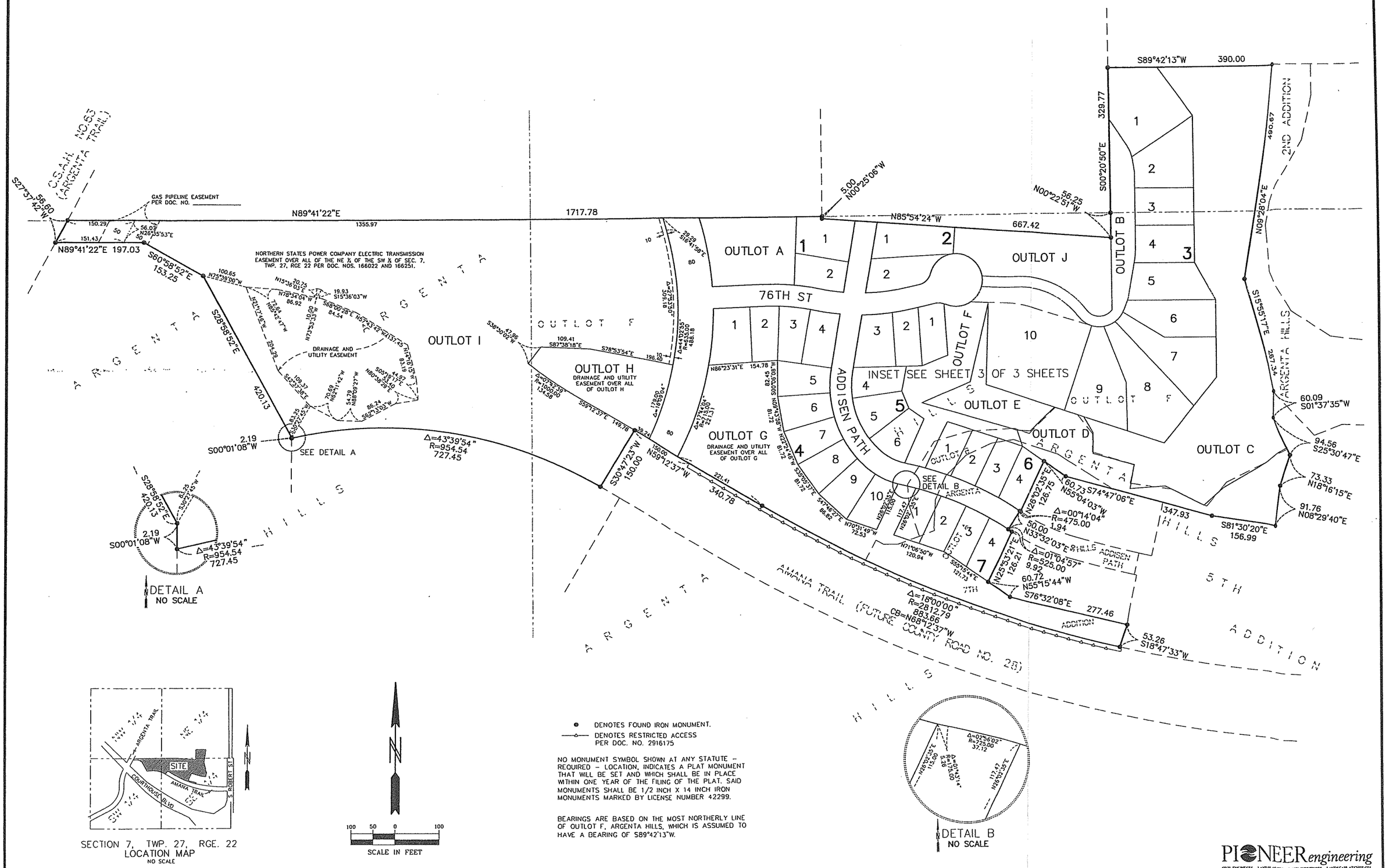
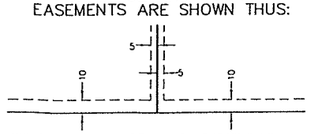
ARGENTA HILLS 8TH ADDITION



ARGENTA HILLS 8TH ADDITION

INSET

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



BEING 5 FEET IN WIDTH, AND ADJOINING LOT LINES UNLESS OTHERWISE INDICATED, AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND REAR LOT LINES UNLESS OTHERWISE SHOWN ON THE PLAT.

● DENOTES FOUND IRON MONUMENT.

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE - REQUIRED - LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

BEARINGS ARE BASED ON THE MOST NORTHERLY LINE OF OUTLOT F, ARGENTA HILLS, WHICH IS ASSUMED TO HAVE A BEARING OF S89°42'13"W.

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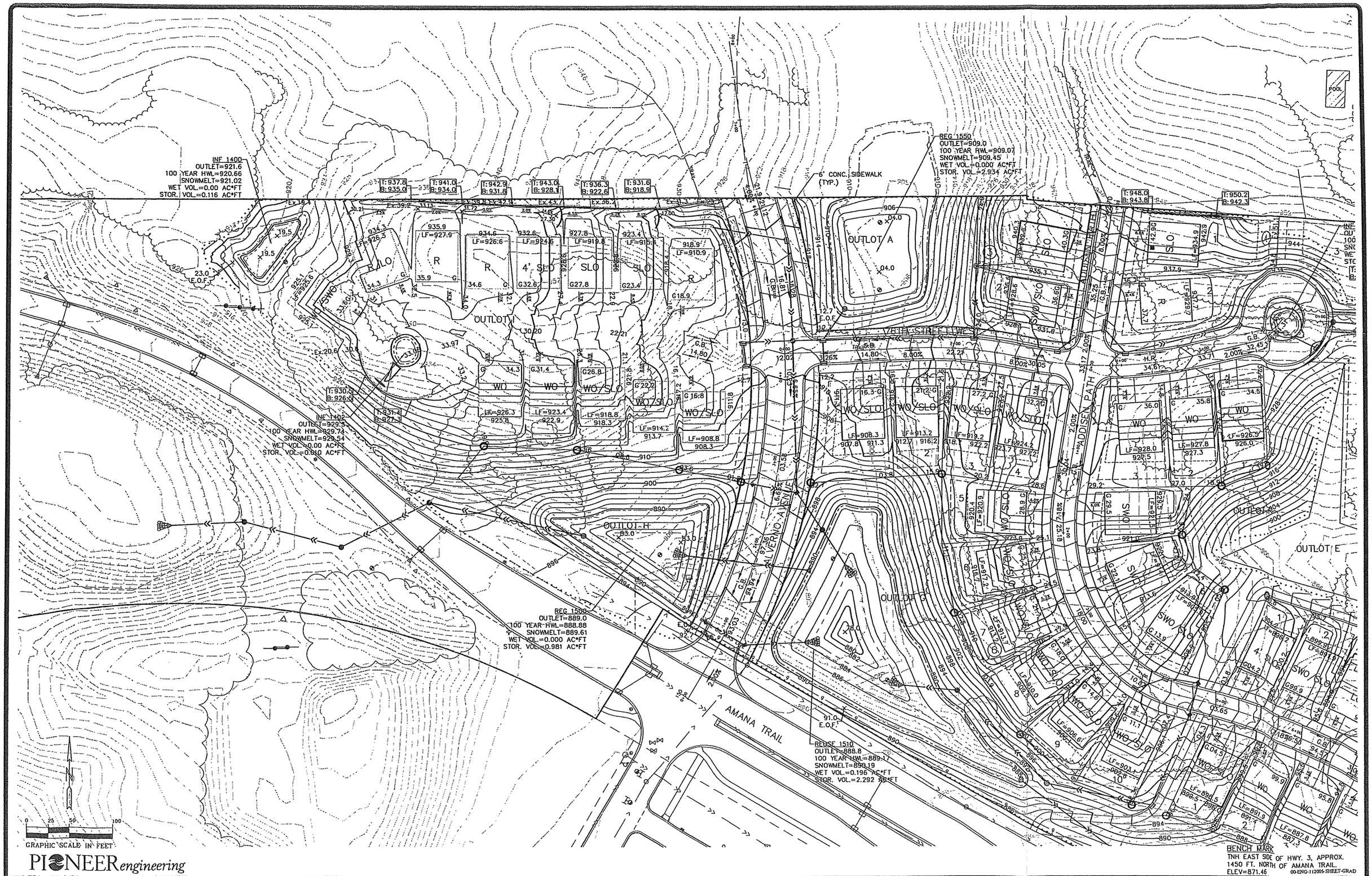

BENCH MARK
TNH EAST SIDE OF HWY. 3, APPROX.
1450 FT. NORTH OF AMANA TRAIL.
ELEV=871.46

00-ENG-112005-SHEET-GRAD

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Name: Brian N. Molinaro
Reg. No. 47504 Date 5-22-2013

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Date	5-22-2013
Designed	BNM/PJC
Drawn	BNM/KAW

PRELIMINARY GRADING PLAN

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

ARGENTA HILLS 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

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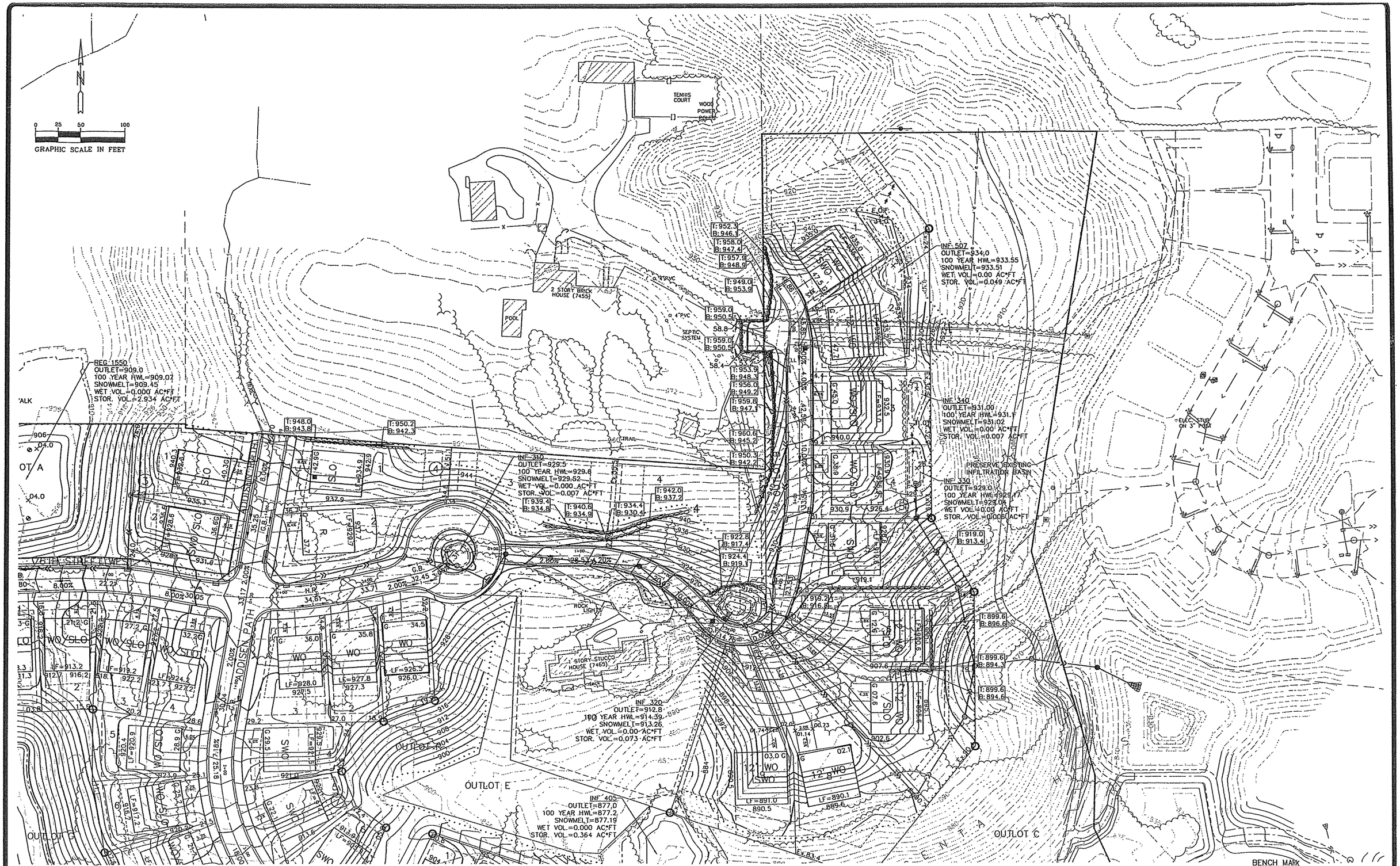

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Date	5-22-2013
Designed	BNM/PIC
Drawn	BNM/KAW

PRELIMINARY GRADING PLAN

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

ARGENTA HILLS 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

00-ENG-11200S-SHEET-GRAD

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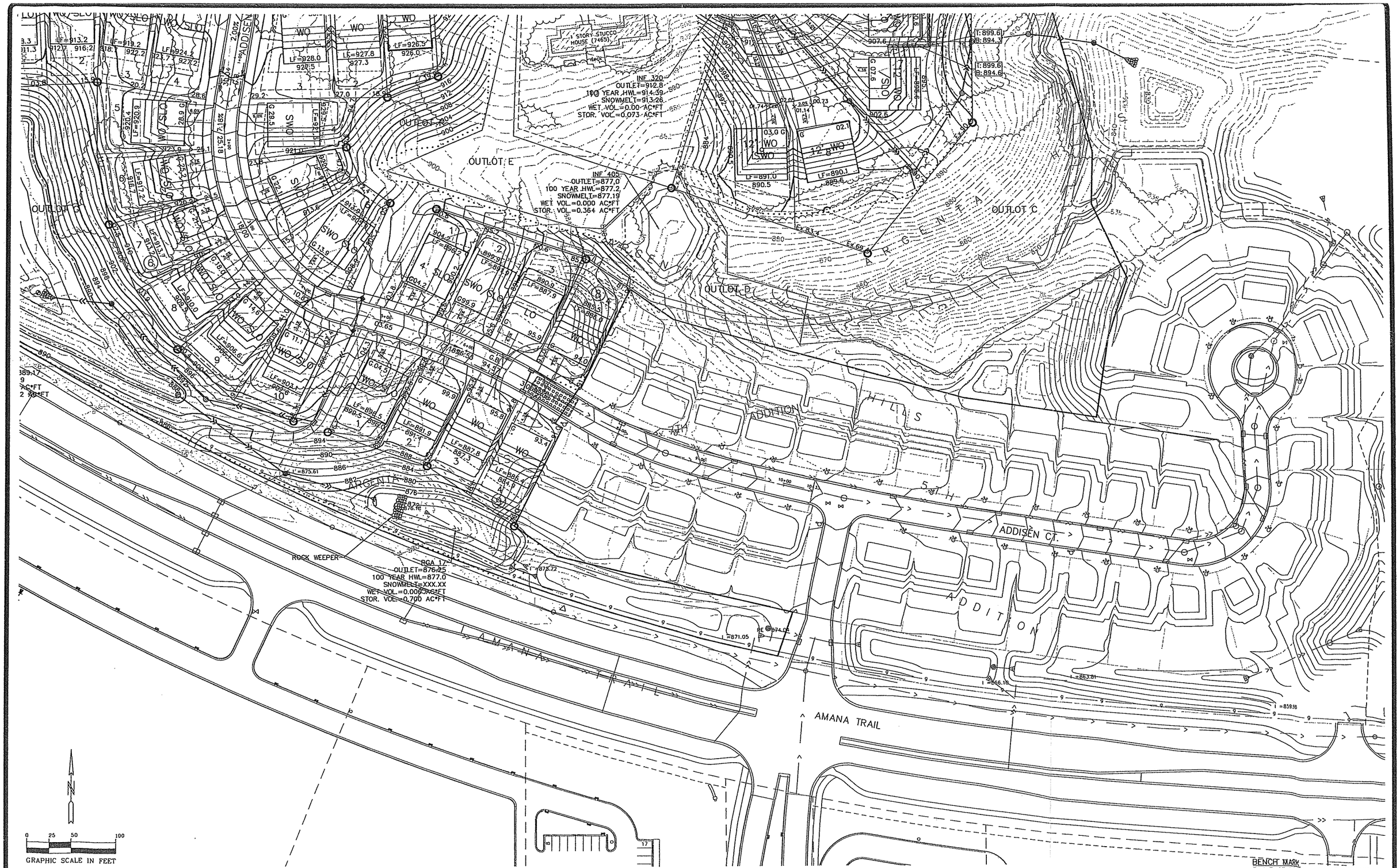

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Date	5-22-2013
Designed	BNM/JIC
Drawn	BNM/KAW

PRELIMINARY GRADING PLAN

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INVER GROVE HEIGHTS, MINNESOTA

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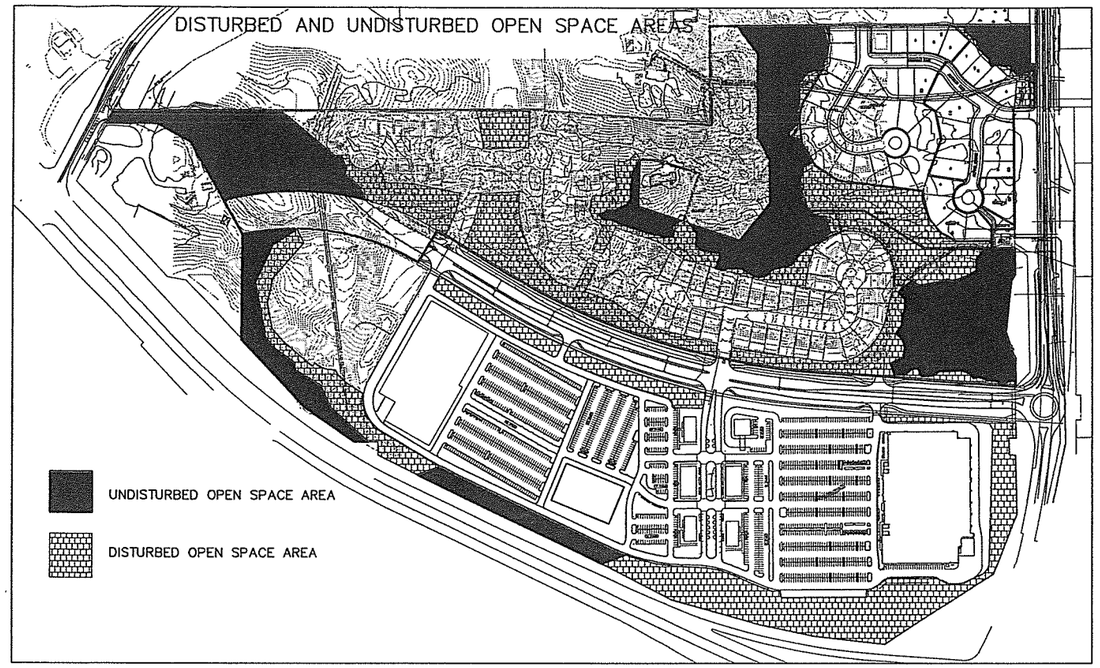

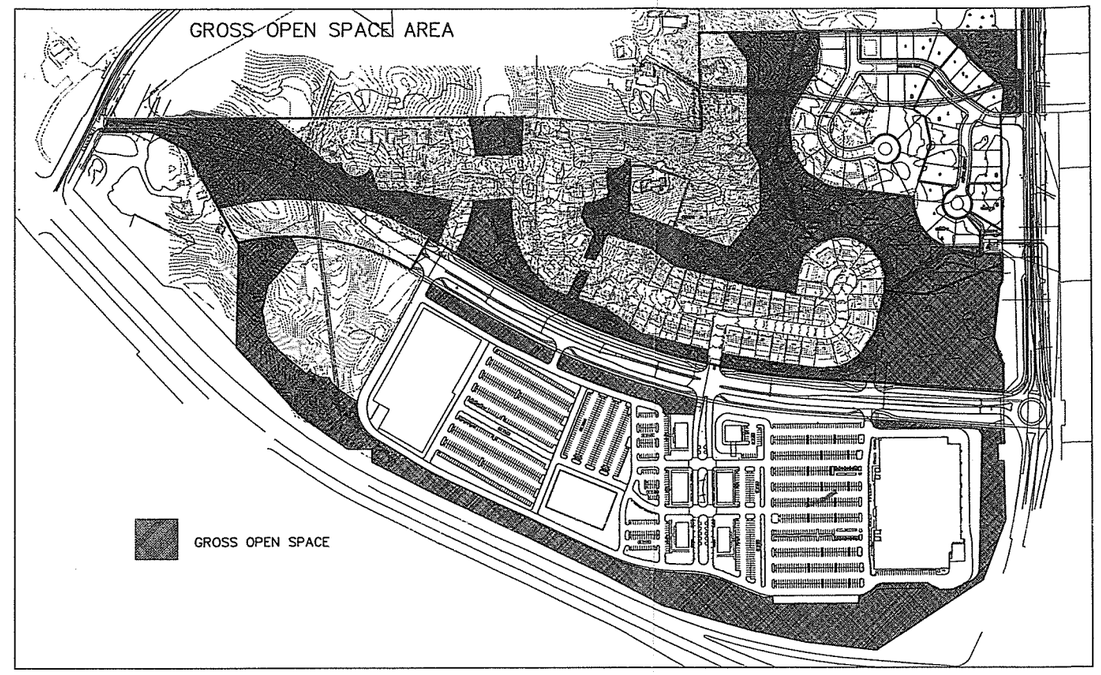

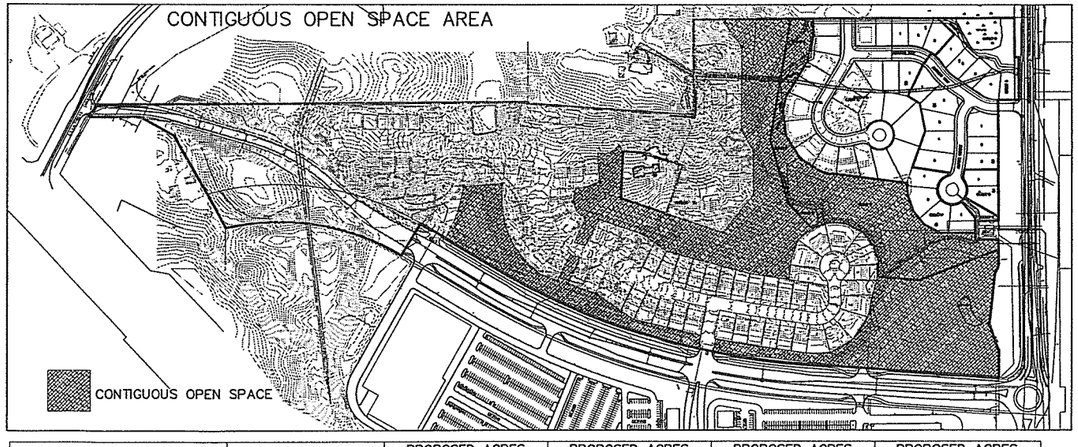

NO SCALE

OPEN SPACE TYPES	REQUIRED ACRES**	PROPOSED ACRES 2007	PROPOSED ACRES 2010	PROPOSED ACRES JULY 9, 2012	PROPOSED ACRES JULY 10, 2013
GROSS OPEN SPACE	24.2	43.7***	42.7	40.4	40.6
UNDISTURBED OPEN SPACE	12.1	19.6	21.1	18.9	18.2
DISTURBED OPEN SPACE		23.6	21.4	21.5	22.4
CONTIGUOUS OPEN SPACE	18.2	18.9	20.4	18.2	19.9
COMMERCIAL OPEN SPACE (NUMBERS BELOW ARE INCLUDED IN TOTALS ABOVE)					
GROSS OPEN SPACE		13.1	13.1	13.1	13.1
UNDISTURBED OPEN SPACE		3.2	3.2	3.2	3.2
DISTURBED OPEN SPACE		9.9	9.9	9.9	9.9

**REQUIRED ACRES TAKEN FROM PREVIOUSLY APPROVED DEVELOPMENT PLANS

***PREVIOUSLY APPROVED OPEN SPACE PLANS SHOW 45.5 ACRES PROPOSED GROSS OPEN SPACE AREA. 1.8 ACRES OF UNDISTURBED PRIVATE OPEN SPACE HAVE BEEN SUBTRACTED FROM THIS NUMBER AS IT IS UNREQUIRED DATA.

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Mendota Heights, MN 55120
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www.pioneereng.com

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

Name Jennifer L. Thompson
Reg. No. 44769 Date 7-19-10

Revisions

Date	7-10-13
Designed	JLT
Drawn	JLT

OPEN SPACE PLAN

160 INVESTMENTS, LLC
16972 BRANDTJEN FARM DRIVE
LAKEVILLE, MINNESOTA 55044

ARGENTA HILLS
INVER GROVE, MINNESOTA

XXX

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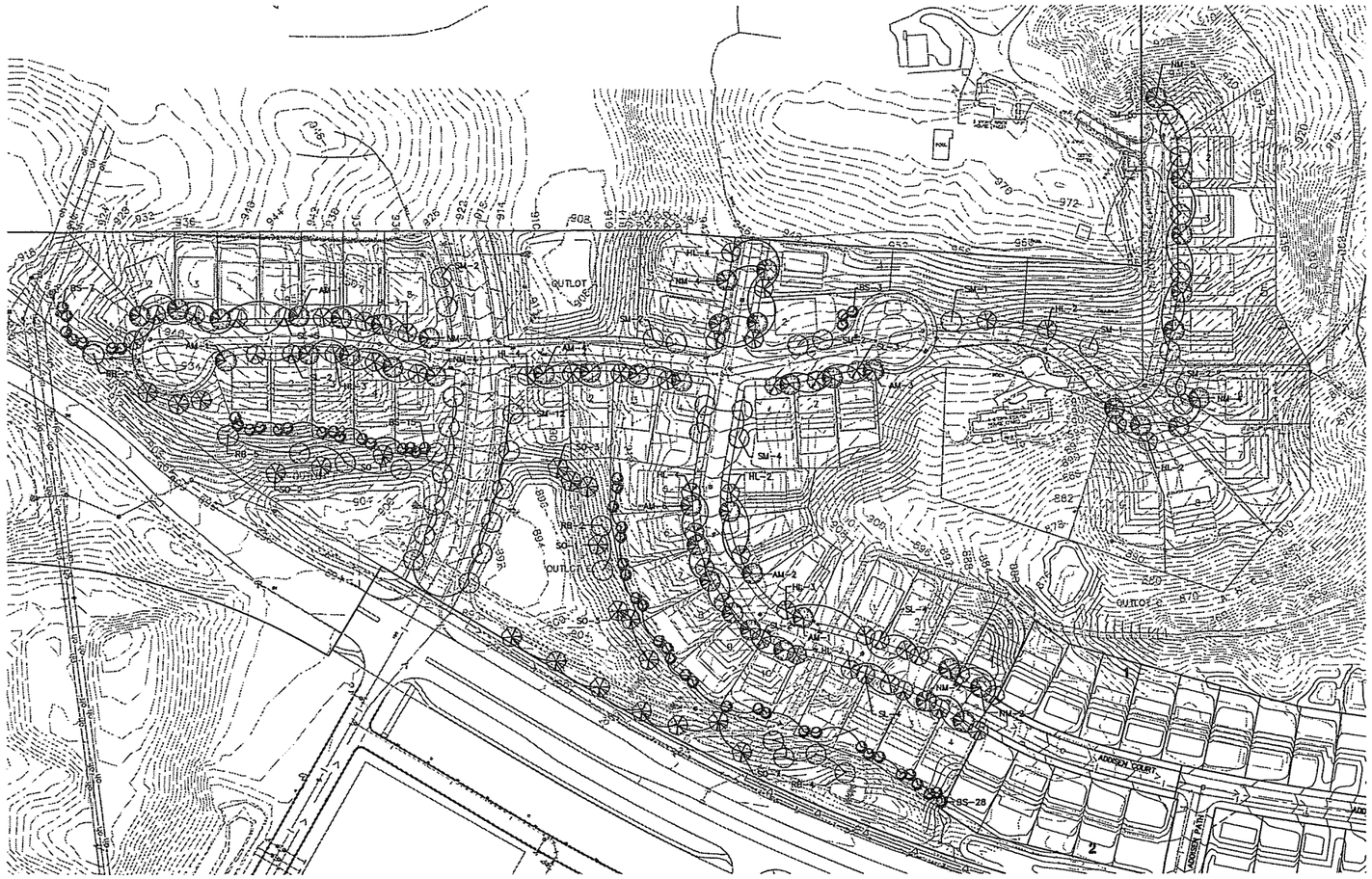
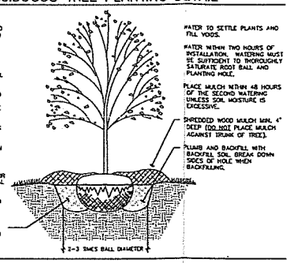
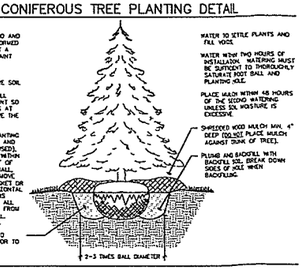


DECIDUOUS TREE PLANTING DETAIL



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 ON 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.

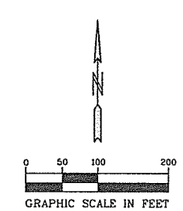
- THE LANDSCAPE CONTRACTOR SHALL KEEP PAVEMENTS CLEAN UNSTAINED. ALL PEDESTRIAN AND VEHICLE ACCESS TO BE MAINTAINED THROUGHOUT CONSTRUCTION PERIOD. ALL WASTES SHALL BE PROMPTLY REMOVED FROM THE SITE. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

- 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.

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY
	OVERSTORY TREES		
AM	AUTUMN BLAZE MAPLE/ACER X FREEMANII 'AUTUMN BLAZE'	3" B&B	23
HL	THORNLESS HONEYLOCUST/GLEDITSIA TRIACANTHOS INERMIS	3" B&B	29
NM	NORTHWOODS MAPLE/ACER RUBRUM 'NORTHWOODS'	3" B&B	22
RB	RIVER BIRCH/BETULA NIGRA 'HERITAGE' (CLUMP)	12' B&B	12
SL	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	3" B&B	20
SG	SIENNA GLEN MAPLE/MAPLE X FREEMANII 'SIENNA GLEN'	3" B&B	31
SO	SWAMP WHITE OAK/QUERCUS BICOLOR	3" B&B	20
	EVERGREEN TREES		
BS	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	8' B&B	53

TREE MITIGATION NOTES:
PROPOSED TREE MITIGATION INCHES: 709.5 CALIPER INCHES (157 DECIDUOUS TREES AT 3" AND 53 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).



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2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name Jennifer L. Thompson
Reg. No. 44763 Date

Revisions

Date	7-10-13
Designed	JLT
Drawn	JLT

LANDSCAPE PLAN

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

ARGENTA HILLS 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

L1 OF 2

112118 LS

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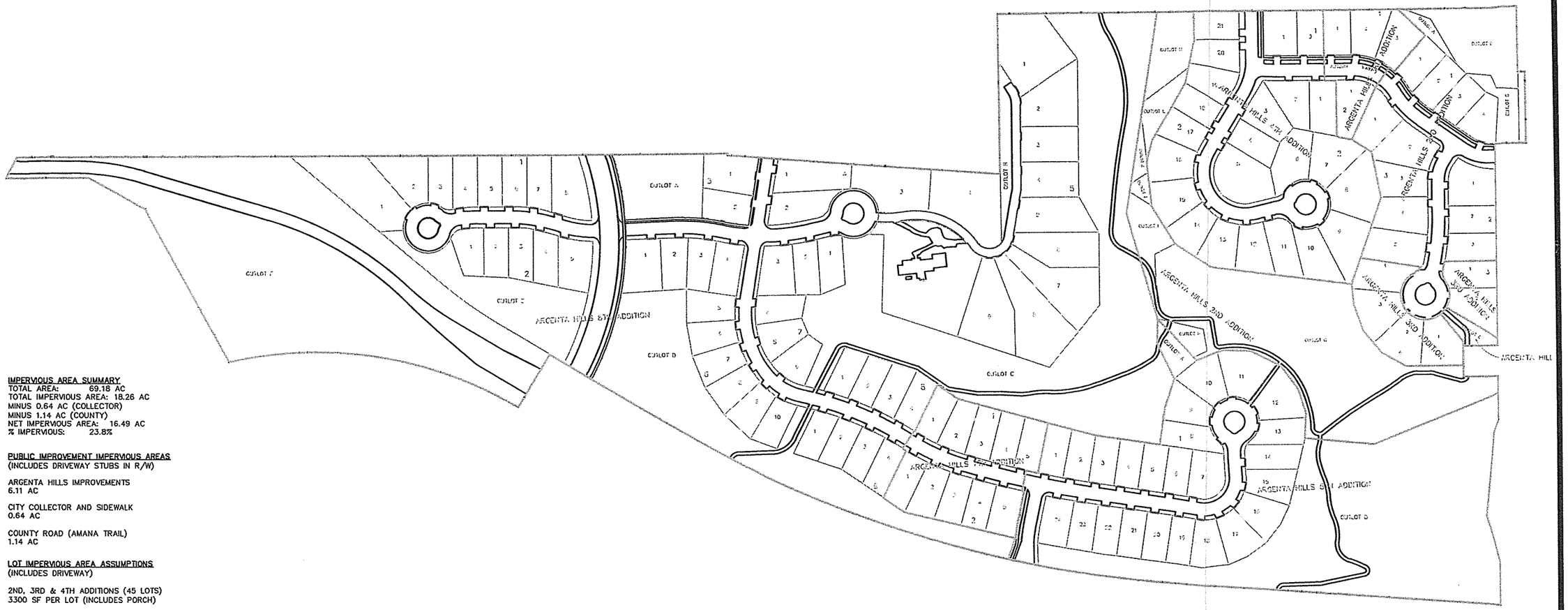
ARGENTA HILLS
IMPERVIOUS EXHIBIT
INVER GROVE HEIGHTS, MINNESOTA



IMPERVIOUS AREA SUMMARY
TOTAL AREA: 69.18 AC
TOTAL IMPERVIOUS AREA: 18.26 AC
MINUS 0.64 AC (COLLECTOR)
MINUS 1.14 AC (COUNTY)
NET IMPERVIOUS AREA: 16.49 AC
% IMPERVIOUS: 23.8%

PUBLIC IMPROVEMENT IMPERVIOUS AREAS
(INCLUDES DRIVEWAY STUBS IN R/W)

ARGENTA HILLS IMPROVEMENTS
6.11 AC

CITY COLLECTOR AND SIDEWALK
0.64 AC

COUNTY ROAD (AMANA TRAIL)
1.14 AC

LOT IMPERVIOUS AREA ASSUMPTIONS
(INCLUDES DRIVEWAY)

2ND, 3RD & 4TH ADDITIONS (45 LOTS)
3300 SF PER LOT (INCLUDES PORCH)

5TH ADDITION (24 LOTS)
3300 SF PER LOT (INCLUDES PORCH)

7TH ADDITION (10 LOTS)
3300 SF PER LOT (INCLUDES PORCH)

8TH ADDITION SMALL FOOTPRINT LOTS (43 LOTS)
3300 SF PER LOT (INCLUDES PORCH)

8TH ADDITION LARGE FOOTPRINT LOTS (9 LOTS)
5500 SF PER LOT (INCLUDES PORCH)

N

0 60 120 240
GRAPHIC SCALE IN FEET

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

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Name: Brian N. Molstrom
Reg. No. 47501 Date 5-22-2013

Revisions
1. 5-10-2013 CITY PLANNING COMMENTS

Date	5-22-2013
Designed	BNM/PJC
Drawn	BNM/KAW

IMPERVIOUS EXHIBIT

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

ARGENTA HILLS 8TH ADDITION
INVER GROVE HEIGHTS, MINNESOTA

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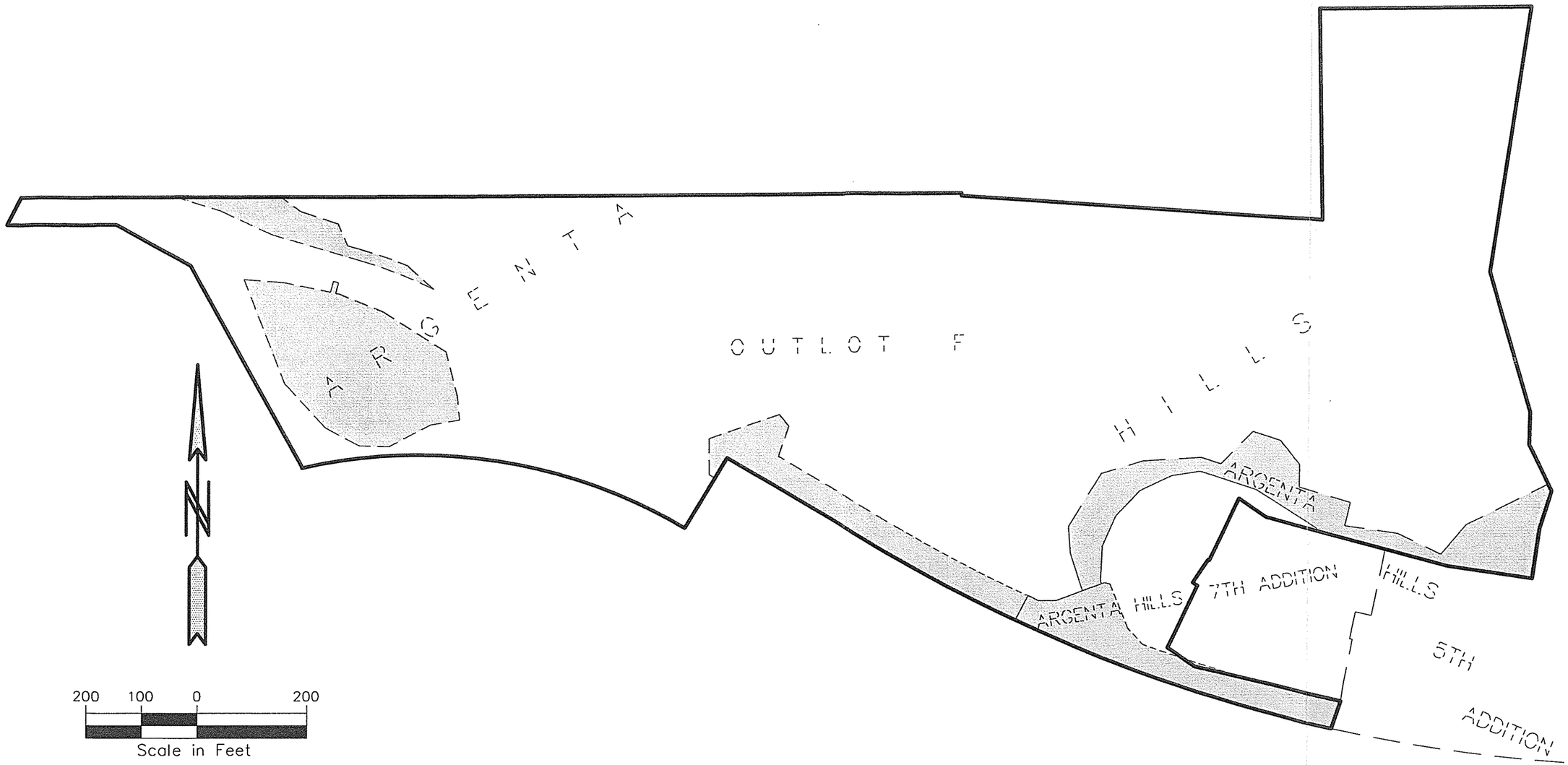

PROPOSED DESCRIPTION TO VACATE DRAINAGE AND UTILITY EASEMENTS

All drainage and utility easements lying over, under and across Outlot A, ARGENTA HILLS 7TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on said ARGENTA HILLS 7TH ADDITION and as delineated and dedicated on ARGENTA HILLS, according to the recorded plat thereof, said Dakota County.

Together with:

All drainage and utility easements lying over, under and across Outlot B, ARGENTA HILLS 5TH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on said ARGENTA HILLS 5TH ADDITION.

Together with:

All drainage and utility easements lying over, under and across Outlot F, ARGENTA HILLS, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on said ARGENTA HILLS. Except that part of said Outlot F, platted as ARGENTA HILLS 2ND ADDITION and ARGENTA HILLS 5TH ADDITION, according to the recorded plats thereof, said Dakota County.

* THIS LEGAL DESCRIPTION SHALL BECOME VALID UPON RECORDING THE PLAT OF ARGENTA HILLS 7TH ADDITION.

* THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENCROACHMENTS FROM OR ONTO THE HEREON DESCRIBED LAND, EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

Description Sketch for:
Tradition Development

Cad File: 112005-Easement Vacation Sketch
Folder #: 7399
Drawn by: mdp

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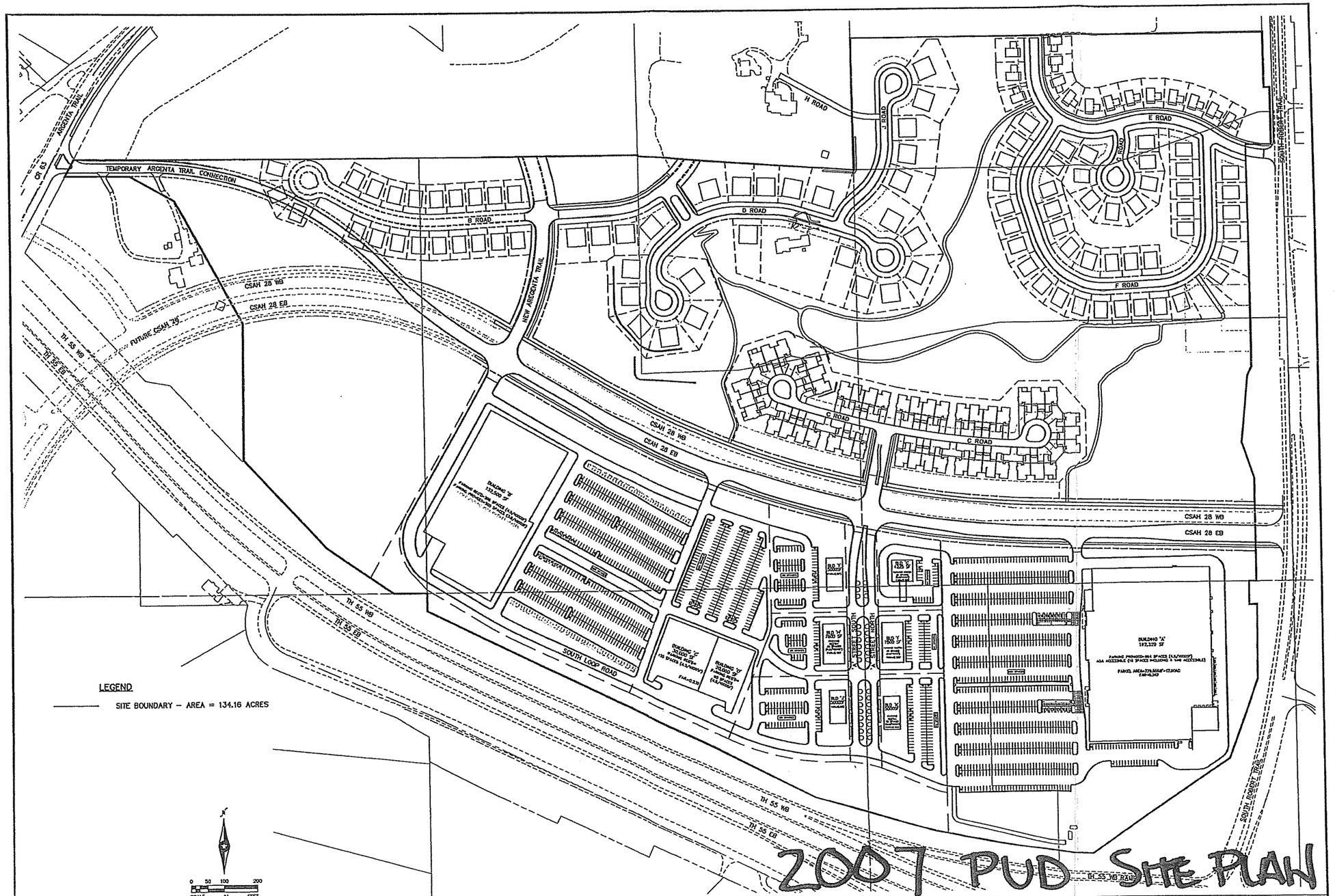


DEVELOPER

MGT DEVELOPMENT, INC.

DESIGN FILE: 31509970	
DRAWN BY: RMC	DESIGN BY: RMC
CHKED. BY: T.R.	DWG. NAME:
DATE: 06/07/2007	

REV. NO.	BY	DATE	REVISIONS DESCRIPTION

URS

Traveler Square
700 Third Street South
Minneapolis, MN 55415
612.370.0700 Tel
612.370.0718 Fax

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

DATE:_____ MN/DL LIC. NO. _____

ARGENTA HILLS
SITE LAYOUT PLAN
INVER GROVE HEIGHTS, MN

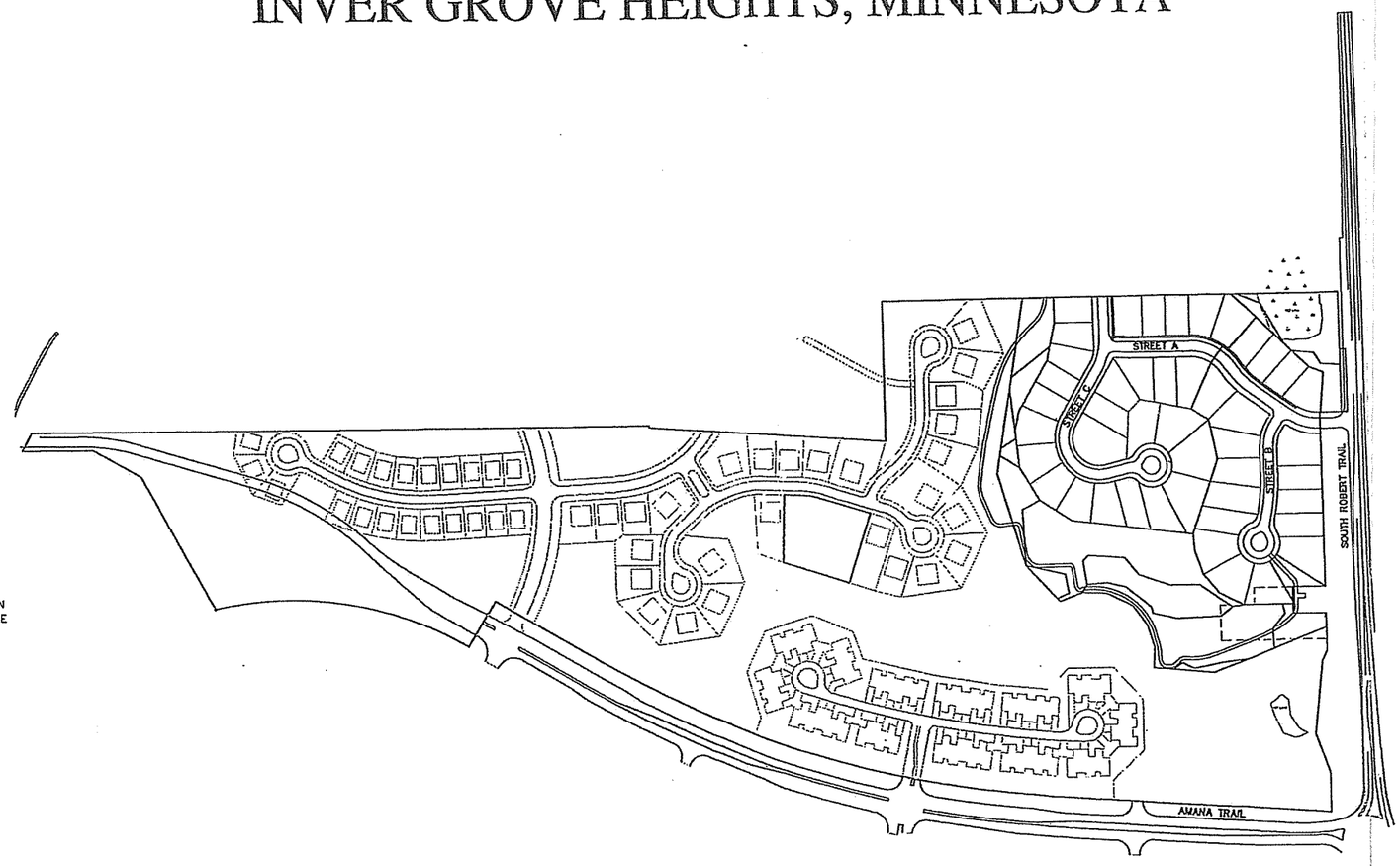
CITY PROJECT	XXXXX	SHEET NO.
COUNTY PROJECT	XXXXX	1
S.P.	XXXXX	
S.A.P.	XXXXX	1

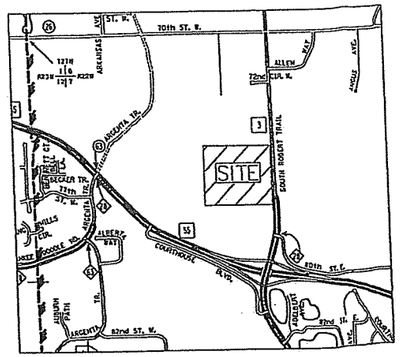
ARGENTA HILLS
PRELIMINARY PLAT/PUD AMENDMENT
INVER GROVE HEIGHTS, MINNESOTA

LEGEND

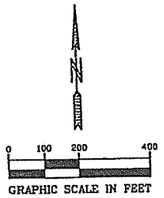
EXISTING	PROPOSED	DESCRIPTION
		HYDRANT(S)
		GATE VALVE(S)
		REDUCER(S)
		EXISTING WATERMAIN
		PROPOSED WATERMAIN
		FUTURE WATERMAIN
		SANITARY MANHOLE(S)
		EXISTING SANITARY SEWER
		PROPOSED SANITARY SEWER
		FUTURE SANITARY SEWER
		CATCH BASIN
		MANHOLE
		FLARED END
		BEEHIVE
		EXISTING STORM SEWER
		PROPOSED STORM SEWER
		FUTURE STORM SEWER
602		EXISTING 2' CONTOUR LINE
900		EXISTING 10' CONTOUR LINE
602		PROPOSED 2' CONTOUR LINE
900		PROPOSED 10' CONTOUR LINE
HWL=987.0		POND OUTLET LINE
HWL=990.2		POND HIGH WATER LINE
84.3		PROPOSED SPOT ELEVATION
		EMERGENCY OVERFLOW
		DELINEATED WETLAND LINE
	WALL	PROPOSED/EX. RET WALLS
		EROSION CONTROL FENCE
		EASEMENT LINE
		GRAVEL SURFACE
		BITUMINOUS SURFACE
		CONCRETE SURFACE
		EX. SERVICE
		EX. LAWN SPRINKLER VALVE
		EX. LAWN SPRINKLER HEAD
		EX. WATER WELL
		EX. CULVERT
		EX. TREE LINE
		EX. MAJOR TREE
oh	oh	EX. OVERHEAD UTILITY LINES
tv	tv	EX. UNDERGROUND TELEVISION
tel	tel	EX. UNDERGROUND TELEPHONE
fo	fo	EX. FIBER OPTIC LINE
ue	ue	EX. ELECTRIC LINE
g	g	EX. UNDERGROUND GAS
x	x	EX. FENCE LINE
		EX. ELECTRIC BOX
		EX. ELECTRIC BOX
MONIT. WELL		EX. MONITORING WELL
		EX. TELEPHONE BOX
		EX. TELEVISION BOX
		EX. UTILITY POLE
		EX. LIGHT POLE
		EX. TEST HOLE
		EX. MAILBOX
		EX. SIGN

ROADWAY IMPROVEMENTS
- BITUMINOUS PATH
- CURB LINE
- CONCRETE WALK
- RIGHT-OF-WAY LINE
- SETBACK LINE





LOCATION MAP



SHEET INDEX

1. COVER SHEET
2. EXISTING CONDITIONS
3. PRELIMINARY PLAT
4. PRELIMINARY SITE PLAN
5. PRELIMINARY GRADING PLAN
6. STREET PROFILE
7. PHASING PLAN
8. DETAILS
9. DETAILS
10. DETAILS
11. DETAILS
L1. PRELIMINARY LANDSCAPE PLAN
L2. PRELIMINARY LANDSCAPE PLAN
L3. OPEN SPACE & TRAIL PLAN
T1–13. TREE PRESERVATION PLAN

2010 PUD SITE PLAN

109771-PRE-CVR.DWG

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Name: Paul J. Oberne
Reg. No. 19560 Date 7-19-10

Revisions

Date	7-19-10
Designed	PJC
Drawn	DDM

COVER SHEET

IGH INVESTMENTS, LLC
16972 BRANDTJEN FARM DR.
LAKEVILLE, MN 55044

ARGENTA HILLS
INVER GROVE HEIGHTS, MINNESOTA

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